

On the basis of the Law on Insurance («Official Gazette of the Republic of Montenegro» no. **078/06** and **19/07**) the Articles of Incorporation of „UNIQA neživotno osiguranje” a.d. Podgorica, the following business policy act was passed at the meeting of the Management Board held on August 8<sup>th</sup> 2009:



**CONDITIONS  
FOR GENERAL LIABILITY INSURANCE**

## I INTRODUCTORY PROVISIONS

### Meaning of certain expressions Article 1

In these conditions, certain expressions shall have the following meaning:

**Insurer** – joint stock insurance company with which an insurance agreement shall be concluded, »Uniqa neživotno osiguranje« a.d.

**Proposer** – person that wants to conclude an insurance agreement with the Insurer and for that purpose submits a written Proposal to the Insurer;

**Policy holder** – person concluding an insurance agreement with the Insurer,

**Insurant** - person, whose liability is covered by insurance,

**Third party** – a person that is not the subject of the insurance agreement, i.e. a person whose liability is not covered by insurance. According to these conditions, a third party shall not be considered to be an employee, i.e. any natural person that is employed at the insurant, as well as any other natural person that on any grounds should perform an activity, render services or be trained for work at the insurant, as well as members of the Management Board, Supervisory Board and another management body and their spouses or close relatives. A third person shall not be considered to be either the spouse or other members of the household, as well as other persons that the insurant is obliged to support.

**Proposal** – written proposal of the Proposer made to the Insurer in order to conclude an insurance agreement.

**Insurance policy** – written document about the concluded insurance agreement.

**Insurance premium** – amount paid on the grounds of an insurance agreement.

**Insurance sum** – max. liability of the insurer per insured case,

**Aggregate insurance sum (annual limit)** – max. liability of the insurer for all insured cases during the insurance period,

**Source of peril** – activity (profession), objects (movable and immovable) or a certain feature from which liability as risk covered by this insurance may occur.

**Financial loss (economic)** – indirect loss that arose due to damage on persons and damage on objects, which represents a gain that the damaged might have reasonably expected according to the regular course or according to special circumstances and the realization of which was prevented with the activity of the person that caused the damage.

### Implementation of conditions Article 2

These conditions shall apply to General liability insurance except of those types of insurance that expressly exclude the implementation of these Conditions.

Provisions of the Terms and conditions for liability insurance, i.e. the provisions of the Law on obligatory relations shall apply to contractual relations that are not regulated with these Conditions.

## **II GENERAL PROVISIONS**

### **Subject of insurance Article 3**

According to these conditions, the subject of insurance shall be the civil and legal liability of the insurant for losses due to death, bodily injury or impairment of health, as well as damages or destructions of objects of a third party, as well as financial losses.

The insurance shall also refer to liability for damage that occurred due to the:

- 1) Increase of peril and/or expansion of the insured source of peril that arose during the insurance period,
- 2) New source of peril that occurred at the insurant after concluding the insurance agreement,
- 3) Usage, i.e. possessing or rent of land, buildings and premises, that are exclusively used for the needs of an insured activity or profession,
- 4) Possession of garages that are on (in) insured real estates, if it does not concern a garage used for performing activity or a hotel garage,
- 5) Use of elevators intended for the transport of persons and cargo,
- 6) Storage of heating material and power for the exclusive use in performing the insured activity or profession,
- 7) Theft or disappearance of things of the insurant's employees for personal use, except of money, watches, cameras, valuables of all kinds, securities and documents of all kinds, on condition that the things are placed in closed premises or closed repositories,
- 8) Losses due to theft or disappearance of objects of third parties.

If it concerns objects mentioned in paragraph 2 items 3, 4, and 5 hereof, the insurance shall include also the liability of the insurant as the investor or contractor of construction works (new buildings, repair, remodelling, whitewashing, digging and similar) if the preliminary value of this works in each separate case should not exceed 10.000 euro.

### **Insured case Article 4**

An insured case shall be a loss that occurs towards third parties from any activity, possessing of property and objects or from a certain feature as sources of peril that are marked in the insurance policy, and on the basis of the civil and legal liability of the Insurant from which obligations of compensation for damage towards third parties arise or could arise for the Insurant.

