

Terms and Conditions for General Third Party Liability Insurance – VIG_GTPL 2025

Preamble	4
Part A – General provisions	4
1. Introductory Provisions	4
2. Change of the Insurance	5
3. Cessation of the Insurance	5
4. Changes in Participants to the Insurance, Devolution of Rights and Obligations	7
5. Insured Interest	8
6. Insurance of a Third Party’s Insured Peril	9
7. Premium	10
8. Indemnity from the Insurer	11
9. Investigation by the Insurer	12
10. Supplementary Costs	14
11. Obligations of the Insurer	15
12. Obligations of the Policyholder, the Insured and Other Person Claiming the Right to the Insurance Indemnity	15
13. Consequences of Violation of Obligations	17
14. Form of Acting	19
15. Delivery	20
16. Governing Law and Settlement of Disputes	21
17. Definition of Terms	22
Part B – Special provisions	24
1 Insurance Agreement	24
1.1 Insured	24
1.2 Insured Event and Insured Risk	25
1.3 Claims Series Clause	26
1.4 Damages	26
1.5 Property Damage	26
1.6 Bodily Injury	26
1.7 Consequential Economic Losses	27
2 Changes in Risks of the Insured’s Business	27
3 Territorial Scope of Cover	27
4 Insurance Period	27
5 Limit of Indemnity (Sum Insured)	28

5.1	Aggregate Limit	28
5.2	Sublimits	28
5.3	Deductible(s)	28
5.4	Defense Costs	28
5.5	Salvage Costs	29
6	Exclusions.....	29
6.1	Intentional Acts	29
6.2	Insured(s).....	29
6.3	Fines, Penalties and Damages	30
6.4	Contractual Liability.....	30
6.5	Employer’s Liability.....	30
6.6	Employment-Related Practices	30
6.7	Workers' Compensation and Other Similar Legal Provisions	31
6.8	Intellectual Property Laws or Rights.....	31
6.9	Aircraft, Motor Vehicles or Watercraft	31
6.10	Property in the Insured's Care, Custody or Control	31
6.11	Movable and Immovable Property.....	32
6.12	Damage to Insured's Premises, Product or Work	32
6.13	Loss of Use of Tangible Property	32
6.14	Aircraft, Automotive Vehicles, Funiculars, Cable Cars, Aerospace Craft, Railway Products .	32
6.15	Recall of Products, Work or Impaired Property	32
6.16	Product Guarantee	32
6.17	Unapproved Goods or Products.....	32
6.18	Tobacco	33
6.19	Asbestos, Silica	33
6.20	Electromagnetic and Magnetic Fields	33
6.21	Radioactivity	33
6.22	Biological Agents	33
6.23	Genetical Harm and Genetically Modified Organism.....	33
6.24	Gradual Factors	33
6.25	Pollution	33
6.26	War, Acts of Violence	34
6.27	Terrorism	35
6.28	Directors & Officers.....	35
6.29	Pure Economic Losses	35

6.30	Cyber.....	35
6.31	PFAS.....	36
6.32	Welding Fumes.....	36
6.33	Toxic Mold.....	36
6.34	Libel and Slander.....	36
7	Arbitration.....	36
8	Extensions.....	36
8.1	Environmental Liability.....	36
8.2	Cross Liability.....	40
8.3	Property in Care, Custody and Control.....	40
8.4	Extended Cover for Products Liability Regarding Business-to-Business Relationships.....	41
8.5	Pure Economic Losses due to Unforeseen Hindrances.....	43
8.6	Pure Economic Losses.....	43
8.7	Damage to Movable Property Worked Upon.....	45
8.8	Damage to Immovable Property Worked Upon.....	45
8.9	Damage to Rented (not Leased) Buildings or Premises (“Tenant’s Liability”).....	45
8.10	Subcontractors.....	46
8.11	Extended Territorial Scope of Cover (Europe).....	46

<p>Preamble</p>	<p>If any of the following provisions of Terms and Conditions for General Third Party Liability Insurance (hereinafter referred to only as the “VIG_GTPL 2025”) contradict local mandatory applicable law, the provisions of the local law shall prevail.</p> <p>Where reference is made in Part A (General Provisions) of VIG_GTPL 2025 to a particular paragraph of VIG_GTPL 2025, the reference is meant to be to the relevant paragraph contained in Part A (General Provisions) of VIG_GTPL 2025.</p> <p>Where reference is made in Part B (Special Provisions) to a particular paragraph of VIG_GTPL 2025, the reference is meant to be to the relevant paragraph contained in Part B (Special Provisions) of VIG_GTPL 2025.</p>
<p>Part A – General provisions</p>	
<p>1. Introductory Provisions</p>	<p>1.1. The Insurance shall be governed by the Insurance Contract, by the Terms and Conditions of Insurance specified in the Insurance Contract, by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to only as the “Civil Code”) and other relevant legal regulations.</p> <p>1.2. VIG_GTPL 2025 shall apply to the insurance of third party liability, possibly other values of insured interest.</p> <p>1.3. In addition to VIG_GTPL 2025, the terms and conditions of the Insurance may be specified in greater detail in the relevant special of other Terms and Conditions of Insurance (hereinafter referred to only as the “Special Terms and Conditions of Insurance”). Should any provisions of VIG_GTPL 2025 be in conflict with the provisions of the Special Terms and Conditions of Insurance, the given provision of the Special Terms and Conditions of Insurance shall take priority. If the provisions of the Special Terms and Conditions of Insurance and VIG_GTPL 2025 are not in conflict, the provisions of VIG_GTPL 2025 and the Special Terms and Conditions of Insurance shall apply simultaneously.</p> <p>1.4. VIG_GTPL 2025 as well as the relevant Special Terms and Conditions of Insurance shall form part of the Insurance Contract; the Insurance Contract may contain a deviation from the same. In the case that any provision of the Terms and Conditions of Insurance is in conflict with the provisions of the Insurance Contract, the given provision of the Insurance Contract shall take priority. If the provisions of the Insurance Contract and the Terms and Conditions of Insurance are not in conflict, the provisions of the Insurance Contract and the Terms and Conditions of Insurance shall apply simultaneously.</p> <p>1.5. The Insurance shall be effected as an indemnity insurance.</p> <p>1.6. If the Policyholder is an entrepreneur, it is stipulated that the provisions of Section 1799 and Section 1800 of the Civil Code on</p>

	<p>contracts concluded as adhesion contract shall not be applied to the relationship established by this Insurance Contract.</p>
<p>2. Change of the Insurance</p>	<p>2.1. The Insurance Contract may be changed by agreement between the Policyholder and the Insurer (for example by an amendment to the Insurance Contract). The conclusion of such an agreement shall be governed by rules identical to those applied to the conclusion of the Insurance Contract. The moment of effectiveness of the change in the Insurance Contract shall be specified in the agreement on the change in the same.</p> <p>2.2. In connection with a change in the Insurance Contract, the inception and the end of the Effective terms or the insurance year specified in the Insurance Contract shall not change. The same shall apply also in the case that new Insurance is effected by agreement on the change in the Insurance Contract. However, the first Effective term of the Insurance effected by the amendment shall commence upon the inception of such new Insurance and shall end upon expiry of the day which precedes the inception of the following Effective term resulting from the Insurance Contract.</p> <p>2.3. The Insurance Contract may be assigned to a third party only upon approval by the Insurer.</p> <p>2.4. In the case of non-payment of the Premium, the Insurance shall not be interrupted.</p>
<p>3. Cessation of the Insurance</p>	<p>3.1. The Insurance shall cease to exist in the cases defined in the Insurance Contract, the Terms and Conditions of Insurance or the Civil Code. In particular, the Insurance shall cease to exist:</p> <ul style="list-style-type: none"> a) upon the date of expiry of the Coverage Period, if the Insurance in question is one effected for a definite period of time; b) upon the date of cessation of the insured interest; however, the Insurer shall have the right to the Premium until the time when the Insurer learns of the cessation of the insured interest of the Policyholder. The Policyholder shall be obliged to prove to the Insurer the cessation of the insured interest; c) upon the date of cessation of the insured peril; d) upon the date of cessation of the insured legal entity without legal successor; e) upon the date of death of the insured natural person, unless Article 4 specifies otherwise. If ownership of the object to which the effected Insurance applies is changed as a result of death of the The Insured, the cessation, or change in the participants to the Insurance shall be evaluated according to the provisions regulating consequences of change in the ownership of the given object; f) upon the date of delivery to the Insurer of notification regarding the change in ownership of the insured object, unless otherwise specified in Article 4. The Insurer shall be

	<p>entitled to require that the change is proven by submitting a document proving the change in the ownership of the object to which the effected Insurance applies (including a document on cessation of the joint assets of spouses) or in another manner; without submitting such a document, the change in the ownership of the insured object shall be deemed to be non-reported and the Insurance shall continue further, unless the Insurer and the Policyholder find agreement regarding another method of proving the change in the ownership of the insured object;</p> <p>g) upon the date of declaration of bankruptcy over assets of the Policyholder or the rejection of motion for declaration of bankruptcy due to lack of assets; this shall not apply to mandatory insurance.</p> <p>3.2. Additionally, the Insurance shall cease to exist in the case of a delay of the Policyholder with the payment of the Premium, this upon futile expiry of an additional period of time for payment of the overdue Premium, determined by the Insurer in a reminder to the Policyholder.</p> <p>3.3. Both the Policyholder and the Insurer may terminate the Insurance upon notice of termination:</p> <p>a) as to the last day of each Effective term, if the Insurance is one featuring current Premium; such notice of termination must be delivered to the other party at least six weeks prior to the end of the Effective term; otherwise the Insurance shall cease to exist as late as to the end of the following Effective term, for which the six-week period is maintained;</p> <p>b) delivered to the other party within two months from the date of conclusion of the Insurance Contract; the Insurance shall cease to exist upon expiry of the eight-day period of notice;</p> <p>c) delivered to the other party within three months from the date on which the Insurer is notified of origination of an insurance event; the Insurance shall cease to exist upon expiry of the one-month period of notice.</p> <p>3.4. Additionally, the Insurer may terminate the Insurance by giving notice of termination without any period of notice in the case that the Policyholder or the Insured violates their obligation to inform the Insurer of an increase in the insurance risk; the Insurance shall cease to exist as to the date on which the notice of termination is delivered to the Policyholder.</p> <p>3.5. Both the Policyholder and the Insurer may withdraw from the Insurance Contract or agreement on a change in the same in cases and under the terms and conditions specified in the Civil Code.</p> <p>3.6. The Insurer may withdraw from the Insurance Contract or agreement on a change in the same in particular in the case that the Policyholder or the Insured, intentionally or by negligence, fail to answer truthfully and completely written queries by the Insurer in connection with conclusion of the Insurance Contract or</p>
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	<p>agreement on a change in the same, provided that the Insurer would not have concluded the Insurance Contract or agreement on a change in the same had such queries been answered truthfully and completely. Upon withdrawal the Insurance Contract shall be cancelled and void from commencement and the contractual parties shall be obliged to return to each other everything that has been provided from the Insurance Contract.</p> <p>3.7. The Insurer may withdraw from the Insurance Contract or agreement on a change in the same also within a period of two months from the date on which the Insurer learns of a resolution on bankruptcy of the Insured or the manner of settling the bankruptcy of the Insured. Upon withdrawal the Insurance Contract shall be cancelled with effects applying to the future and the Insurance shall cease to exist as to the date of delivery of the withdrawal to the Policyholder.</p> <p>3.8. The Insurance shall cease to exist as to the day on which notification from the Insurer on refusal of the insurance indemnity is delivered. The Insurer may refuse the insurance indemnity if the cause of the insurance event is a fact of which the Insurer learns as late as following the origination of the insurance event and which the Insurer was not able to discover at an earlier time due to the fact that the Policyholder or the Insured, intentionally or by negligence, untruthfully or incompletely answered the written queries by the Insurer when concluding the Insurance Contract or agreement on a change in the same, provided that the Insurer had not concluded the Insurance Contract or agreement on a change in the same or had concluded the same under different terms and conditions, had the Insurer known of such a fact.</p> <p>3.9. Cessation of the Insurance shall be governed by the relevant provisions of the Civil Code, unless otherwise specified in the Terms and Conditions of Insurance or the Insurance Contract.</p>
<p>4. Changes in Participants to the Insurance, Devolution of Rights and Obligations</p>	<p>4.1. Arrangement on duration of the Insurance pursuant to this Article shall be valid only in the case that the insured object or set of objects continues to be located at the place to which the effected Insurance applies.</p> <p>4.2. If the owner of the insured object changes and the hitherto owner of the object had not been the Policyholder, the Insurance shall not cease to exist upon such a change. The rights and obligations from the Insurance effected shall pass from the hitherto owner to the new owner of the object. This shall apply also in the case that the Policyholder becomes the new owner of the object.</p> <p>4.3. If the Policyholder dies, the Insurance shall cease to exist only upon the expiry of the last Effective term for which the Premium has been paid, this even when these are Effective terms with commencement after the death of the Policyholder. The Policyholder's legal successor shall accede into the Insurance in place of the Policyholder for the period until the cessation of the Insurance. However, if the Premium for the Effective term in which the Policyholder died has not been paid, the Insurance shall</p>

