

Joint Provisions of General Conditions

The terms in these Conditions shall have the following meanings:

- **Policyholder**
a person who concludes an insurance contract;
- **Insured**
a person whose interest is insured; a Policyholder and an Insured are the same person except for the insurance for another's account;
- **Insurance Policy**
a document of a concluded insurance contract and an integral part of an insurance contract;
- **Insurance Premium**
an amount paid by a Policyholder for a concluded insurance;
- **Indemnity**
an amount that the Insurance Company pays in accordance with an insurance contract;
- **Compensation**
an amount that the Insurance Company pays in accordance with an insurance contract for liability insurance;
- **Insurance Conditions**
general conditions, special conditions, additional conditions, clauses and other contractual conditions that are used for a specific type of insurance.

Article 1 - RISK CIRCUMSTANCES

- (1) When an insurance contract is concluded, a Policyholder must report to the Insurance Company all the circumstances that are important for the estimate of risk and are known to him or could not remain unknown to him.
- (2) A Policyholder and an Insured must immediately inform the Insurance Company of any change of such circumstances that might be important for the estimate of risk during the validity of the insurance contract.
- (3) For the purpose of risk assessment, a Policyholder and an Insured must enable the Insurance Company to inspect the objects, documents, circumstances, and other relevant data of the insurance.

Article 2 - CONCLUSION OF AN INSURANCE CONTRACT

- (1) An insurance contract is concluded when parties sign an Insurance Policy or a certificate of coverage.
- (2) An insurance contract may also be concluded based on a written proposal to the Insurance Company. This written proposal is binding to the proposer - if he did not determine a shorter period - for eight days from the date it arrived at the Insurance Company; if a medical examination is necessary, for thirty days. If in this period, the Insurance Company does not decline a proposal that does not deviate from the Conditions according to which the proposed insurance is arranged, it is considered that a proposal is accepted and a contract is concluded.

Article 3 - DURATION OF INSURANCE

- (1) Unless otherwise agreed, an insurance contract starts to be effective after the expiry of the 24th hour of the day stated in an Insurance Policy as the insurance inception and ceases to be effective after the expiry of the 24th hour of the day stated in a Policy as the insurance expiration date. With the effect of an insurance contract, the Insurance Company becomes liable to pay the Indemnity or Compensation agreed in the contract.
- (2) If only the insurance inception is stated in an Insurance Policy, the insurance continues from year to year until one of the contractual parties cancels it in writing. They must cancel it at least three months before the end of the current insurance year.
- (3) If insurance is concluded for more than three years, after the termination of this period, each party may withdraw from a contract with a period of notice of six months by informing the other party in writing.
- (4) Regardless of the provisions in the previous paragraphs, special provisions about the duration of the insurance may apply, for example about a waiting period and an extended period of cover (grace period) if so determined in the Insurance Conditions.

Article 4 - PAYMENT OF PREMIUM

- (1) A Policyholder must pay an Insurance Premium when taking out insurance, and the next premium on the first day of each insurance year unless a different payment deadline is determined based on an invoice or other document.
- (2) If it is agreed that a Premium is paid in instalments, all unpaid Premium instalments are due upon the occurrence of an insured event.
- (3) If a Premium is paid by post, a payment date is considered to be the day when the Premium amount is handed over to a post office, or when a payment order is given to a post office. If a Premium is paid through a bank or other payment organisation, a payment date is considered to be the day when a payment order is given to such organisation.
- (4) If a lower Premium is determined in an insurance contract regarding the agreed period of insurance and the insurance terminates for any reason before the expiry of that period, the Insurance Company has the right to claim the missing amount to the Premium that a Policyholder would have to pay if the contract had been concluded only for the time it in fact lasted.