## **Temporal insurance validity**

### **Article 5**

The insurer shall be obliged only then when the insured case should occur during the insurance validity.

An insured case that occurred during the insurance validity and the cause of which was from the period which preceded the conclusion of the insurance agreement or from the period when the insurance was interrupted, shall be covered by insurance only then when till the insurance commencement or repeated insurance commencement the policy holder or insurant were not familiar and could not be familiar with the cause from which the insured case originated.

Concerning damages arising due to the impairment of health that arise gradually, in case of doubt, it shall be considered that the loss event occurred then when the impairment of health was determined for the first time with the finding of the physician.

The deadline for submitting a request for compensation for damage of a third damaged person, i.e. insurant, on the basis of rights from insurance by the policy concluded in line with the conditions, shall be the deadline determined with the Law on obligatory relations.

## **Insurance against new sources of peril**

### **Article 6**

If the insurance agreement was concluded upon payment of the insurance premium completely or in part, on the basis of the total income, the cover from insurance shall be expanded also to liability from new sources of peril that shall appear at the insurant after concluding the insurance agreement, if no special insurance for that new arising source of peril was concluded.

Immediately after the appearance of a new source of peril, the insurant shall be obliged to inform the insurer in writing about the appearance of a new source of peril.

The insurer shall be obliged to inform the insurant about the acceptance into cover of new sources of peril within 8 (eight) days and on the grounds of a written information from the previous paragraph. If the insurer should not respond within eight days, it shall be considered that the new source of peril was included in insurance, if the mentioned new source of peril should be in line with the valid insurance conditions and premium tariff.

The insurer shall keep the right of calculating additional premium for the cover of new sources of peril from the previous paragraphs hereof, as well as the right of not accepting new sources of peril and it shall inform the policy holder in written form about that within the deadline mentioned in the previous paragraph.

The insurance sum that was agreed on the policy for previously insured sources of peril shall be valid for new sources of peril, too. If the policy should contain various insurance sums for some sources of peril, the insurance sum agreed for a certain source of peril shall be valid.

The insurance of new sources of peril shall not refer to liability from:

- keeping or usage of tracks (railway, funicular railways, cable railways and similar), theatres, cinemas, circuses and stands as well as making of films;
- possession or usage of motor vehicles and other vehicles on motor power (tractors, cultivators, self-propelled work machines), vessels and aircrafts
- production, processing, storage, usage and trade with explosive material, or radioisotopes, if an approval of the competent body is required for this,
- Hunting as activity and hunting sport

### **Inclusions in coverage**

#### **Article 7**

Unless it is specifically stipulated and quoted in the insurance policy and additional premium is paid, insurance coverage is extended to:

1. other legal or natural person as an additional insurant on which these conditions provide protection from the damage claims of third parties

Insurance coverage that provides to an additional insurant is limited only on its liability arising from the activities of the insurant and/or liability arising from his activity in connection with the activities of the insurant.

2. cross over liability of several insurants who are covered by insurance and listed in the insurance policy, in accordance with point 1. of this paragraph, i.e. insurance coverage is extended to the mentioned insurants so that will be considered that all the insurants have concluded this insurance separately and they can ask each other for damage claims.

Total obligation of the Insurer for the agreed inclusion and expansion of coverage under the previous paragraphs does not exceed agreed insurance sum for the entire period.

### **Conclusion of insurance agreements**

#### **Article 8**

The provisions of terms and conditions shall apply for the conclusion of a liability insurance agreement between the insurer and policy holder, except if not otherwise stipulated with these conditions.

The insurance agreement shall be concluded on the basis of a written proposal of the policy holder done to the insurer.

If the insurance agreement is concluded on the basis of the written proposal and the Insurer does not reject it within 8 (eight) days from the date when the proposal arrived to the Insurer, it shall be considered that the proposal is accepted and that the insurance agreement is concluded when the proposer/ policy holder has signed a proposal of insurance.

The signature of the proposer/policy holder on the insurance proposal shall be considered to be the signature on the policy.