	<p>cease to exist as to the date of death of the Policyholder. However, in deviation to this, Article 6.5. shall be applied with respect to insurance of a third party's insured peril.</p> <p>4.4. Unless the Contract stipulates insurance for liability for detriment other than the third party liability insurance for detriment resulting from ownership of object, the cessation and change in the participants to such insurance shall be evaluated according to the provisions relating to the change in the ownership of the object specified in this Article.</p>
<p>5. Insured Interest</p>	<p>5.1. The insured interest shall be a legitimate need for protection from consequences of an insurance event. The insured interest on the part of the Policyholder shall be a precondition for the commencement and duration of the Insurance. The Policyholder shall always have an insured interest in their own property. The Policyholder shall have insured interest also in the property of a third party, provided that without the existence and preservation of such property, the Policyholder would be threatened by a direct property loss. If the Insured granted consent to the Insurance, the insured interest of the Policyholder shall be deemed proven.</p> <p>5.2. The insured interest on the part of the Policyholder may be established in particular when the following is concerned:</p> <ul style="list-style-type: none"> a) insurance of property which is lawfully used by the Policyholder or received by the Policyholder for the purpose of undertaking an ordered operation; b) insurance of property which is under ownership of a person who is an immediate relation of the Policyholder; c) insurance of property of a legal entity by a member of such entity's statutory body or by a person who has a substantial control over the legal entity as a member of the same or on the basis of an agreement or another circumstance, and to the contrary, insurance of property of such persons by the given legal entity; d) insurance of property which is under the ownership of a partner or member of the Policyholder or an immediate relation of the partner (member); e) insurance of property of a company in which the Policyholder has a property share or in which property share is had by the same entity as in the Policyholder-legal entity; f) insurance of property which serves to secure a receivable of the Policyholder; g) insurance of property administered by the Policyholder; h) insurance of third party liability of persons specified under clauses b) to e); i) insurance of third party liability of a person who may cause a detriment to the Policyholder (for example insurance of liability of an employee by the employer). <p>5.3. If the Policyholder wilfully insured a non-existent insured interest, but the Insurer was not and could not be aware of this, the Insurance Contract shall be invalid. However, remuneration corresponding to the Premium until the time when the Insurer learns of such invalidity shall belong to the Insurer.</p>

	<p>5.4. The Policyholder shall be obliged to notify the Insurer that the insured interest has ceased to exist. Such notification must be made in written form; information and documents showing the cessation of the insured interest must be specified in and appended to such notification.</p>
<p>6. Insurance of a Third Party's Insured Peril</p>	<p>6.1. The Policyholder may conclude a Contract relating to an insured peril of a third party (the Insured) which is different from the Policyholder (hereinafter referred to only as the "insurance of a third party's insured peril"), provided that the policyholder has insured interest in such Insurance.</p> <p>6.2. The Policyholder shall be obliged to familiarise the Insured with the content of the Insurance Contract relating to the insured peril of the Insured.</p> <p>6.3. Unless the Insurance Contract specifies otherwise, the insurance of a third party's insured peril shall be effected to the benefit of the Insured, that is the right to the insurance indemnity shall be vested in the Insured, this even in the case when the Insurer is obliged to disburse the insurance indemnity the claim to which is vested in the Insured, to a person different from the Insured (for example in insurance of liability for detriment).</p> <p>6.4. Only if the same is explicitly specified in the Insurance Contract shall the insurance of a third party's insured peril be effected to the benefit of the Policyholder or another third party. In such case, such persons may exercise their right to the insurance indemnity only if they prove that they have familiarised the Insured with the content of the Insurance Contract and that the Insured, being aware that the Insured shall not obtain the right to the insurance indemnity, agrees that the Policyholder or another third party accepts the insurance indemnity. If the Policyholder fails to prove such consent of the Insured at the latest by the end of the Coverage Period effected, the Insurance shall cease to exist upon the expiry of such Coverage Period. If an insurance event occurs, and such consent of the Insured has not been granted, the right to the insurance indemnity shall be acquired by the Insured. If the Insured who is not fully competent is a descendant of the Policyholder, the consent of the Insured regarding disbursement of the insurance indemnity to the Policyholder must be superseded with a special consent. The special consent shall not be required if the Policyholder is a legal guardian of the Insured and property insurance is not concerned.</p> <p>6.5. The Insured shall accede into the Insurance in place of the Policyholder as to the date of the Policyholder's death or their cessation without legal successor. However, if the Insured notifies the Insurer in written form within a period of 30 days from the date of the Policyholder's death or from the date of the Policyholder's cessation that the Insured does not have interest in duration of the Insurance, the Insurance shall cease to exist as to the date of the Policyholder's death or cessation.</p>

<p>7. Premium</p>	<p>7.1. The Policyholder shall be obliged to pay the Premium properly and duly.</p> <p>7.2. The Premium shall be effected as the current Premium, unless the Insurance Contract specifies that single Premium is concerned.</p> <p>7.3. The single Premium shall be effected for the entire Coverage Period. The current Premium shall be effected for the individual Effective terms the length of which is specified in the Insurance Contract. Unless stipulated otherwise, the Effective term shall be 12 months. The first Effective term shall commence on the date of the inception of the Insurance.</p> <p>7.4. Unless stipulated otherwise, the current Premium shall be due always on the first day of the given Effective term and the single Premium on the date of the inception of the Insurance.</p> <p>7.5. The Premium shall be deemed paid duly if the bank account of the Insurer or a party appointed by the Insurer is, at the latest at the due date of such Premium, credited with such Premium, with a variable code defined by the Insurer, possibly if the Premium is paid in cash to the Insurer or a representative of the Insurer who is authorised by the Insurer to collect the Premium.</p> <p>7.6. The Premium paid with a variable code defined by the Insurer shall be deemed paid by the Policyholder or another party upon the Policyholder's consent.</p> <p>7.7. The Insurer shall have the right to the Premium for the period of duration of the Insurance, unless otherwise agreed or otherwise determined by the Civil Code.</p> <p>7.8. The Insurer may change the amount of the Premium unilaterally in cases determined by the Civil Code or specified in the following paragraph of this Article, or by agreement with the Policyholder. Agreement with the Policyholder on a change in the Premium shall be deemed to include also a modification of the Premium on the basis of the conditions specified in the Insurance Contract, which make clear the method of determining the new amount of the Premium (for example bonus/malus system).</p> <p>7.9. The Insurer may unilaterally change the amount of the current Premium for the following Effective term, if the conditions decisive for determination of the amount of the Premium change, in particular the following: a) generally binding legal regulations or a settled judicial practice (for example in the field of compensation for detriment) which influence the determination of the amount of the Premium or the insurance indemnity or the amount of costs of the Insurer (for example change in taxes or mandatory scope of insurance protection); b) factors resulting in an increase in the insurance indemnity, which do not depend on the Insurer's will (for example as a result of changes in prices of goods, spare parts, services or as a result of change in frequency of loss-incurring events); c) generally binding legal regulations which impose on the Insurer additional expenses (for example mandatory transfers) to which the Insurer was not bound at the time of concluding the Insurance Contract; or d) when the</p>
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	<p>Premium is not sufficient to secure the sustainable dischargability of liabilities of the insurance company pursuant to the act governing insurance industry.</p> <p>7.10. If the Policyholder disapproves of the change in the amount of the Premium pursuant to the preceding paragraph, the Policyholder must express their disapproval in writing within a period of one month from the date on which they learnt of the proposed change in the amount of the Premium. In such case, the Insurance shall cease to exist upon expiry of the Effective term preceding the Effective term in which the amount of the Premium should have been changed, provided that the Insurer informed the Policyholder of such consequence and provided that no other agreement takes place between the Policyholder and the Insurer. However, the Insurance shall not cease to exist due to the disapproval of the Policyholder of the new amount of the Premium, if the Premium for the new Effective term, modified according to this Article, is lower than the Premium for the preceding Effective term. If no disapproval is expressed in the specified period of time, the Insurance shall not cease to exist and the Insurer shall have the right to the newly determined Premium.</p> <p>7.11. The Insurer shall have the right to settle, from the Premium paid, the Insurer's receivables regarding the Premium in such order in which the same originated. The Insurer shall have the right to settle other their receivables relating to the Insurance preferentially. 12) If the Premium is not paid duly and to the effected amount, the Insurer shall be entitled to require default interest and costs associated with reminding and collecting such Premium.</p>
<p>8. Indemnity from the Insurer</p>	<p>8.1. The insurance indemnity shall be limited by an uppermost limit determined by the sum insured or the limit of indemnity.</p> <p>8.2. The Insurer shall provide the insurance indemnity if the person exercising the right to the insurance indemnity proves, and the investigation by the Insurer confirms, that an accidental event covered by the Insurance is concerned, that is that there exists an obligation of the Insurer to provide indemnity and the scope of such obligation is identified.</p> <p>8.3. The Entitled Party (that is the person who has the right to the insurance indemnity from the Insurance) shall be the Insured, unless specified otherwise in the Insurance Contract or in other provisions of the Terms and Conditions of Insurance related to the Insurance effected.</p> <p>8.4. The Entitled Party shall participate in the insurance indemnity with a deductible agreed on. A deductible may be determined as a fixed amount, percentage, time section, or a combination thereof. The Insurer shall deduct such deductible from the total amount of the insurance indemnity. The total amount of the insurance indemnity shall mean the amount at which the insurance indemnity would be determined before deducting the agreed deductible. Should the total amount of the insurance indemnity not exceed the agreed</p>