Article 5 - CONSEQUENCES IF PREMIUM IS NOT PAID

- (1) The liability of the Insurance Company to pay the Indemnity or Compensation agreed in an insurance contract terminates in case that a Policyholder does not pay the Insurance Premium until due date after a contract is concluded and nobody else who has interest does it neither in thirty days from the day when a Policyholder is delivered a registered letter of the Insurance Company with the notice on the maturity of the Premium but this term cannot expire before thirty days after the due date of the Premium.
- (2) After the expiry of the term defined in the previous paragraph, if a Policyholder delays the payment of the Premium that must be paid after a contract is concluded, or the second or the following Premiums, the Insurance Company may cancel the contract without notice. The cancellation of the insurance contract starts when the term defined in the previous paragraph expires and when the insurance coverage terminates if a Policyholder has been warned about it in a registered letter with the notice on the maturity of the Premium and on the termination of insurance coverage.
- (3) If a Policyholder pays a Premium after the expiry of the term defined in the first paragraph of this Article but not later than in one year after the due date, the Insurance Company must, if an insured event occurs from the 24th hour after the payment of the Premium and default interest, pay an Indemnity or Compensation. If a Policyholder does not pay a Premium until this deadline, the insurance contract terminates with the expiry of the insurance year.
- (4) In case that an insurance contract ceases to be effective due to an unpaid due Premium according to this Article, a Policyholder must pay the Premium until the day when a contract ceases to be effective. If an insured event for which the Insurance Company must pay an Indemnity or Compensation occurs until the day when a contract ceases to be effective, a Policyholder must pay the total Premium for a current insurance year.

Article 6 - REFUND OF PREMIUM WHEN AN INSURANCE CONTRACT TERMINATES

- (1) Based on a written request, the Insurance Company refunds to a Policyholder or a payer of a Premium a proportional part of the Premium for the unused time of insurance if an insured risk terminates after the conclusion of an insurance contract.
- (2) If an insured risk terminates before insurance becomes effective, i.e. before the beginning of insurance coverage, the Insurance Company refunds the total paid Premium.
- (3) In other cases of the termination of an insurance contract before the end of the period for which a Premium is paid, the Insurance Company is entitled to the Premium until the day to which the insurance coverage lasts unless otherwise agreed.
- (4) If an insured event occurs during the insurance period, a Policyholder is not entitled to a Premium refund.

- (5) For the insurance of property, it is considered that an insured risk terminates if property is destroyed or has disappeared due to an uninsured risk.
- (6) For the insurance of registered vehicles, it is considered that an insured risk terminates also if a vehicle is de-registered.

Article 7 - GENERAL OBLIGATIONS OF A POLICYHOLDER AND AN INSURED AFTER AN INSURED EVENT

- (1) A Policyholder must inform the Insurance Company of an insured event at the latest in three days since he learns about it. If he does not comply with this obligation in this period, he must reimburse to the Insurance Company any damage that is incurred to the Insurance Company due to this.
- (2) A Policyholder and an Insured must submit all information and evidence necessary to establish the date of the occurrence, cause, scope, and amount of damage. They must also submit all the documentation defined in the Insurance Conditions for each type of insurance. When an insured event occurs due to an unlawful disappropriation (theft, burglary, or robbery) or an attempt of such act, fire, malicious act or vandalism, explosion, or traffic accident, they must immediately inform the police and state which property is destroyed, disappropriated or damaged.
- (3) A Policyholder and an Insured must enable the representatives of the Insurance Company to inspect the place of a loss event or the place where damage has occurred and the inspection of destroyed or damaged property..

Article 8 - EXPERT PROCEDURE

- (1) Any party may propose that certain disputable facts are determined by an expert.
- (2) Parties agree to select an expert among the persons that are not in a business or other relationship with the parties to prevent a conflict of interest.
- (3) Each party bears a half of the costs for the expert.
- (4) The findings of the expert are binding for both parties.

Article 9 - REVALUATION

- (1) For non-compulsory insurance, the Insurance Company may increase the agreed sums insured at least in the amount of the increase in the consumer price index published by the Statistical Office of the Republic of Slovenia in the period between 1 October of the year before last and 1 October of the last year. In this respect, for each type of insurance, another relevant index may be applied, if so specified in the insurance conditions for that type of insurance.
- (2) In case of an increase in the sums insured referred to in the first paragraph of this Article, the Insurance Company will also increase the Insurance Premiums and the amounts of excesses, but the increase may not be higher than the increase in the index.
- (3) The revaluation takes effect when the premium for the next accounting period is determined.