### **Negotiating of deductible**

#### **Article 9**

In all cases insurance may be agreed with and without participation in claim (deductible) in line with the tariff, except in cases in which obligatory participation in the damage is envisaged.

### **Insurance sum**

#### **Article 10**

The insurance sum shall be agreed in a fixed pecuniary amount and it shall be the max. liability of the insurer per one insured case, disregarding of the number of damaged persons and persons the liability of which is covered by insurance, if not otherwise agreed.

The insurance sum from the previous paragraph shall refer also to cases of death, bodily injury or impairment of health, damages or destructions of objects of third parties.

The total liability of the insurer, for all insured cases that occurred in one insurance year shall not exceed amount of 5 (five) agreed insurance sums of paragraph 1 hereof.

The total annual insurance sum shall be reduced with the payment of each separate compensation. After exhaustion of the total annual insurance sum, the insurance shall cease to be valid.

### **Territorial validity of the insurance**

#### **Article 11**

In respect of the territorial validity of the insurance, Terms and conditions for liability insurance shall apply.

### **Exclusions from insurance**

#### **Article 12**

Upon general exclusions defined with the Terms and conditions for liability insurance, the insurance concluded according to these conditions shall not cover the following claims:

- 1) that arise from environmental pollution,
- 2) that arise from products with defect that the Insurant produces or distributes,
- 3) that originate from objects of third parties possessed by (under control or management of) the Insurant, on any grounds,
- 4) claims caused by the Insurant who steered the vehicle with license plates, except if the damage should occur while the respective vehicle was not used as work machine,
- 5) that originate from objects of third parties that the Insurant keeps for professional purposes or that are kept or processed by the Insurant while performing its activity registered in the economic register, or damages caused by these things.
- 6) damages for which the Insurant shall be legally responsible as the employer pursuant to the provisions of positive legal regulations,
- 7) procedure of treatment, health and other interventions on animals such as castrating, insemination, shoeing, dressage,
- 8) due to participation on horse, bicycle, motorcycle and car races, boxing and wrestling fights, as well as participation for the preparation for a race, i.e. fight, except if not specially agreed upon extra payment of the premium.

## **III SPECIAL PROVISIONS FOR SOME SOURCES OF PERIL**

### **Implementation of special provisions**

#### **Article 13**

Upon liability insurance from certain sources of peril, in addition to basic provisions of these conditions, also special provisions of these conditions shall apply concerning the volume of cover. In case of deviation from the basic provisions, special provisions shall apply.

**Car services, car mechanic workshops and similar**  
**Article 14**

Insurance shall refer also to claims from possessing places for storage of motor vehicles, as well as from the sale of the necessary material for the vehicle power (gasoline, oil, lubricator and similar).

If specially agreed, insurance shall cover liability against theft, damage, destruction or breakage of motor vehicles that are on repair, servicing or check-up in car service workshops, if the damage should arise due to:

- towage, driving, moving of the motor vehicle, trial drive outside the workshop (but not more than to the distance of 1 km from the workshop),
- unauthorized usage of the motor vehicle by the insurant's employees or other persons,
- usage of the crane intended for motor vehicle lifting,
- work of the automatic car wash

**Exclusions from liability insurance for property claims on vehicles**  
**taken over for repair, servicing or check-up**  
**Article 15**

The insurer shall not offer insurance cover for:

- 1) demands for compensation referring to claims that arose as the consequence of inexpert performance of a direct service (repair, servicing, i.e. check-up), which is a professional activity of the insurant,
- 2) additional costs due to untimely procurement of spare parts, standard equipment, special tools and equipment necessary to carry out the repair,
- 3) additional expenses due to the price increase,
- 4) losses on structure elements and spare parts of cars, that were damaged, defective, worn-out or they should have already been repaired in the moment when the insurant took over the car,
- 5) claims that arose by the subcontractor of the insurant.

**Hospitals, sanatoriums, mental homes, health centres, clinics and similar**  
**Article 16**

Insurance shall cover also liability for losses due to damage, destruction, disappearance or theft of objects for personal use of the patient and persons accompanying it, if these objects were given to the insurant to keep them safe.