	<p>deductible, the Insurer shall not provide any insurance indemnity. In insurance of liability for detriment, compensation for detriment shall be disbursed to the injured party following deduction of the deductible from the total amount of the insurance indemnity.</p> <p>8.5. The insurance indemnity shall be provided in money. This shall apply also in the case when insurance indemnity is disbursed from the insurance of liability for detriment and the Insured is obliged to compensate for the detriment incurred by reinstatement. The insurance indemnity and any other benefits from the Insurance shall be disbursed in domestic currency, unless legal regulations, including international agreements binding upon the Czech Republic, or an agreement with the Policyholder, specify the obligation to provide the same in another currency. For the purpose of determination of the amount of the insurance indemnity, the exchange rate declared by the Czech National Bank relating to the date of the origination of the insurance event shall be applied to convert currencies. For the purpose of disbursement in foreign currency, the exchange rate of the bank of the Insurer valid at the date of the disbursement of the insurance indemnity shall be used. In order to eliminate doubts it is declared that the Insurer shall not bear any exchange rate risk associated with currency conversion.</p> <p>8.6. Should the Entitled Party or the injured entity in repair or compensation related to the insurance event be entitled to deduct the value added tax (hereinafter referred to only as the "VAT"), the Insurer shall provide the insurance indemnity at the amount excluding VAT. In cases when the Entitled Party or the injured party is not so entitled, the Insurer shall provide the insurance indemnity at the amount including VAT.</p>
<p>9. Investigation by the Insurer</p>	<p>9.1. Upon receipt of a notification regarding a loss-incurring event, the Insurer shall commence investigation without undue delay and shall continue the same in such way that the same is completed at the latest within a period of three months following the receipt of such a notification. If it is not possible to complete the investigation within such period of time, the Insurer shall be obliged to notify the person who exercised the right to the insurance indemnity of reasons for such condition.</p> <p>9.2. The term of the investigation shall not include the period of time during which proceedings before a public power body (in particular civil or criminal judicial proceedings, misdemeanour proceedings or other administrative proceedings) or arbitration proceedings take place, the result of which is decisive for determination of the obligation of the Insurer to provide the insurance indemnity, or proceedings regarding a charge of suspicion of an insurance fraud filed due to untruthful or concealed data in connection with the event reported. During such period of time, the Insurer shall not be in default with the discharge of their obligation to disburse the insurance indemnity, or an advance payment for the insurance indemnity.</p>

	<p>9.3. The insurance indemnity shall be payable within a period of 15 days from the date of completion of the investigation by the Insurer necessary to determine the existence and scope of their obligation to provide the indemnity. The investigation shall be completed when the results of the same are reported to the person who claimed their right to the insurance indemnity.</p> <p>9.4. In the case that the investigation cannot be completed within three months from the date of notification, the Insurer shall provide, upon written request from a person who claimed the right to the insurance indemnity, a reasonable advance payment for the insurance indemnity. When determining the reasonable amount of the advance payment, the Insurer shall take into account in particular the hitherto results of the investigation and the amount of the proven and substantiated detriment. The Insurer shall not provide the advance payment, if there is a sound reason to refuse to provide such advance payment, in particular:</p> <ul style="list-style-type: none"> a) if it is not certain from the results of the hitherto investigation whether the Insurance applies to the loss-incurring event or who is the Entitled Party; b) if the Policyholder, the Insured or another person claiming the right to the insurance indemnity, violated an obligation associated with claiming the right to the insurance indemnity and the investigation of the Insurer, in particular if the notification of the loss-incurring event or any other notice or document regarding a loss-incurring event contains untruthful or grossly distorted data relating to the loss-incurring event or if such data are concealed, or if the above-specified parties do not duly provide co-operation; c) if criminal proceedings in the case associated with the reported loss-incurring event is administered against the person claiming the right to the insurance indemnity or the Entitled Party; or d) if there is a reasonable suspicion that, when claiming the right to the insurance indemnity, a criminal act might have been committed; reasonable suspicion that a criminal act might have been committed exists at all times when charges are filed against the Policyholder, the Insured, the Entitled Party, the person who claimed the right to the insurance indemnity or another person acting under the stimulus of the above persons, in connection with such claiming the right to the insurance indemnity. <p>9.5. The Insurer shall be entitled to deduct due receivables related to the Premium or other Insurer's receivables related to the Insurance from the insurance indemnity. This shall not apply to mandatory Insurance.</p> <p>9.6. The Insurer shall be entitled to set off their receivables against the person who has the right to the indemnity from the Insurance</p>
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	<p>against the indemnity from the Insurance, even when such receivable against such person originated from another insurance.</p>
<p>10. Supplementary Costs</p>	<p>10.1. Supplementary Costs shall be understood to be reasonably expended costs of:</p> <ul style="list-style-type: none"> a) averting the immediately threatening insurance event; b) mitigating consequences of an insurance event which has already occurred; c) removing insured property damaged by the insurance event or remains of the same, should there be obligation to do so for reasons of hygiene, the environment or safety. <p>10.2. Unless stipulated otherwise, the Insurer shall compensate for the salvage costs and loss incurred in connection with activities specified under paragraph 10.1. of VIG_GTPL 2025 up to the amount of 10% of the uppermost limit of the insurance indemnity for one insurance event effected for a specific scope of the Insurance (in relationship to the insured peril, subject of the Insurance and suchlike), from which origination of an insurance event was threatening or from which an insurance event took place to which the expenditure of salvage costs or origination of the loss is related; however, maximally to the amount of 10 % of the insured value of the insured property, or such parts of the same which were endangered or afflicted by the origination of the insurance event, to which expenditure of the salvage costs or origination of the loss relates.</p> <p>10.3. When saving life or health of persons is concerned, the Insurer shall compensate for salvage costs and loss incurred in connection with activities specified under paragraph 10.1. of VIG_GTPL 2025 up to the amount of 30% of the uppermost limit of the insurance indemnity for one insurance event effected for a specific scope of the Insurance (in relationship to the insured peril, subject of the Insurance and suchlike), from which origination of an insurance event was threatening or from which insurance event took place to which the expenditure of salvage costs or origination of the loss is related.</p> <p>10.4. Restriction resulting from paragraphs 10.2. and 10.3. of VIG_GTPL 2025 shall not apply to salvage costs which the Policyholder, the Insured or another party expended upon consent from the Insurer and which they would otherwise not be obliged to expend.</p> <p>10.5. The uppermost limit of the insurance indemnity shall not be decreased by the disbursed compensation for the salvage costs and compensation for loss according to this Article.</p> <p>10.6. The Insurer shall not cover costs expended for the following:</p> <ul style="list-style-type: none"> a) regular maintenance and care of an object; b) for compliance with the obligation to prevent origination of detriment, with the exception of costs under paragraph 10.1. clause a) of VIG_GTPL 2025;

	<p>c) by the Insured or another person within the scope of obligations imposed on them by an enactment other than the Civil Code.</p>
<p>11. Obligations of the Insurer</p>	<p>11.1. The Insurer shall be obliged to comply with the obligations determined in the Insurance Contract, VIG_GTPL 2025 or the relevant Special Terms and Conditions of Insurance and in the Civil Code or other legal regulations.</p> <p>11.2. The Insurer shall in particular be obliged:</p> <ul style="list-style-type: none"> a) to answer truthfully and completely any written questions which the party interested in the Insurance or the Policyholder asked when negotiating on conclusion of or change in the Insurance Contract; b) to maintain confidentiality regarding facts relating to the Insurance; c) c) to return documents requested by the person which submitted the same, unless it is necessary that their original copies remain part of the relevant files of the Insurer.
<p>12. Obligations of the Policyholder, the Insured and Other Person Claiming the Right to the Insurance Indemnity</p>	<p>12.1. The Policyholder, the Insured and other person claiming the right to the insurance indemnity, shall be obliged to comply with the obligations determined in the Insurance Contract, VIG_GTPL 2025 or the relevant Special Terms and Conditions of Insurance and in the Civil Code or other legal regulations.</p> <p>12.2. The Policyholder and the Insured shall in particular be obliged:</p> <ul style="list-style-type: none"> a) to make it possible for the Insurer or persons appointed by the Insurer to assess the insurance risk and to examine operation of devices serving for protection of property, to submit for inspection the design documentation, technical documentation relating to fire protection, flood-control documentation, accounting documentation and other similar documentation and to make it possible to make copies thereof. Additionally, they shall be obliged to make it possible for the Insurer to verify correctness of data for calculation of the Premium; b) to answer truthfully and completely written questions by the Insurer relating to the Insurance being effected; c) to inform the Insurer without undue delay of changes relating to facts of which they were enquired by the Insurer or which are specified in the Insurance Contract, in particular change in activities undertaken by the Insured, change in the ownership of objects to which the effected Insurance relates, changes in personal and other data specified in the Insurance Contract, including change of the surname, residential address or office address or correspondence address, any other contact data provided for the purpose of mutual communication, bank contact and suchlike; d) to not do, without consent from the Insurer, anything that increases or could increase the insurance risk and not to make such conduct possible to any third party; the Insured shall be

	<p>obliged to report any increase in the insurance risk without undue delay to the Insurer;</p> <ul style="list-style-type: none"> e) to expend any and all effort which may be reasonably required from them to prevent the origination of an insurance event, in particular they must not violate obligations directed at averting or mitigating risk, which are imposed on them by legal regulations or on the basis of such regulations or which they have assumed by any contract, and must not tolerate violation of such obligations by any third party; f) to inform without delay the Insurer of other insurers with which they are insured against the same insured peril and of the limits of insurance indemnities (sums insured, the limits of indemnity and suchlike) specified in other policies; g) to inform the Insurer without undue delay that the possibility of origination of an insurance event has ceased to exist (for example that the insured peril or the insurance risk have ceased to exist); h) to inform the Insurer without undue delay of a resolution on bankruptcy and of the manner of settling the bankruptcy of the Policyholder and the Insured; i) to submit to the Insurer documents the Insurer requests in connection with conclusion of, change in or cessation of the Insurance Contract and to provide them with any and all required assistance in this connection; j) to submit a document proving a change in the ownership of the object to which the effected Insurance relates (including documents on the cessation of joint property of spouses); without submitting such document, the change in the ownership of the insured object shall be deemed to be not reported and the Insurance shall continue to exist, unless the Insurer finds agreement with the Policyholder regarding a different method of proving the change in the ownership of the insured object. <p>12.3. If a loss-incurring event occurs, the Policyholder, the Insured and any third party claiming the right to the insurance indemnity, shall be in particular obliged:</p> <ul style="list-style-type: none"> a) to take any and all measures in order to prevent any increase in the scope of consequences of the loss-incurring event; b) to notify the Insurer without undue delay of the fact that a loss incurring event has originated, to give an explanation of the origination (under what conditions the loss-incurring event occurred) and the scope of the consequences of such an event and to prove such facts; to give explanation of the rights of third parties, to submit documents required by the Insurer, to make it possible to make copies of the same and to proceed in a way determined by the Insurer. All data must be truthful and non-distorted and no data relating to the loss-incurring event may be concealed; c) to submit documents required by the Insurer in the Czech language. If the document is issued in another language, the
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	<p>Policyholder, the Insured and any third party claiming the right to the insurance indemnity shall be obliged, on the basis of a request from the Insurer, to submit its original copy and a corresponding authorised translation to the Czech language which the Policyholder or a third party claiming the right to the insurance indemnity shall secure at their own costs, and to make it possible to make copies of the same;</p> <p>d) to not change the condition caused by the loss-incurring event without consent from the Insurer, however, at the latest for a period of five days from reporting the loss-incurring event to the Insurer. This shall not apply if it was necessary to commence the repair to the property or to remove remnants of the same earlier for reasons of safety, hygiene, the environment or other serious reasons. In such cases, they are obliged to secure sufficient evidence on the scope of the damage, for example through the investigation conducted by the police or other investigating bodies, through photographic or video records;</p> <p>e) to make it possible for the Insurer or persons authorised by the Insurer to conduct any and all investigations necessary for the assessment of the claim to the insurance indemnity and its amount;</p> <p>f) to proceed in accordance with the instructions from the Insurer;</p> <p>g) to notify bodies involved in criminal proceedings or misdemeanour proceedings, without undue delay, of origination of an event which occurred under circumstances which indicate that a criminal act or misdemeanour might have been committed;</p> <p>h) to discharge the obligation to provide notification imposed on them by generally binding legal regulations.</p> <p>12.4. If an insurane event occurs, the Policyholder, the Insured and the Entitled Party shall additionally be obliged:</p> <p>a) to hand over to the Insurer documents needed to exercise the right to compensation for the detriment caused by the insurance event or another right which passed to the Insurer upon disbursement of the indemnity from the Insurance, and to proceed in such way that the Insurer may exercise such rights against a third party;</p>
<p>13. Consequences of Violation of Obligations</p>	<p>13.1. The Insurer shall have the right to withdraw from the Insurance Contract if the Policyholder or the Insured, intentionally or by negligence, violated the obligation to provide truthful and complete answers to written queries from the Insurer relating to the Insurance being effected, if the Insurer would not have concluded the Insurance Contract had the Insurer known of such a circumstance.</p> <p>13.2. The Insurer shall have the right to decrease the insurance indemnity in proportion to the ratio between the Premium which the Insurer received and the Premium which the Insurer should have received:</p>