Article 10 - MODIFICATION OF INSURANCE CONDITIONS OR PREMIUM TARIFFS

- (1) If the Insurance Company modifies the Insurance Conditions or Premium tariffs, they must notify a Policyholder of it in writing.
- (2) If a Policyholder does not cancel an insurance contract in thirty days from the day of the notification, the new Insurance Conditions or Premium tariffs apply from the beginning of the following insurance year.
- (3) If a Policyholder cancels an insurance contract, it ceases to be valid with the expiry of the insurance year in which the Insurance Company receives a cancellation.

Article 11 - WRITTEN FORM

- (1) The agreements referring to the contents of an insurance contract are valid only if concluded in a written form.
- (2) All notifications and statements given in terms of the provisions of a concluded insurance contract must be in a written form.

Article 12 - CHANGE OF DATA AND NOTIFICATIONS FROM THE INSURANCE COMPANY

- (1) A Policyholder must notify the Insurance Company of a change of his personal name or residence or his firm or registered seat in fifteen days from the day of change.
- (2) If a Policyholder changes his personal name or residence or his firm or registered seat and does not notify the Insurance Company of it, it suffices that the Insurance Company sends a notification of which they must inform

a Policyholder to the address of his last known residence or registered seat or addresses it to the last known name or firm.

- (3) After a previously unsuccessful delivery of a registered letter, the Insurance Company may deliver it according to the rules of civil procedure, in which case a letter is considered to be delivered if after the expiry of a 15-day deadline, a deliverer leaves it in a letter box or other suitable place at the address of a Policyholder's last known residence or registered seat, or to his last known name or firm.

Article 13 - SANCTION CLAUSE

Regardless of the provisions of an insurance contract, the Insurance Company shall not provide cover and shall not be liable to pay any insurance claim if such payment would expose the Insurance Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Article 14 - PREVENTION OF CORRUPTION

If it is established that a Policyholder, an Insured or a Beneficiary has directly or through their representatives or intermediaries offered, promised or given to any person working for the account of the Insurance Company or members of management or supervision bodies of the Insurance Company or representatives of legal persons of public law an illicit benefit to obtain or keep the rights arising from an insurance contract, to conclude or implement an insurance contract under more favourable conditions, to omit due supervision over its implementation, or committed other act that is forbidden, including a serious violation of human rights, the Insurance Company may cancel the insurance contract or claim that it is null and void.

Article 15 - PERSONAL DATA PROTECTION

- (1) In databases established, administered, and maintained in accordance with the regulations that govern personal data protection and insurance business, the Insurance Company processes the following personal data of their customers:
 - a) data stated in an insurance contract and documents that are inseparably related to it (e.g. attachments, offers, questionnaires);
 - b) data about insured events and for the examination of insurance cover and the amount of a Compensation or Indemnity;
 - c) data that the Insurance Company obtains in other contacts with a Policyholder, Insured or third parties (e.g. prize competitions, events organised by the Insurance Company, registration and use of mobile and web applications);
 - d) data of given consents and data forwarded by related companies in Triglav Group based on consents.
- (2) With a consent of a customer, the Insurance Company may process his/her personal data also for the purposes (s)he explicitly consents to.
- (3) The Insurance Company may also process personal data for the pursuit of legitimate interests (e.g. customer relationship management and customer satisfaction monitoring, data processing for the purposes of improving services, ensuring information security).
- (4) The personal data from the databases of the Insurance Company may also be processed by the companies with which the Insurance Company has concluded the contracts of personal data processing. If the contractual processors of personal data are located outside the territory of the member states of the European Union, the same standard of personal data protection is provided as if the processing was performed by the Insurance Company. Also, the Insurance Company may, for the implementation of an insurance and reinsurance contract, forward the personal data to a reinsurance company. The information about the categories of contractual processors is available under Privacy Policy at www.triglav.si website.
- (5) The Insurance Company processes personal data also for the needs of the implementation of benefit programs or offering various tokens and additional discounts (e.g. inclusion in "Triglav komplet"). The customer's inclusion in a benefit program is entirely voluntary.
- (6) The Insurance Company keeps the personal data obtained based on a law or concluded insurance contract until the expiry of the legal data retention period. The personal data that the Insurance Company processes based on a personal consent are kept until the cancellation of consent. The same applies also for the processing of these data in the companies to which the personal data were forwarded with a consent.
- (7) A customer may at any time temporarily or permanently cancel the consent for the processing of personal data for the purposes stated in paragraph (2) of this Article, object to the processing of personal data for direct marketing or request access, completion, correction, processing limitation, transfer or deletion of the personal data that are processed in relation to him/her with a written request sent to the address: Zavarovalnica Triglav d.d., Miklošičeva