If specially agreed, the insurance shall cover liability for claims due to disappearance and theft of money, securities, watches, documents, jewellery and other valuables only in case if these objects were given to the insurant for being kept and if these things are kept by the insurant in a locked cash box.

Losses caused during the treatment by doctors, midwives, nurses or assistants and other medical personnel through their work that is not according to the rules of the profession, shall be excluded from insurance (liability for professional/expert errors shall be excluded from insurance).

### **Distribution of electricity**

#### **Article 17**

If specially agreed, insurance shall cover also cases in which there is liability of the insurant for claims suffered by the consumer of electricity (due to non-allowed deviation from the nominal voltage or frequency, due to stoppage and interruption in the delivery of electricity and in other cases, if the insurant is responsible for claim).

### **Companies**

#### **Article 18**

According to these conditions, the term company shall not mean a business company founded and performing activities in order to gain profit (joint-stock companies, partner companies, public companies)

The insurance shall also cover liability:

- 1) from having meetings, sessions and performances of the company, stipulated by the Articles of Association or other general act of the company;
- 2) from possessing buildings, land, premises and devices serving exclusively for the needs of the company (e.g. playgrounds, drill fields, rifle ranges and other);
- 3) members of the company's management and other persons authorized to represent the company;
- 4) members of the company when performing activities on performances of the company and regarding these performances, in the interest and for the goals of the company.

For rifle clubs, insurance shall cover liability for claims only if they arose on a place determined for shooting.

Insurance shall comprise liability for damage, disappearance and theft of water vehicles (boats, sailboats and other) taken over for storage on condition that there is a constant guard. Damages on motor vessels shall be covered if the motor is fastened to the boat or stored at night in a closed room.

If specially agreed, insurance shall cover also liability of the company for claims from:

- 1) Performances that exceed the frame of common performances of the company, stipulated with the Articles of Association of the company;
- 2) Keeping animals;
- 3) Installing of stands;
- 4) Usage of sport grounds and devices (skating rings, slopes for sledging and skiing and other);
- 5) Activities that are performed by the company as incidental (e.g. restaurants in own management, baths and similar).

### **Local self-administration**

#### **Article 19**

In addition to liability for claims that occurred by performing and due to performing the function of the body of local self-administration, the insurance shall include also liability from possessing or



using buildings, land, premises and devices that serve exclusively for the needs of performing operations of local self-administration.

Liability from other activities of local self-administration shall be included in insurance only if each source of peril should be insured separately.

Insurance shall comprise also liability of local self-administration for pure property claims.

Liability of the local self-administration for claims that occurred by death or bodily injury of a person due to attack, violence or terror as well as during public demonstrations and events, as well as for other claims that the local self-administration bodies were obliged to prevent according to valid regulations, shall be excluded from insurance.

### **Organizers of exhibits, performances, fairs and other events**

#### **Article 20**

Legal and natural persons as organizers of exhibits, performances, fairs and other events, leaders and keepers of exhibition subjects (exhibits), escorts (guards) of persons and objects on exhibition space, for personal and property claims that the insurant causes to the participants, i.e. visitors of these events and for which it is obliged to pay compensation pursuant to the provisions of the law, may be insured by these conditions.

In line with these Conditions, personal liability for damages caused to participants of horse riding, bicycle, motor bicycle competitions, boxing and wrestling, as well as preparation for these competitions is being covered by the insurance only if agreed specially.

### **Exclusions from insurance against liability of organizers of exhibitions, performances, fairs and other events**

#### **Article 21**

The insurer shall not compensate damages that:

- a) are the consequence of burglary of exhibition subjects/exhibits,
- b) that arise as the consequence of loading and unloading (installing, transport) of exhibition objects (exhibits), except for damages caused by accident on the exhibition subjects (exhibits) that are already set,
- c) arise on property which was used for the organization of events (including the object/building in which such an event is organized),
- d) are the consequence of activities performed by guest performers, artists, competitors, entertainers and stuntmen,
- e) are caused by the organizers i.e. managers of exhibitions i.e. staff responsible for the protection of persons and things on exhibitions and events to one another.