	<p>a) if, as a result of violation of obligation of the Policyholder or the Insured when negotiating the conclusion of or a change in the Insurance Contract, a lower Premium has been effected;</p> <p>b) if the Policyholder or the Insured violated the obligation to inform the Insurer without undue delay of changes relating to the facts of which the Insurer enquired in writing or which are specified in the Insurance Contract, and the Insurer, as a result of this, could not have defined a new amount of the Premium;</p> <p>c) if the Policyholder or the Insured violated the obligation to report without undue delay an increase in the insurance risk and if an insurance event occurred following such a change.</p> <p>13.3. The Insurer shall have the right to decrease the insurance indemnity if violation of obligations of the Policyholder, the Insured or another Entitled Party is of material influence on the origination of an insurance event, the course of the same, increase in the scope of the consequences of the same, or on ascertaining or determining the amount of the insurance indemnity. The Insurer shall decrease the insurance indemnity in proportion to the effect said violation of the obligation has had on the scope of the Insurer's obligation to provide the indemnity. In such case, the Insurer shall have the right not to provide the insurance indemnity or, in the case of a repeated indemnity, to suspend the disbursement of the same until the obligations are discharged.</p> <p>13.4. The Insurer shall have the right to refuse provision of the insurance indemnity, if the insurance event was caused by a fact of which the Insurer learnt only after the origination of the insurance event and which the Insurer could not discover earlier due to the fact that the Policyholder or the Insured, intentionally or by negligence, answered untruthfully or incompletely the written queries from the Insurer when concluding the Insurance Contract or agreement on a change in the same, provided that the Insurer would not have concluded the Insurance Contract or agreement on a change in the same, possibly concluded the same under different terms and conditions, had the Insurer known of such a fact. The insurance shall cease to exist as to the date of delivery of a notification from the Insurer of refusal of the insurance indemnity.</p> <p>13.5. The Insurer shall not provide the insurance indemnity provided that the Entitled Party has stated, when exercising the right to the indemnity from the Insurance, wilfully untruthful or grossly distorted data relating to the scope of the insurance event or concealed material data relating to such insurance event.</p> <p>13.6. The Insurer shall have the right to terminate the Insurance without giving a period of notice if the Policyholder or the Insured violated the obligation to report an increase in the insurance risk. The Insurer may terminate the Insurance within a period of two months from the date on which the Insurer learnt of the increase in the insurance risk. In such case, the Premium shall belong to the Insurer until the end of the Effective term in which the Insurance</p>
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	<p>ceased to exist; the single Premium shall belong to the Insurer in full.</p> <p>13.7. The Insurer shall have the right to a compensation for costs specified below in this paragraph. The Insurer may set such costs off against the indemnity from the Insurance or to deduct the same from the insurance indemnity. The Insurer shall have the right to the compensation for the following:</p> <ul style="list-style-type: none"> a) costs expended for investigation of circumstances relating to the loss-incurring event regarding which wilfully untruthful or grossly distorted data were reported to the Insurer or regarding which such data were concealed; b) costs expended for investigation of a loss-incurring event if the same were caused by the Policyholder, the Insured or another person claiming the right to the insurance indemnity through violating their obligations; c) c) detriment incurred as a result of a violation of obligations of the Policyholder, the Insured or another person claiming the right to the insurance indemnity, and compensation for unreasonably expended costs, including costs of holding a judicial dispute, incurred for the same reason.
<p>14. Form of Acting</p>	<p>14.1. The Insurance Contract must be concluded in a written form, unless the Civil Code provides otherwise.</p> <p>14.2. In the case that the acceptance of an offer by the Policyholder is found to be invalid for the reason of failure to comply with the written form or another reason and the Policyholder pays the first Premium or any instalment thereof at the amount and time specified in the offer (if the time is not specified in the offer, then within one month from the delivery of the offer), the offer shall be deemed accepted upon payment of such first Premium or any instalment thereof.</p> <p>14.3. Legal acting, notifications and requests shall require a written form, if the same have an influence on the following:</p> <ul style="list-style-type: none"> a) duration and cessation of the Insurance; b) change in the Premium; c) change in the scope of the Insurance. <p>14.4. Legal acting for which a written form is necessary shall be valid in particular if it is autographed by the acting person, if it is executed through a data box, if it is equipped with a secure electronic signature according to the special law or if it is executed using an internet application of the Insurer with a secured access.</p> <p>14.5. Legal acting, notifications and requests not specified in paragraph 14.3. of VIG_GTPL 2025 may be made in writing, via telephone, electronic mail, using an internet application of the Insurer or through data box, if the Insurer makes deliveries to the data box possible. This applies in particular to reports of an insurance event, notifications from the Policyholder or the Insured regarding change in surname, residential address, correspondence address and other contact data specified in the Insurance Contract, and a</p>

	<p>request from the Policyholder for a change in the manner of payment of the current Premium (with the exception of payment of the Premium on the basis of a consent with collection from the bank account). Legal acting, notifications and requests according to this paragraph made otherwise than in a written form must be subsequently amended with their written form, should the Insurer so request.</p> <p>14.6. In matters of insurance relationship, in particular in connection with administration of the Insurance and settlement of insurance events, the Insurer shall be entitled to contact other participants in the Insurance also via electronic or other technical means (for example telephone, SMS, electronic mail, facsimile, data box), unless agreed otherwise. When choosing the form of communication, the Insurer shall take into account the obligations defined by relevant legal regulations and the nature of the information being passed. Legal acting, notifications and requests shall be effective towards the other contractual party as soon as delivered to such party.</p>
<p>15. Delivery</p>	<p>15.1. Written materials delivered via holder of a postal licence shall be sent: a) to the Insurer to the following address: Kooperativa pojišťovna, a.s., Vienna Insurance Group, Brněnská 634, 664 42 Modřice, possibly to another address of which the Insurer informs the Policyholder; b) by the Insurer to the correspondence address of the given person (addressee) specified in the Insurance Contract or otherwise reported to the Insurer. If the correspondence address is not specified in the Insurance Contract specified or subsequently reported to the Insurer, written materials shall be sent to the address specified in the Insurance Contract or reported to the Insurer as a place of residence or domicile or a registered office of such a person.</p> <p>15.2. The Policyholder shall be obliged to inform the Insurer without undue delay of any change in their correspondence address and the address of their domicile, place of residence or registered office. If the Policyholder disconcerts delivery of a written material by not properly informing the Insurer of a change in their correspondence address, the address of their domicile, place of residence or registered office, the consignment shall be deemed properly arrived on the third working day after dispatch and, if delivery to an address in a country other than the Czech Republic is concerned, then the fifteenth working day after dispatch.</p> <p>15.3. If delivery according to paragraphs 15.4. to 15.6. of VIG_GTPL 2025 is not concerned, a written material dispatched by the Insurer as a registered consignment with a bill of receipt shall be deemed delivered as to the date specified as a date of receipt of the written material at the bill of receipt (note of delivery), and the written material dispatched by the Insurer via registered consignment without a bill of receipt, possibly dispatched as a regular consignment, shall be deemed delivered at the third working day after dispatch; if delivery to an address in a country</p>

	<p>other than the Czech Republic is concerned, then the fifteenth working day after dispatch.</p> <p>15.4. If the addressee disconcerts the arrival of a written material by refusing to accept it, such written material shall be deemed arrived properly as to the day when the addressee refused to accept the written material.</p> <p>15.5. If the addressee disconcerts the arrival of a written material by not collecting such written material (dispatched by the Insurer as a registered consignment or registered consignment with a bill of receipt) deposited at the post office within the deposition period, such written material shall be deemed properly arrived as to the day of expiry of the deposition period.</p> <p>15.6. If the addressee disconcerts the arrival of a written material in a way other than specified in the previous paragraphs (for example by not identifying their letterbox with their name and surname or business name), the written material shall be deemed properly arrived as to the date of its return to the Insurer.</p> <p>15.7. A written material dispatched by the Insurer as a registered consignment or registered consignment with a bill of receipt shall be deemed delivered also in the case that the same is accepted, instead of the addressee, by a different person (for example a family member) to whom the post office delivered the consignment in accordance with legal regulations governing postal services.</p> <p>15.8. Unless agreed otherwise, written materials may be delivered also in electronic way (for example via data box, using an internet application of the Insurer, electronic message, possibly electronic message equipped with secure electronic signature), this to the contact data provided for the purpose of electronic communication. Written material dispatched by the Insurer electronically to the last contact data provided by the addressee shall be deemed delivered on the tenth day following its dispatch if the date of its delivery cannot be ascertained or if the given legal regulations do not provide otherwise, even when the addressee has not obtained the knowledge of its content, unless a legal regulation renders this impossible.</p> <p>15.9. Written material may also be delivered by an employee of the Insurer or another person authorised by the Insurer, in particular to addresses according to paragraph 15.1. clause b) of VIG_GTPL 2025, but also to any other place where the addressee is willing to accept the written material. Written material delivered in such a way shall be deemed delivered as to the date of acceptance of the same.</p>
<p>16. Governing Law and Settlement of Disputes</p>	<p>16.1. The Insurance Contract and legal relationships resulting from or associated with the same shall be governed by the Czech law.</p> <p>16.2. Disputes resulting from or associated with the Insurance Contract shall be submitted for settlement to the competent court of justice in the Czech Republic.</p>