19, 1000 Ljubljana, or by email to info@triglav.si, or by using the web form available at www.triglav.si website. The cancellation of the consent has no effect on the legality of the processing that was performed based on the consent until its cancellation.

- (8) The authorised person for data protection in the Insurance Company can be contacted at this email address: dpo@triglav.si.
- (9) A customer has the right to submit a complaint to the Information Commissioner if (s)he believes that his/her personal data are processed contrary to the valid regulations that govern personal data protection.
- (10) Additional information about personal data protection in the Insurance Company are published under Privacy Policy at www.triglav.si website.

Article 16 - COMPLAINT PROCEDURE

- (1) A complaint is allowed against a decision or proceeding of the Insurance Company. A complaint is to be submitted to the department that is alleged to have committed a violation. A complaint can be submitted personally, or by post to the address: Zavarovalnica Triglav d.d., Miklošičeva 19, with a note to which department the complaint refers, by email to info@triglav.si, or by using the web form available at www.triglav.si website.
- (2) A complaint is handled by a competent complaint committee in accordance with the rules that regulate an internal complaint procedure.

Article 17 - COMPETENCE IN CASE OF A DISPUTE

- (1) In the disputes in which the Insurance Company is sued, in addition to the court of general territorial jurisdiction, also the court on the territory where a plaintiff has a permanent or temporary residence or registered seat is competent. In such disputes arising from liability insurance and real estate insurance, also the court on the territory where a loss event occurred is competent for trial. The same applies if movable property and real estate are covered by the same Insurance Policy and are affected by the same event.

- (2) In the disputes in which a Policyholder, Insured or Beneficiary is sued, the court on the territory of which a Policyholder, Insured or Beneficiary has a permanent or temporary residence or registered seat is competent.
- (3) In the disputes related to an insurance contract, in addition to the court, the Arbitration of Zavarovalnica Triglav, d.d, e-mail: arbitraza@triglav.si, telephone +386 1 4747 547, is also competent based on a special agreement.
- (4) In accordance with the Out-of-Court Resolution of Consumer Disputes Act, a consumer may submit a proposal for the resolution of a dispute with the Insurance Company also to the selected provider of out-of-court resolution of consumer disputes, the Slovenian Insurance Association (Mediation Centre), e-mail: irps@zav-zdruzenje.si, telephone +386 1 3009 381. He may submit the proposal if he has previously submitted a complaint to the Insurance Company, which was not complied with, or the Insurance Company did not decide about the complaint in 30 days. The Insurance Company reserves itself the right to change the selected provider, which is published at the website www.triglav.si.
- (5) The Guardian of Good Practices in Insurance of the Slovenian Insurance Association is competent to handle the violations of good practices of insurance companies.

Article 18 - TRANSITIONAL PROVISION

If any provision of Insurance Conditions that apply to an individual type of insurance is not consistent with these Joint Provisions, the provision of the Insurance Conditions for an individual type of insurance applies (*lex specialis derogat legi generali*).