### **Cloakrooms Article 22**

The insurance shall also cover liability of the insurant due to damage, destruction, disappearance or theft (and also due to replacement) of things given to the cloakroom for storage, with a corresponding confirmation (number, paper pad and similar).

Liability of the insurant for claims due to disappearance or theft of money, securities, valuables, watches and documents of any kind shall be excluded from insurance.

The insurer shall be obliged only when the cloakroom has a constant security guard and where other persons, except of the security guard, shall not have any access.

### **Persons rendering cleaning services Article 23**

Pursuant to these conditions, the insurer shall compensate property claims caused by the insurant to its contractual partner when rendering cleaning services, which understands the damage of property/things, furniture and equipment and mechanical devices, for which the insurant shall be obliged to pay compensation pursuant to the provisions of the law.

### **Exclusions from liability insurance of the persons rendering cleaning services Article 24**

The insurer shall not compensate:

- a) costs that came from complaints on the quality of cleaning, such as costs of repeated cleaning or subsequent correction of lacks,
- b) claims caused outside the place designated in the business agreement to be the place for rendering cleaning services,
- c) losses due to theft.

### **Construction, mounting and similar activity Article 25**

The insurance shall also cover liability for claims arising from levelling of the grounds done by the insurant, if the levelling refers to works that the insurant has to do, whereby liability for damages on the object for the building and defence of which the levelling was done, shall be excluded from insurance.

The insurance shall refer also to liability for claims:

- 1) on the object on which the insurant shall perform construction or mounting works. In case that the construction or mounting works are performed on the existing object that belongs to the investor, the insurance shall cover claims on the part of the object on which works are done by the insurant.
- 2) immediately caused by damage of underground devices (such as pipes for gas, water, electricity, sewage and similar) if not specially agreed that also indirect claims shall be included;
- 3) caused by mining in performing the insurant's activity, but not for claims on immovable objects that during mining are on the distance less than 75 metres from the mining point, if not otherwise agreed.

Liability for the following claims shall be excluded from insurance:

- 1) on neighbouring construction, due to failure to perform appropriate reinforcement (support and similar);
- 2) on the construction, i.e. prefabricated object that the insurant builds or on which it works;
- 3) caused from destroying on immovable objects that are in a circle the radius of which corresponds to the height of the object that is being torn down.
- 4) if a part of the construction object or some construction and handicraft works are insured, the liability insurance of the contractor of construction works shall not cover damages on other parts of that building object or other building works and handicraft works, that are not insured, i.e. that are insured with another policy;
- 5) if a part of the prefabricated object or some assembling works are insured, the liability insurance of constructor of assembling work shall not cover claims on other parts of that prefabricated object or other assembling works that are not insured, i.e. that are insured with another policy.
- 6) on things and their integral parts that are being built in, assembled, repaired, processed and similar, on works that were performed or should be performed by the insurant and on a built-in material for damages that the insurant suffers due to additional works that it had to perform, as well as claims on a certain material.
- 7) in an agreed warranty period after delivery of work to the constructor
- 8) after the expiry of 1 month since the insurant completed the final works on the object, and the warranty period still did not start to run
- 9) on things on an existing object, if by the nature of works the damage of things, which thereby belong to the sources of peril, may be expected
- 10) for such claims on objects on which must be usually counted during mining works, despite of applying prescribed security measures
- 11) due to conscious breakage/neglecting of technical instructions or instructions of the valid technical body
- 12) due to a planning error by the insurant
- 13) due to expert error in technical consulting and supervision
- 14) on the basis of membership or partnership in the consortium. If the insurant is engaged as the subcontractor on the basis of an agreement, this shall not be considered to be membership or partnership in the consortium.