<p>17. Definition of Terms</p>	<p>17.1. Accidental event shall be an event which is possible and for which it is not certain whether it actually transpires in the course of duration of the Insurance, or the time of its origination is not known.</p> <p>17.2. Policyholder shall be the person who entered into the Insurance Contract with the Insurer.</p> <p>17.3. Insurance event shall be a random event covered by the Insurance.</p> <p>17.4. Insured peril shall be the possible cause of the origination of the insurance event.</p> <p>17.5. Effective term shall be the period of time agreed upon in the Insurance Contract, for which the Premium is paid. The first Effective term shall commence at the inception of the Insurance. If the Effective terms are determined in months or years, the following Effective term shall commence on the day which, in terms of its numerical designation, is identical with the day of inception of the first Insurance effected by the Insurance Contract. If there is no such day in the given month, the commencement of the Effective term shall fall on the last day of such month. The Effective term shall end upon expiry of the day which preceded the date of commencement of the following Effective term.</p> <p>17.6. Insurance risk shall be the measure of the probability of origination of an insurance event caused by an insured peril. The insurance risk shall increase if there is a change in circumstances which were specified in the Insurance Contract or which were the subject of the Insurer's enquiries when negotiating on conclusion of or modification to the Insurance Contract for the purpose of assessment of the insurance risk, when such a change is so essential that the probability of origination of the insurance event from explicitly effected insured peril is increased.</p> <p>17.7. Insurance year shall be a period of 12 months. The first insurance year shall commence at the date of inception of the first Insurance effected by the Insurance Contract. The following insurance year shall commence on the day which, in terms of its numerical designation, is identical with the date of commencement of the first insurance year. If there is no such day in the given month, the commencement of the insurance year shall fall on the last day of such month. The insurance year shall end upon expiry of the day which preceded the date of commencement of the following insurance year.</p> <p>17.8. Set of objects shall be formed by individual objects which are of the same or similar nature or are determined for the same purpose.</p> <p>17.9. Loss-incurring event shall be an event which might form a cause for the origination of the right to the insurance indemnity.</p>
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	<p>17.10. Indemnity insurance shall be insurance the purpose of which is to cover, to the scope stipulated, a decrease in property of the Insured caused as a result of an insurance event.</p> <p>17.11. Participants to the Insurance shall be the Insurer and the Policyholder as the contractual parties and additionally the Insured and any other person who acquired a right or obligation from the Insurance.</p> <p>17.12. Object shall mean a material object.</p>
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Part B – Special Provisions	
<p>1 Insurance Agreement</p>	<p>In consideration of the payment of the premium and in reliance upon all statements and declarations made and information provided to the insurer and subject to all the terms, conditions and limitations of VIG_GTPL 2025, the insurer agrees with the insured as follows:</p> <p>The insurer will assume the obligations to make compensation in case of an insured event against all amounts the insured becomes legally obligated to pay as damages because of bodily injury or property damage or consequential economic losses resulting from such bodily injury or property damage based on civil law provisions governing third party liability.</p> <p>The insurer will bear the cost of investigating such damages and will have the right to defend the insureds against any suit seeking those damages.</p> <p>Suit means a civil proceeding in which damages, to which the insurance contract (further referred to as the “policy”) applies, are sought. Suit includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the insured must submit or does submit with the consent of the insurer.</p> <p>The named insured and insurer are hereinafter jointly referred to as the parties listed in the policy.</p>
<p>1.1 Insured</p>	<p>Insured means:</p> <p>1.1.1 the named insured (First Named Insured or the person or organization in whose name an insurance policy is registered - Policyholder) listed in the policy, and any other party listed as insured/additional insured/other insured in the policy,</p> <p>1.1.2 any director, officer, employee but only whilst acting within the scope of their duties in such capacity. Exclusion in paragraph 6.2 of VIG_GTPL 2025 applies.</p> <p>1.1.3 any new entity domiciled in the country of the insured, acquired by the insured during the insurance period of the policy through consolidation, merger, purchase of the assets, assumption of control and active management or creation, provided that:</p> <ul style="list-style-type: none"> a) the business of such new entity is in accordance with the definition of the insured’s business and the insured risk according to paragraph 1.2.3 of VIG_GTPL 2025; b) such acquisition is notified to the insurer in writing within 30 days and the insurer gives notice in writing to the insured that such new entity shall be covered under the policy and that the insured pays an additional premium that may be required by the insurer in respect of such new entity. <p>Coverage for a new entity domiciled in any other country than the domicile country of the insured requires a special acceptance of the insurer and is excluded otherwise.</p>

<p>1.2 Insured Event and Insured Risk</p>	<p>1.2.1 The insured event means a loss occurrence arising out of or in connection with the insured risks of the insured's business, as a result of which the insured is or could become legally obligated to pay damages.</p> <p>1.2.2 Loss occurrence means an accident including continuous or repeated exposure to substantially the same general conditions which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.</p> <p>1.2.3 Insured's business and insured risks: The insured's business specified in the policy means the business conducted at or from premises owned or occupied by the insured. Insured risks include the following activities and operations of the insured's business:</p> <ul style="list-style-type: none"> a) ownership and occupation of premises for the purposes of the insured's business; b) ownership, repair, maintenance and decoration of the insured's own property and premises occupied by the insured in connection with the insured's business; c) participation in exhibitions in connection with the insured's business; d) private work undertaken by any person employed for any director, partner or employee of the insured with the prior consent of the insured in connection with the insured's business; e) provision or management of canteen, social, sports, welfare or childcare services or activities for the insured's employees and internal first aid, fire, security services; f) products and completed operations hazard, which includes loss occurrences away from premises the insured owns, occupies, or rents and arising out of the insured's product, unless such product is still in the insured's physical possession; or the insured's work or services, unless such work or services have not yet been completed or abandoned. <p>-Insured's products mean any movable goods or objects manufactured, constructed, erected, installed, repaired, serviced, treated, grown, extracted, produced, processed, assembled, imported, sold, handled, supplied or distributed or disposed of by the insured (including any labelling, packing materials, instructions and directions associated therewith), others trading under the insured's name, or any person or organization whose business or assets the insured has acquired.</p> <p>It includes materials, parts or equipment furnished in connection with such goods or products.</p> <p>-Insured's work or services mean work, services or operations performed by or on behalf of the insured; as well</p>
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	<p>as any materials, parts or equipment furnished in connection with such work or operations.</p> <p>The insured's work shall be deemed completed at the earliest of the following times: when all of the work called for in the insured's contract has been completed; when all of the work at a particular site has been completed, even though the insured's contract called for work at more than one site, but only with respect to the work done at that particular site; when a part of the work has been completed at a site and put to its intended use by any person or organization other than another contractor or subcontractor working on the same project, but only with respect to that part of the work.</p> <p>Insured's work that may need service, maintenance, correction, repair, or replacement but which is otherwise completed will be treated as completed.</p>
<p>1.3 Claims Series Clause</p>	<p>1.3.1 Any loss occurrences or series of loss occurrences which are attributable directly or indirectly or allegedly to the same event, condition, defect or hazard, failure to warn, or omission, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way shall be added together and treated as one insured event, irrespective of the insurance period after the commencement of the policy or the number of persons or entities that sustain property damage or bodily injury.</p> <p>1.3.2 All such loss occurrences shall be deemed to have occurred on the day of the first of such loss occurrences.</p>
<p>1.4 Damages</p>	<p>Damages mean compensation for all amounts a natural person or legal entity becomes or could become legally obligated to pay.</p>
<p>1.5 Property Damage</p>	<p>1.5.1 Property damage means physical injury to tangible property, or destruction of it, including all resulting consequential economic losses.</p> <p>1.5.2 Any loss, damage, deletion, corruption, or deformation of electronic data shall not be considered as property damage.</p> <p>Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.</p> <p>1.5.3 Loss of or disappearance of tangible property shall not be deemed as property damage.</p>
<p>1.6 Bodily Injury</p>	<p>Bodily injury means physical damage (harm or injury) to a person's body including all resulting consequential economic losses. It comprises death, illness, disability, shock, pain and suffering, mental anguish, or mental injury.</p>

<p>1.7 Consequential Economic Losses</p>	<p>Consequential economic losses mean economic (financial) losses resulting as a direct consequence of an insured property damage or bodily injury according to paragraphs 1.5 and 1.6 of VIG_GTPL 2025 and are deemed to be a part of such property damage or bodily injury and caused by the same occurrence as the respective property damage or bodily injury.</p>
<p>2 Changes in Risks of the Insured's Business</p>	<p>2.1 Coverage applies to increases and extensions of the risks of the insured's business due to business or profession related reasons, unless such changes are materially affecting the facts or circumstances existing at the commencement of the policy, or at any subsequent renewal date.</p> <p>2.2 Every change materially affecting the facts or circumstances existing at the commencement of the policy or at any subsequent renewal date must be notified to the insurer in writing immediately after the insured has become aware of the change.</p> <p>2.3 In case of an increase of the risks arising out of the insured's business due to a change of or the creation of new legal norms the insurer may, within one year of the legal norms coming into effect, terminate the policy subject to a 30 days' notice by registered letter.</p> <p>2.4 In case of changes, which are materially affecting the facts or circumstances existing at the commencement of the policy or at any subsequent renewal date are presented to the insurer, each of the parties may demand an adjustment of the premium and/or scope of the coverage of the policy. If the parties cannot conclude a mutual agreement, they will have the right to cancel the policy within 30 days after the date the insurer received the notification.</p>
<p>3 Territorial Scope of Cover</p>	<p>3.1 Coverage applies only to insured events, which take place within the geographical territory of the country in which the insured has its legal domicile.</p> <p>3.2 Coverage does not apply to any damages due to bodily injury or property damage, which occurred or are claimed under legislation of the United States of America, Canada, Australia and New Zealand irrespective of the seat of court.</p>
<p>4 Insurance Period</p>	<p>Coverage applies to insured events that take place during the effective term of the insurance period.</p> <p>4.1 Insured events which happen during the effective term of the insurance period but the cause of which dates back to the time prior to the commencement of the policy are covered only if the insured proves that he knew nothing of the cause leading to the loss occurrence at the time the insurance was concluded and only if the cause originates within two years' time period prior to the date of the commencement of the policy.</p> <p>4.2 In case of impossibility to determine the date of the occurrence of the insured event of a bodily injury, the insured event shall be deemed to have occurred at the time of the first verifiable discovery of the health impairment by a medical doctor.</p> <p>4.3 Insurance period means the period of time commencing on the inception date and terminating on the expiration date declared</p>

	in the policy, both days at 00:00 Standard Time at the address of the insured, provided however, that such expiration date may be modified in accordance with paragraph 7.7 (cancellation) or paragraph 7.13 (renewal) of VIG_GTPL 2025 hereunder.
5 Limit of Indemnity (Sum Insured)	The limit of indemnity (sum insured) stated in the policy is the maximum amount the insurer shall indemnify in respect of all damages and costs as defined in paragraphs 5.4 and 5.5 hereunder arising out of any one insured event, within the meaning of paragraph 1.2 of VIG_GTPL 2025, even if the policy applies to more than one insured, who is liable to pay damages.
5.1 Aggregate Limit	The maximum aggregate limit of indemnity the insurer shall indemnify in respect of all damages and costs as defined in paragraphs 5.4 and 5.5 of VIG_GTPL 2025 hereunder occurring during the insurance period is the limit of indemnity (single aggregate limit) stated in the policy.
5.2 Sublimits	A sublimit declared in the policy shall be the maximum amount the insurer indemnifies in respect of specific insured risks during the insurance period. Any declared sublimit shall be part of and not in addition to the limit of indemnity (sum insured) stated in the policy.
5.3 Deductible(s)	The deductible(s) stated in the policy is (are) borne and payable by the insured at such time required by the insurer. The deductible applies to costs as defined in paragraphs 5.4 and 5.5 of VIG_GTPL 2025 hereunder, as well as to indemnity. The insurer's liability to indemnify under the coverage provided in VIG_GTPL 2025 applies only in respect of the amount of costs as defined in paragraphs 5.4 and 5.5 of VIG_GTPL 2025 hereunder and indemnity that exceeds the deductible(s).
5.4 Defense Costs	<p>5.4.1 Defense costs mean costs of external legal representation, court fees, costs of expert opinions and other professional services, which are reasonable and necessary for the insured's defense against the claim and are expended by the insured with prior written consent of the insurer (the insurer shall not refuse such consent without justification or delay its granting). Defense costs shall not include any internal costs of the insured (e.g. wages and salaries) or compensation for loss of the insured's time.</p> <p>5.4.2 If a claim is filed against the insured and the claim falls within the scope of the policy's coverage, the insurer shall reimburse the defense costs incurred by the insured for:</p> <ul style="list-style-type: none"> a) proceedings for compensation for damage based on civil law provisions governing third party liability before a court or other competent authority; b) criminal or disciplinary proceedings, if the insured and the insurer have agreed so in writing after notification of the claim; c) out-of-court proceedings of the claim, if the insured and the insurer have agreed so in writing after notification of the claim,