The following requests for the compensation for damage shall also be excluded from insurance:

- 1) which do not belong either to claims due to bodily injury or impairment of health of a person or to damages/destructions of material things of third persons – purely financial losses
- 2) breach of agreed liabilities
- 3) Conscious breach of legal rules and instructions given by the competent body
- 4) non observance of general technical rules, technical instructions, norms, standards or decision of the technical inspection or competent body
- 5) usage of untried statistical, calculation and other methods as well as unchecked constructions and materials
- 7) aesthetic errors, non-functionality and non-profitability
- 8) Environmental pollution as well as all types of pollution and emission
- 9) Nuclear reaction, nuclear radiation or radio active contamination

### **Bathing resorts, swimming pools** **Article 26**

Insurance shall cover also liability of the insurant for damage, destruction, disappearance and theft of things for personal usage of the bathing guests, if these were things locked in cabins or other appropriate premises intended for the storage of things or if they were given to the insurant for storage.

The liability for claims due to disappearance and theft of money, securities, valuables, watches, documents and similar, shall be covered by insurance, only if these things were given to the insurant for storage and if they were kept in a locked cash box.

The insurance shall cover also liability for claims caused by the insurant's things that serve for sport, recreation and leisure of the bathing guests.

Insurance shall not cover liability of the insurant for claims on vehicles on water and land and their spare parts, and on things that are on or in the vehicle.

### **Ports and public warehouses Article 27**

If specially agreed, insurance shall refer also to liability:

- 1) for claims that arose on somebody else's goods during: reloading, storage, assembling and tightening; weighing, measuring, counting, sorting, marking and increasing; packing and repair of package; transport and moving over the business premises;
- 2) for claims against pollution of water, shores and other objects.

Insurance shall not comprise liability:

- 1) for claims caused by pulling, pilotage, storing and protecting of ships; fastening, untying and saving of boats; transport of persons with pilot ships and rope boats; finishing, processing, refining, repair and similar; egalizing, fumigating, cleaning, whitewashing, mixing, drying and similar; international and internal dispatch of goods (forwarding); putting into storage and keeping of goods in cold storage plants;
- 2) for indirect damages (e.g.: loss of market, drop of prices, export / import ban).

### **Agricultural and forest activity Article 28**

Insurance shall cover also liability for claims caused by:

- 1) Keeping animals, but not claims that arise on animals when mating or artificial insemination, except if not otherwise agreed;
- 2) Usage of funds for killing weeds, as well as preventing and wiping out of plant diseases and pests on the land of the insurant
- 3) Doing construction works on the land of the insurant, if the preliminary value of these works does not exceed more than 5.000 euro
- 4) Incidental activities of the insurant, if the annual income from these activities does not exceed the amount of 1.000 euro

Insurance shall cover also liability of the insurant as a private person.

### **Railroad siding, funiculars, cable railways, rented rail warehouses, cranes and loading and unloading equipment Article 29**

If the activity of the insurant, as the source of peril from policies is performed by using railroad siding, funiculars, cable railways, rented rail warehouses, cranes and other equipment for loading and unloading, the insurance shall include:

- 1) liability for damages that arose from the use of the railroad siding (forest, field, industrial), funicular or cable railway, if the transport is done without payment of freight;

- 2) liability for damages from the use of cranes and loading and unloading equipment, if they did not occur when using equipment that according to its construction leaves the burden to fall;
- 3) contractual liability for claims that arose from the use of the rented rail warehouse towards the railway.

If specially agreed, insurance shall cover:

- 1) liability for damages due to the damage of railway cars, ships, motor vehicles by using cranes and other loading and unloading equipment;
- 2) liability for claims that occurred from the usage of the railroad siding (forest, field, industrial), funiculars or cable railways, if the transport is performed with the premium payment.

### **Private person – liability in that capacity**

#### **Article 30**

Insurance shall cover liability of the insurant for damages that it causes in the capacity of a private person in everyday life, apart from the performance of the profession or trade:

- 1) as owner, user or lessee of a flat or separate house intended for living in it, a small garden and courtyard;
- 2) as an employer towards a person employed in the household;
- 3) by possessing and usage of a bicycle without a motor;
- 4) by going in for sports, except of sports worked out professionally, as well as sport that is connected with the usage of a vehicle having a motor of any kind, sport with aircrafts, hunting and fighting sports (box, fencing, wrestling, judo, karate and other);
- 5) as holder of tame animals that are not used for purposes of economic operations;
- 6) side or firearms for the possession of which it has a license and that serves for the defence or participation in shooting competitions.

In the same volume as in paragraph 1 hereof, the insurance shall refer also to liability:

- 1) of the insurant's spouse and children that live with it in the joint household and that it is obliged to support;
- 2) persons employed in the household of the insurant when performing activities of that household.

If a part of the flat, i.e. building is used for the performance of a profession, the insurance shall not comprise the liability from holding that part of the flat, i.e. building.

If specially agreed, liability for minor children that do not live with the insurant in the joint household shall be included as well.

### **Roads - maintenance**

#### **Article 31**

If specially agreed, insurance shall cover also liability of the insurant for damages that occurred due to:

- 1) inappropriate protection fences or their inexistence, as well as inexistence of corresponding traffic signs and warnings of dangerous places on roads;
- 2) not mowing of grass and non-maintenance of plants on the road land;
- 3) various drifts on the road (snow, earth, garbage and other);
- 4) not strewing of the road in order to prevent the consequences of freezing.

### **Sport events Article 32**

Insurance shall comprise liability of the organizer of bicycle, motorcycle and car races during the race itself.

If the race is held on open tracks, such a track must be secured by the public security body.

### **Schools, institutions for education, upbringing, guarding and similar Article 33**

Insurance shall cover also liability of the insurant for losses due to damage, destruction, disappearance and theft of pupils' and cadets' things, only if the things are in corresponding premises used for the storage of these things.

Insurance against liability due to theft or disappearance of clothes, shoes or equipment of pupils and students during the classes may be agreed without concluding the basic insurance according to these conditions.

Liability for losses due to disappearance and theft of money, securities, precious metals, numismatic, philatelist and other collections and valuables of all kinds shall be excluded from insurance.

Insurance shall also cover liability:

- 1) of members of school councils and councils of educational and other institutions that manage the school, i.e. the institution, according to legal regulations and general acts of the school, i.e. of the educational and other institution;
- 2) from organizing excursions, picnics, school events and similar

Schools and educational and training institutions for the management of all types of:

- 1) motor vehicles, aircrafts and other vehicles
- 2) all types of sport activities (riding, parachute jumping, paragliding, gliding...)

shall be excluded from insurance.

### **Hotel keeping/restaurant keeping activity Article 34**

According to these conditions, a hotel-keeping/restaurant keeping activity shall understand an activity performed by: hotels, restaurants, boarding-houses, rest homes, organized camps, students', solitary persons' and tourist homes and similar.

Insurance shall cover also liability of the insurant due to damage, destruction, disappearance or theft of things used for personal needs of guests that they brought into the hotel object. Things for personal usage shall be considered to be also an amateur camera with equipment, weekend and camping equipment, radio and TV set, record player with records and cassette player, binoculars, hunting rifle, personal guns and sport equipment.

Insurance shall not refer to liability for claims that occurred:

- 1) on guests' things during their use, processing or work on them by the insurant;

2) due to disappearance or theft of guests' things if they were brought to the premises that are accessible to everybody, in which food and beverage are served and similar, except if given to the cloakroom for being kept.

If specially agreed, insurance shall cover also liability of the insurant for damages on the vehicle, according to the provisions in **Vehicles - storage**.

Liability for claims due to disappearance or theft of money, jewellery, securities and documents of any kind shall be covered with insurance, if these things were given to the insurant and placed in a locked cash box.

Insurance shall comprise also liability

1) from auxiliary plants that belong to the insurant (such as washing rooms, kitchens, bakeries, butcher shops and similar) and which serve exclusively for the performance of the insurant's activity;

2) from possessing things, premises and playing fields for sport and recreation that are used by guests free of charge.

### **Entertainment devices**

#### **Article 35**

Insurance shall cover also liability for claims that arise during the assembling and disassembling of entertainment devices.

### **Fire companies**

#### **Article 36**

Insurance shall comprise liability for claims caused during drills, actions and offering help.

Insurance shall cover also personal liability of the members of the company from performing activities in the capacity of a fireman.