	<p>even if the claim proves to be unfounded.</p> <p>5.4.3 The insurer shall not pay any defense costs pursuant to paragraph 5.4.2 of VIG_GTPL 2025:</p> <ul style="list-style-type: none"> a) once the limit of indemnity has been exhausted; or b) if the insured (as defined in paragraph 1.1 of VIG_GTPL 2025) has been found guilty of a deliberate criminal offence in connection with the claim; If the insurer has already paid the defense costs in this case, the insurer shall have a right against the insured for reimbursement of the amount paid. <p>5.4.4 The insurer may, at its discretion, investigate any circumstance and make any settlement, regardless of whether any claim has been made or suit has been brought.</p> <p>5.4.5 On the basis of the insurer's instruction, the insured is obliged to conclude a settlement agreement or otherwise amicably resolve the dispute regarding the claim. If the insured fails to comply with this obligation, the insurer shall not be obligated to:</p> <ul style="list-style-type: none"> a) indemnify the insured above the amount for which such dispute could have been settled or otherwise amicably resolved; b) pay defense costs, interest or any other costs incurred by the insured as of the date on which the insurer has delivered an instruction to the insured to conclude a settlement agreement or otherwise amicably resolve the dispute regarding the claim.
<p>5.5 Salvage Costs</p>	<p>5.5.1 Salvage costs mean costs that were reasonably and effectively incurred by the insured to avert the immediately threatening insured event (i.e. to avert an insured event that would inevitably and necessarily occur without intervention, and at the same time it was not possible to prevent damage in any other way).</p> <p>5.5.2 The insurer shall compensate the salvage costs only if the insured and the insurer have agreed so in writing.</p>
<p>6 Exclusions</p>	
<p>6.1 Intentional Acts</p>	<p>Coverage does not apply to any damage, loss, costs, or expenses arising out of an unlawful act wilfully intended by the insured. Wilful intent is deemed to include:</p> <p>6.1.1 acts or omissions whereby the occurrence of bodily injury or property damage could have been expected with some probability from the standpoint of a reasonable person in the circumstances of the insured to cause bodily injury or property damage, but which was accepted (e.g. for the sake of saving time or expense) even if the actual bodily injury or property damage is of a different degree or type than intended or expected;</p> <p>6.1.2 the insured's knowledge of the defectiveness or harmful nature of products manufactured, or work performed.</p>
<p>6.2 Insured(s)</p>	<p>Coverage does not apply to any damage, loss, costs, or expenses sustained by:</p>

	<p>6.2.1 the insured(s) himself/herself/themselves (incl. first named insured or policyholder) according to paragraph 1.1 of VIG_GTPL 2025;</p> <p>6.2.2 companies in which the insured(s) or his dependants have a participating interest, in proportion to the percentage participation of the insured and his dependants in these companies; companies belonging to the same corporate group (as the insured(s) or his dependants, in proportion to the direct and/or indirect percentage participation of the controlling company in these companies;</p> <p>6.2.3 dependants of the insured(s). Dependants are the spouse, relatives in direct upward and downward line of descent, foster and stepparents and parents-in-law, brothers and sisters living in the same household; extra-marital community is deemed to be equal in effect to marital community;</p> <p>6.2.4 shareholders of the insureds and their dependants.</p>
<p>6.3 Fines, Penalties and Damages</p>	<p>Coverage does not apply to fines, penalties, punitive, exemplary, liquidated, or aggravated damages or multiplication of compensatory damages.</p>
<p>6.4 Contractual Liability</p>	<p>6.4.1 Coverage does not apply to liability assumed under any contract, agreement, or warranty except to the extent that such liability would have been implied by law in the absence of such contract, agreement or warranty.</p> <p>6.4.2 Coverage does not apply to liability for performance (fulfilment) of a contractual duty or for compensation as a substitute of such performance.</p>
<p>6.5 Employer's Liability</p>	<p>6.5.1 Coverage does not apply to any damage, loss, costs, or expenses of an employee of the insured arising out of and in the course of:</p> <ul style="list-style-type: none"> a) employment by the insured; or b) performing duties related to the conduct of the insured's business. <p>6.5.2 Coverage does not apply to any damage, loss, costs; or expenses of the spouse, child, parent, brother, or sister of that employee as a consequence of or in context with paragraph 6.5.1 above. This exclusion applies:</p> <ul style="list-style-type: none"> a) regardless of whether the insured may be liable as an employer or in any other capacity; or b) to any liability to share damages with or repay someone else who must pay damages because of the injury.
<p>6.6 Employment-Related Practices</p>	<p>Coverage does not apply to any damage, loss, costs, or expenses sustained by a person out of:</p> <ul style="list-style-type: none"> a) refusal to employ that person; or b) termination of that person's employment; or c) employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment,

	<p>discipline, defamation, harassment, humiliation, malicious prosecution or discrimination directed at that person; or</p> <p>d) to the spouse, child, parent, brother, or sister of that person because of the damage to that person at whom any of the employment related practices described above is directed.</p>
6.7 Workers' Compensation and Other Similar Legal Provisions	Coverage does not apply to any liability of the insured under any workers' compensation act or any similar legal provisions.
6.8 Intellectual Property Laws or Rights	Coverage does not apply to any damage, loss, costs, or expenses arising out of, giving rise to or in any way related to any actual or alleged assertion or infringement or violation by any person or organisation (including any insured) of any intellectual property law or right.
6.9 Aircraft, Motor Vehicles or Watercraft	<p>6.9.1 Coverage does not apply to any damage, loss, costs, or expenses arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned, operated by, rented, or loaned to any insured. Use includes operation and loading or unloading.</p> <p>Aircraft means any heavier than air or lighter than air aircraft, including drones, and designed to transport any person or property, missile, spacecraft, or hovercraft.</p> <p>6.9.2 Coverage does not apply to any damage, loss, costs, or expenses arising out of the ownership, maintenance, physical or legal control, use or entrustment to others of any motor vehicles or trailers owned, operated by, rented or loaned to any insured which is required by law to be registered (licensed by public authority) or in respect of which insurance is required or compulsory. Use includes operation and loading or unloading.</p> <p>Motor vehicle means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.</p> <p>However, this exclusion does not apply to the use of motor vehicles as a stationary power source.</p> <p>6.9.3 Coverage does not apply to any damage, loss, costs, or expenses arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned, operated by, rented or loaned to any insured. Use includes operation and loading or unloading.</p> <p>Watercraft means any ship or vessel of whatever type, whether self-propelled or not, including but not limited to cargo vessels, passenger vessels, other vessels used for transport, towboats, barges, storage vessels, tanker vessels, drill ships and offshore drilling platforms.</p>
6.10 Property in the Insured's Care, Custody or Control	<p>6.10.1 Coverage does not apply to property owned, rented, loaned, or occupied by or in the care, custody or control of the insured.</p> <p>6.10.2 Coverage does not apply to premises sold, given away or abandoned by the insured, if the property damage arises out of any part of those premises.</p>

<p>6.11 Movable and Immovable Property</p>	<p>6.11.1 Coverage does not apply to movable property, to the extent that the damage was caused during their use, transportation, processing, or any other activities performed on or with them.</p> <p>6.11.2 Coverage does not apply to those parts of immovable property that are the immediate object of processing, use or any other activity.</p>
<p>6.12 Damage to Insured's Premises, Product or Work</p>	<p>Coverage does not apply to any damage to the premises owned or occupied for the purposes of the insured's business or to the insured's product or work, as defined in paragraph 1.2.3 f) of VIG_GTPL 2025.</p> <p>Coverage does not apply to property damage and consequential economic losses to any part of any property that must be repaired, reconditioned, or replaced by reason of incorrect work performed by the insured or on the insured's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. This exclusion does not apply to property damage and consequential economic losses resulting from such work suffered by third parties.</p>
<p>6.13 Loss of Use of Tangible Property</p>	<p>6.13.1 Coverage does not apply to damages due to loss of use of tangible property, which has not been physically damaged or destroyed (impaired property).</p> <p>6.13.2 Coverage does not apply to damages arising out of the loss of use of tangible property which is due to the combining, blending, mixing or processing of a defective product delivered by the insured with other products or due to the fact that tangible property is defectively manufactured or processed using machinery supplied (or maintained or repaired) by the insured, without physical damage occurring to the tangible property.</p>
<p>6.14 Aircraft, Automotive Vehicles, Funiculars, Cable Cars, Aerospace Craft, Railway Products</p>	<p>Coverage does not apply to any product designed or manufactured that is incorporated in aircrafts, automotive vehicles, funiculars, cable cars, aerospace crafts or railways.</p>
<p>6.15 Recall of Products, Work or Impaired Property</p>	<p>Coverage does not apply to any loss, costs or expenses incurred by the insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:</p> <ul style="list-style-type: none"> 6.15.1 insured's product, 6.15.2 insured's work, 6.15.3 impaired property, <p>if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition.</p>
<p>6.16 Product Guarantee</p>	<p>Coverage does not apply to any product guarantee or warranty given by or on behalf of the insured.</p>
<p>6.17 Unapproved Goods or Products</p>	<p>Coverage does not apply to any damage, loss, costs, or expenses arising out of the actual, alleged or threatened hazardous properties</p>

	of goods or products whose use or effect had not been adequately tested in accordance with the state of the art to verify their suitability for the specific intended use. In any case, adequate testing is deemed not to have been performed if any approval or licence prescribed by statutory or official regulations for use of a product has not been granted.
6.18 Tobacco	Coverage does not apply to any damage, loss, costs, or expenses arising out of any tobacco product and products associated with the consumption of tobacco.
6.19 Asbestos, Silica	Coverage does not apply to any damage, loss, costs, or expenses directly or indirectly arising out of, resulting from or in consequence of asbestos or silica, in whatever form or quantity.
6.20 Electromagnetic and Magnetic Fields	Coverage does not apply to any damage, loss, costs, or expenses directly or indirectly arising out of, resulting from or in consequence of the exposure to magnetic or electromagnetic fields.
6.21 Radioactivity	Coverage does not apply to any damage, loss, costs, or expenses arising out of, directly or indirectly caused by or contributed to by: <ul style="list-style-type: none"> 6.21.1 ionizing radiations, 6.21.2 contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, 6.21.3 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.
6.22 Biological Agents	Coverage does not apply to any damage, loss, costs, or expenses arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of biological agents.
6.23 Genetical Harm and Genetically Modified Organism	6.23.1 Coverage does not apply to liability for bodily injury caused through harm to the genotype of human cells including but not limited to germ and stem cells or embryos, irrespective of whether such harm is due to the transfer or indirect action of trans genetic material or to direct or technical intervention for reproductive purposes. 6.23.2 Coverage does not apply to liability in connection with genetically modified organisms.
6.24 Gradual Factors	Coverage does not apply to liability for property damage due to gradual or prolonged impact of any factors (such as but not limited to heat, gases, vapours, liquids, or non-atmospheric precipitation such as smoke, soot, dust) or to the gradual or prolonged effects of any above defined factors.
6.25 Pollution	6.25.1 Coverage does not apply to any damage, loss, costs, or expenses arising out of pollution conditions: <ul style="list-style-type: none"> a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or