Insurance shall refer also to liability of the fire company as the owner, lessee or usufructuary of the land, buildings and premises that serve exclusively for the needs of the company.

Liability for claims on things for the rescue of which the company was called shall be excluded from insurance.

### **Veterinarians, veterinary clinics and stations**

#### **Article 37**

Insurance shall cover also liability of the insurant due to the injury of animals during treatment.

If specially agreed, insurance shall cover also liability for claims due to injury of animals referring to castration, gas treatment and artificial insemination.

### **Vehicles - storing**

#### **Article 38**

Insurance shall cover also liability of the insurant for damage, destruction, disappearance, theft and replacement of vehicles left for storage (motor vehicles, trailers, motorcycles and bicycles).

Insurance shall also cover damages on vehicles caused by the insurant in the time period when it renders services for the needs of guests like parking, storing in a garage and similar in the area of the hotel object.

If the vehicle is not placed in a locked garage, claims on objects that are on or in the vehicle, as well as on certain parts of the vehicle, except of things that are produced serially with the vehicle and things that according to the regulations had to be in the vehicle, shall be included from insurance.

The insurer shall be obliged only when the parking lot for vehicles is precisely defined, marked and the vehicles are regularly stored and secured, on condition that there is always a guard.

### **Buildings and lands (possession, i.e. usage)**

#### **Article 39**

Insurance shall cover also liability for sources of peril from article 4, paragraph 2 hereof.

Insurance shall cover also liability:

- 1) for claims caused by persons in charge of maintenance and cleaning of buildings, i.e. land as the source of peril;
- 2) for claims caused by persons that take the place of an insurant in the capacity of a new beneficiary, usufructuary or trustee in bankruptcy;
- 3) for damages from the usage of children's playgrounds with belonging equipment for the entertainment of children, if the playground belongs to the building as the source of peril from the policy;
- 4) from possessing a garden, if it is used for own purposes and if it belongs to the building or land as the source of peril from the policy.

If the building has several users, i.e. owners, the insurer shall not be obliged to compensate for the damage caused by one user, i.e. owner to the other owner, its spouse and persons that it supports.

Requirements of the owner, i.e. user of the flat, its spouse and persons that it supports shall be included in the insurance, if they do not participate in the joint liability for claims with other owners, i.e. users of the building.

### **Animals**

#### **Article 40**

Insurance shall cover also the liability of the guard of animals and of other persons that take care about animals that are mentioned in the insurance policy.

Insurance shall cover liability for claims from acts of mating animals, if it has been specially agreed.

Liability from keeping animals such as horses, mules and other towing animals as well as dogs shall be covered by insurance only if insurance of another source of peril (e.g. agricultural farm, liability as a private person) was also concluded.

The liability of the insurer for losses due to damage/injury, destruction, loss or disappearance of somebody else's placed animals (placing in somebody else's stables) shall be excluded.



The insurer shall be obliged to compensate the costs of the veterinary check-up of the insured animals in case of existence of a contagion with the rabies virus up to 1% of the insurance sum mentioned in the policy.

In case of renting out, leasing out of animals, insurance shall not apply, but damages caused by the activity of these animals towards third parties shall be accepted into insurance.

### **Changes of insurance conditions**

#### **Article 41**

These conditions may be changed or amended in the way and by procedure in which they were passed, upon prior obtaining of the opinion of an authorized actuary and notifying the Agency for supervision of insurance of Republic of Montenegro.

The policy holder shall be informed about changes and amendments of the Conditions, in compliance with the law.

### **Implementation of Terms and Conditions for liability insurance and legal regulations**

#### **Article 42**

Concerning issues that are not regulated with these conditions, the provisions of the Terms and Conditions for liability insurance, i.e. the Law on obligatory relations shall apply.

For issues that are regulated contrary to the provisions of the Terms and Conditions for liability insurance, provisions of these conditions shall apply.

## **III FINAL PROVISIONS**

### **Article 43**

These conditions shall take effect as of the adoption date, and the Terms and conditions for general liability insurance dated June 8<sup>th</sup> 2008 shall cease to be valid.

**President of the Management Board**

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