	<ul style="list-style-type: none"> b) due to operations being performed by the insured or on the insured's behalf by a contractor or subcontractor away from the insured's premises; or c) due to any of the insured's products. <p>However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> a) bodily injury if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat that building; b) bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire; c) bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the insured or on the insured's behalf by a contractor or subcontractor. <p>6.25.2 Coverage does not apply to any damage, loss, costs, or expenses arising out of any:</p> <ul style="list-style-type: none"> a) request, demand, order or statutory or regulatory requirement that any insured or others test for, survey, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollution conditions; or b) claim or suit by or on behalf of a governmental authority for damages because of testing for, surveying, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of pollution conditions. <p>6.25.3 Pollution conditions mean the discharge, dispersal, migration, seepage, release, leakage, any form of penetration or escape of:</p> <p>any solid, liquid, gaseous or thermal irritant, toxic substance or contaminant, radiation, sound, air pressure, electrical radiation including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, chemical elements or their compounds, medical waste and other waste into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.</p> <p>Waste includes materials, which are to be or are being disposed of, recycled, reconditioned, or reclaimed.</p>
6.26 War, Acts of Violence	<p>Coverage does not apply to any damage, loss, costs, or expenses due to war, whether declared, or any act or condition incident to war. The term war in the context of VIG_GTPL 2025 means civil war, insurrection, invasion, act of a foreign enemy, civil commotion, military or usurped power, rebellion, or revolution, acts of violence on the occasion of public assemblies, demonstrations and rallies, or</p>

	acts of violence in connection with strikes and lockouts or acts of violence by political organisations.
6.27 Terrorism	<p>Coverage does not apply to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.</p> <p>Act of terrorism shall mean any act, including but not limited to the use of force or violence (including cyber based acts) and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.</p>
6.28 Directors & Officers	Coverage does not apply to any damage, loss, costs, or expenses because of pure economic losses for which directors or officers of the insured or any of the insured companies are held liable for. Pure economic losses are economic (financial) losses which are not a consequence of an insured property damage or bodily injury as defined in paragraphs 1.5 and 1.6 of VIG_GTPL 2025.
6.29 Pure Economic Losses	Coverage does not apply to any pure economic losses. Pure economic losses are economic (financial) losses which are not a consequence of an insured property damage or bodily injury as defined in paragraphs 1.5 and 1.6 of VIG_GTPL 2025.
6.30 Cyber	<p>Coverage does not apply to any damage, loss, costs, or expenses arising out of:</p> <p>6.30.1 any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or</p> <p>6.30.2 the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.</p> <p>6.30.3 This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by the insured or others arising out of that which is described in paragraph 6.30.1 or 6.30.2 above.</p> <p>6.30.4 any loss, damage, deletion, corruption, or deformation of electronic data shall not be considered as property damage. Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.</p>

6.31 PFAS	<p>Coverage does not apply to any damage, loss, costs, or expenses directly or indirectly caused by or associated with per- and polyfluoroalkyl substances (PFAS).</p> <p>PFAS means a chemical or substance that contains a minimum of one methyl or methylene group on which hydrogen atoms have been partially or completely replaced by fluorine atoms.</p>
6.32 Welding Fumes	<p>Coverage does not apply to any damage, loss, costs, or expenses caused by or arising out of additives such as electrodes, threads and powders or similar used in conjunction with welding or torching.</p>
6.33 Toxic Mold	<p>Coverage does not apply to any damage, loss, costs, or expenses arising out of the actual, alleged or threatened presence of fungi, including mold, mildew, mycotoxins, or other microbial contamination.</p>
6.34 Libel and Slander	<p>Coverage does not apply to any damage, loss, costs, or expenses based upon or arising out of an actual or alleged libel, slander or other defamatory or disparaging material.</p>
7 Arbitration	<p>In case of a mutual agreement of the parties of the policy any and all disputes or differences which may arise under, out of, in connection with or in relation to the policy, or to its existence, validity or termination, or to the determination of any amounts payable under this policy shall be referred for resolution by binding arbitration at the location as declared in the policy in accordance with the provisions of the applicable arbitration and conciliation act, as amended and shall be settled in accordance with the law.</p>
8 Extensions	<p>Any of the extensions listed in paragraphs 8.1 to 8.11 hereunder are subject to special acceptance of the insurer only. Extensions which are accepted by the insurer are listed in the policy. All exclusions of VIG_GTPL 2025 remain in force, unless agreed otherwise.</p>
8.1 Environmental Liability	<p>8.1.1 Notwithstanding paragraph 1 of VIG_GTPL 2025 and the exclusion in paragraph 6.25 of VIG_GTPL 2025, the insurer will indemnify against any unexpected and unintended loss or damage that the insured shall become legally obligated to pay as damages to third parties or costs arising from a sudden and accidental incident, which departs from normal, undisturbed operations of the insured's business because of:</p> <p>8.1.1.1 Bodily injury or property damage caused by pollution conditions that the insured becomes legally obligated to pay whether they are on-site or off-site of premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.</p> <p>8.1.1.2 On-site clean-up costs that the insured becomes legally obligated to pay and which are caused by pollution conditions on or under the insured's property according to paragraph 8.1.1.1 above.</p>

	<p>8.1.1.3 Off-site clean-up costs that the insured becomes legally obligated to pay arising from the migration of pollution conditions on-site according to paragraph 8.1.1.1 above or caused by pollution conditions due to the insured's work or services.</p> <p>8.1.1.4 Biodiversity damage caused by pollution conditions arising out of the insured risk whether the pollution conditions are on-site or off-site of the insured's property (premises) and the insured becomes legally obligated to pay for remediation costs based on regulations of the Environmental Liability Directive (Directive 2004/35/EC) as amended or its national implementation of any member state of the European Union.</p> <p>8.1.2 In respect of damages or costs according to paragraphs 8.1.1.1 to 8.1.1.4 above arising from pollution conditions caused by the insured's product, or from work handed over to a third party, cover is granted even without the precondition of a sudden and accidental incident, which departs from normal, undisturbed operations of the insured's business. This applies only insofar as the pollution condition is not due to the effect of the product's or work's intended use or would have equally occurred as a result of the effect of the intended use.</p> <p>8.1.3 The insured event is deemed as the first verifiable discovery of bodily injury or property damage or biodiversity damage by an expert, arising out of an incident according to paragraphs 8.1.1 or 8.1.2 above which commences after the inception date of the policy.</p> <p>8.1.4 Biodiversity damage means pursuant to the Environmental Liability Directive (Directive 2004/35/EC) in the prevailing applicable version or its national implementation of any member state of the European Union:</p> <ul style="list-style-type: none"> a) damage to protected species or natural habitats, b) damage to water and, c) damage to land. <p>Damage to protected species or natural habitats is not deemed as a property damage according to paragraph 1.5 of VIG_GTPL 2025.</p> <p>8.1.5 Clean-up costs mean reasonable and necessary expenses for the investigation, removal, remediation, including but not limited to associated monitoring, or disposal of soil, surface water, groundwater, or other contamination:</p> <ul style="list-style-type: none"> a) to the extent required by environmental laws; or b) that have been actually incurred by any governmental or statutory body or agency, or by third parties. <p>8.1.6 Clean-up costs in respect of damage to third parties include restoration costs. Restoration costs mean reasonable and necessary costs incurred by the insured to repair, replace or restore real or personal property to substantially the same condition as it was in prior to being damaged. Such restoration costs shall not exceed the net present value of such property prior to incurring clean-up costs.</p>
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	<p>8.1.7 Remediation costs mean reasonable and necessary expenses for the investigation, removal, and restoration of damage in complying with primary, compensatory and complimentary remediation according to provisions set out in the Environmental Liability Directive (Directive 2004/35/EC) as amended or the national implementation of any member state of the European Union</p> <ul style="list-style-type: none"> a) to the extent required by environmental public laws; or b) that have been actually incurred by any governmental or statutory body or agency. <p>Notwithstanding paragraph 6.2 of VIG_GTPL 2025 coverage applies for damage to protected species, natural habitats, water and land, as far as they are in the ownership, possession (e.g., rent, lease, hire) or under mere control of the insured, his dependants, shareholders or affiliated companies and the insured or the persons acting on his behalf have not caused the damage intentionally or through gross negligence.</p> <p>8.1.8 The insurer will indemnify mitigation expenses. Mitigation expenses mean:</p> <p>8.1.8.1 those expenses incurred due to measures the insurer has specifically directed the insured to perform in order to avoid or mitigate the effects of pollution conditions or biodiversity damage which may give rise to a suit or remediation costs;</p> <p>8.1.8.2 those expenses resulting from reasonable measures taken at the sole initiative of the insured in good faith, either to avoid pollution conditions or biodiversity damage which may give rise to a claim or in order to avoid or reduce any consequences of pollution conditions or biodiversity damage to the extent that such measures are urgent. Urgent means events which pose an imminent danger of pollution conditions or biodiversity damage for which the insured has no choice but to take immediate action, without having the possibility of obtaining the insurer’s prior written consent.</p> <p>8.1.8.3 Mitigation expenses do not include any capital improvement or betterment expenses for expenditures of maintenance, repair, upgrading, safeguarding or rehabilitation of plants or facilities or other installations of the insured, that go beyond the necessary loss-mitigation expenses. This also applies, if the plants or facilities or other installations are in possession (e.g. rent, lease, hire) or under mere control of the insured, his dependants, shareholders, or affiliated companies according to paragraph 6.2 of VIG_GTPL 2025.</p> <p>8.1.9 Obligations</p> <p>The insured is obliged to fulfil the following obligations. Failure to meet these obligations will exempt the insurer from the duty to indemnify or defend the insured:</p> <p>8.1.9.1 to observe applicable laws, ordinances, official regulations and directions, the relevant norms (e.g., ISO and CEN, or national ones), which are pertinent for the insured;</p>
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	<p>8.1.9.2 to take precautions in respect of safety, which mitigate the likelihood of damage caused to third parties or biodiversity;</p> <p>8.1.9.3 to perform or arrange for certified expert maintenance of environmentally hazardous plants or facilities and other environmentally hazardous equipment. Necessary repair and maintenance work must be carried out without delay.</p> <p>At least every five years - unless a shorter interval is stipulated under the law or by the authorities - such plants and facilities and equipment must be inspected by certified experts. Irrespective of the commencement of the insurance cover, this interval commences with the commissioning of the plant or facility or its most recent inspection.</p> <p>8.1.10 Exclusions</p> <p>In addition to all other applicable exclusions of VIG_GTPL 2025 coverage is not provided as far as the pollution conditions, or the damage or costs result from:</p> <p>8.1.10.1 a permitted encroachment upon the natural resource (for example based on legal provisions for water and nature protection, hunting and fishery) within the scope of the respective permit;</p> <p>8.1.10.2 the adherence to mandates or orders of the authorities, as far as it does not concern mandates or orders consequent to the imminent threat of or already occurred environmental damage;</p> <p>8.1.10.3 an emission or activity or any manner of using a product in the course of an activity, which according to the state of scientific and technical knowledge at the time when the emission was released or the activity took place, was not considered likely to cause environmental damage;</p> <p>8.1.10.4 damage due to design, construction, operation, maintenance, repair, or abandonment of</p> <ul style="list-style-type: none"> a) plants or facilities for the interim storage of hazardous waste and for final disposal (landfilling) of waste of all kind; b) underground pipelines and containments without leakage control; plants or facilities for treatment of effluents, of sewage and waste; <p>8.1.10.5 alteration of the groundwater aquifer or of its flowing properties;</p> <p>8.1.10.6 transfer of diseases to protected species.</p> <p>8.1.11 Series of claims and losses</p> <p>Deviating from paragraph 1.3 of VIG_GTPL 2025 several events count as a single insured event if they are due to the same cause. Losses due to causes of the same kind and in the same time context likewise count as a single insured event if there is a legal, economic, or technical connection between those causes.</p> <p>They shall be added together, irrespective of the period of time after the commencement of the insurance period of the policy. All such events shall be deemed to have been discovered on the day of the first of such discoveries by an expert.</p>
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<p>8.2 Cross Liability</p>	<p>8.2.1 Each of the parties which are legal entities comprising the meaning of insured is considered a separate legal entity and the word "Insured" applies to each party as if a separate policy had been issued to each of the said parties, but nothing contained in this clause will operate to increase the insurer's liability under this coverage.</p> <p>8.2.2 The extension of coverage according to paragraph 8.2.1 above does not apply to:</p> <ul style="list-style-type: none"> a) any consequential economic losses; b) property damage due to pollution or any costs arising out of pollution or in connection with; c) loss of or damage to property owned, rented, loaned by any of the insureds as defined in paragraph 1.1 of VIG_GTPL 2025; d) any pure economic losses; e) losses covered under extensions 8.4 and 8.9 of VIG_GTPL 2025.
<p>8.3 Property in Care, Custody and Control</p>	<p>Notwithstanding the exclusions in paragraphs 6.10 and 6.11 of VIG_GTPL 2025, the insurer will indemnify in respect of damage to moveable third-party property in the care, custody and control of the insured.</p> <p>8.3.1 This cover applies only where pursuant to a written contract or agreement such property is being or has been worked on by the insured; or is due to be worked on by the insured and the insured is contracted to hold such property in trust at its premises.</p> <p>8.3.2 The insurer shall not be liable to make any payment under this Extension:</p> <ul style="list-style-type: none"> a) where any contract or agreement requires that property insurance be affected by the insured in respect of damage to such property; b) for liability which is assumed by the insured solely because of a contract or agreement unless such liability would have attached in the absence of such contract or agreement; c) where indemnity is provided in respect of such property damage by any other insurance for the benefit of the insured; d) where any property damage is the result of theft or attempted theft; e) for the costs of rectifying defective work; f) for motor vehicles, aircraft, vessels and electronic data processing systems; g) for damage arising from or in connection with the use, transport, processing, or any other activity connected to movable property.

<p>8.4 Extended Cover for Products Liability Regarding Business-to-Business Relationships</p>	<p>Irrespective of whether property damage or pure economic loss within the definitions of VIG_GTPL 2025 is concerned, even if contrary to paragraph 1.2.2 of VIG_GTPL 2025 and paragraph 6.29 of VIG_GTPL 2025 cover is extended for:</p> <p>8.4.1 losses of third parties resulting from deficiencies of products which they have manufactured by combining, blending or mixing material with defective products supplied by the insured in a process that for material or economic reasons is irreversible. Inadequate instruction in the use or application of products supplied by the insured or the supply of products not meeting the ordered specifications are deemed as deficiencies in the insured's manufacturing or supply.</p> <p>Cover is provided exclusively for:</p> <p>8.4.1.1 damage to or destruction of the other products of the third party;</p> <p>8.4.1.2 other costs incurred for manufacturing the third party's product, but with the exception of the costs of the insured's defective product;</p> <p>8.4.1.3 extra costs resulting from a legally required and economically reasonable re-working of the third party's product or other damage rectification. But the insurer will not provide indemnity for these costs in that proportion which the sale price of the insured's product relates to the sale price of the third party's product (in case the third party's product has been re-worked or damage otherwise rectified);</p> <p>8.4.1.4 any further financial disadvantage of the third party if the third party's product cannot be sold or can be sold only at a reduced price. But the insurer will not provide indemnity for this financial disadvantage in that proportion which the sale price of the insured's product relates to the sale price which could be achieved for the third party's product if the insured's product had been manufactured and supplied without any defects;</p> <p>8.4.1.5 costs incurred by the third party for cleaning and re-fitting of machinery and equipment.</p> <p>8.4.2 losses of third parties resulting from defective products supplied by the insured and which are further processed or treated by a third party without getting combined, blended, and mixed with other products of the third party. Inadequate instruction for the use or application of the products manufactured or supplied by the insured and the supply of products not meeting the ordered specifications are deemed as deficiencies in the insured's manufacturing or supply.</p> <p>Cover is provided exclusively for:</p> <p>8.4.2.1 costs of processing or treating the defective product, with the exception of the price for the insured's defective product(s), if the product of the third party resulting thereof (end product) is unsellable;</p>
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	<p>8.4.2.2 costs resulting from a legally required and economically reasonable re-working of the third party's product (end product) or other damage rectification. The insurer shall not pay these costs in that proportion which the sale price of the insured's product relates to the sale price of the further processed or treated product (in case the product has been re-worked or damage otherwise rectified);</p> <p>8.4.2.3 any further financial disadvantage of the third party if its product (end product) cannot be sold or can be sold only at a reduced price. But the insurer will not provide indemnity for this financial disadvantage in that proportion which the sale price of the insured's product bears to the sale price which could be achieved for the third party's product (end product) if the insured's product had been manufactured and supplied without defect;</p> <p>8.4.2.4 costs incurred by the third party (direct customer) for cleaning and re-fitting of machinery and equipment;</p> <p>8.4.3 costs incurred by third parties for removing, dismantling, and uncovering the insured's defective products (but not their component parts) and for installing, attaching, or fitting non-defective replacement products, except for the cost of supplying and shipping these replacements products. Inadequate instruction in the use or application of the products manufactured or supplied by the insured and the supply of products not meeting the ordered specifications are deemed as deficiencies in the insured's manufacturing or supply.</p> <p>If the defect in the product can be remedied in various ways, the insurance covers only the costs of the most economical remedy.</p> <p>8.4.3.1 No coverage is provided if the insured's defective products have been installed, attached, or fitted by the insured or persons acting on his behalf themselves or have been installed, attached, or fitted on the insured's instructions or account.</p> <p>8.4.3.2 The costs of delivering new or replacement of non-defective products manufactured or supplied by the insured or a third party is excluded from the cover.</p> <p>8.4.4 losses resulting from deficiencies in their products which have been deficiently manufactured or processed by means of machinery supplied (or serviced or repaired) by the insured.</p> <p>Inadequate instruction in the use or application of the machinery manufactured, supplied (or serviced or repaired) by the insured and supply of machinery not meeting the ordered specifications are deemed as deficiencies in the insured's manufacturing or supply.</p> <p>Cover is provided exclusively for:</p> <p>8.4.4.1 losses due to damage or to destruction of the products manufactured, worked on or processed by means of the insured's machinery or other machinery serviced or repaired by the insured, provided that those losses are not covered under paragraph 1.5 of VIG_GTPL 2025;</p>
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	<p>8.4.4.2 the costs of products of the third party which have been expended in vain when processed with the insured's machinery or other machinery serviced or repaired by the insured;</p> <p>8.4.4.3 other costs incurred in vain for the manufacture or processing of the third party's products;</p> <p>8.4.4.4 extra costs resulting from a legally required and economically reasonable re-working of the products manufactured, worked on or processed by means of the insured's machinery or other machinery serviced or repaired by the insured, or other damage rectification;</p> <p>8.4.4.5 any further financial disadvantage arising because the products manufactured, worked on or processed by means of the insured's machinery or other machinery serviced or repaired by the insured cannot be sold or can be sold only at a reduced price;</p> <p>8.4.4.6 costs incurred by a third party (direct customer) for cleaning and re-fitting of machinery and equipment.</p> <p>8.4.5 Special provisions</p> <p>Contrary to paragraph 1.2 of VIG_GTPL 2025 the insured event is the supply of a defective product (or machinery) of the insured or the hand-over of deficiently performed service or repair of machinery (hereinafter referred to for short as "delivery").</p> <p>Insurance cover applies if the delivery is made during the insurance period of the policy and the claim is reported to the insurer not later than two years after termination of the policy.</p> <p>8.4.6 Series of claims and losses</p> <p>Deviating from paragraph 1.3 of VIG_GTPL 2025 several supplies count as a single insured event if they trigger losses due to the same cause. Losses triggered by several supplies due to causes of the same kind and in the same time context likewise count as a single insured event if there is a legal, economic, or technical connection between those causes.</p> <p>They shall be added together, irrespective of the period of time after the commencement of the insurance period. All such supplies shall be deemed to have been supplied on the day of the first of such supplies (delivery).</p>
<p>8.5 Pure Economic Losses due to Unforeseen Hindrances</p>	<p>Notwithstanding the exclusion in paragraph 6.29 of VIG_GTPL 2025 coverage extends to the insured's liability in respect of third parties with whom the insured has no contractual relationship because of pure economic losses caused by unforeseen hindrances as a result of operational activities - especially for demolition, construction, assembly, loading, storage, maintenance, advice and the like.</p> <p>The breach of precontractual duties of protection and due diligence is considered the same as for the contractual ones.</p>
<p>8.6 Pure Economic Losses</p>	<p>Notwithstanding the exclusion in paragraph 6.29 of VIG_GTPL 2025 the insurer will indemnify the insured for all amounts the insured becomes legally obligated to pay as damages because of pure economic losses based on civil law provisions governing third party liability.</p>

	<p>8.6.1 Insured Event</p> <p>Contrary to paragraph 1.2 of VIG_GTPL 2025 the insured event is defined as the act committed or an omission, which caused such pure economic losses.</p> <p>8.6.2 However, this coverage does not apply to any losses, damage, or costs due to or arising from pollution conditions, as defined in the exclusion in paragraph 6.25.3 of VIG_GTPL 2025 nor to any losses, damage or costs related to products liability.</p> <p>8.6.3 The coverage does not apply to any claims resulting from:</p> <ul style="list-style-type: none"> a) products manufactured or supplied, or work performed by the insured (or by third parties on instruction or account of the insured); b) losses through ongoing emissions (e.g., noise, odour, vibration); c) breach of protected industrial property rights and copyrights; as well as antitrust and competition laws; d) planning, advisory, construction or assembly supervision, investigation or appraisal activity; e) failure to observe time limits, due dates, estimates and quotations; f) Non-fulfilment or untimely fulfilment of contracts; g) activities in connection with money, credit, insurance, real estate, leasing or similar commercial transactions, through payment transactions of any kind, cash management, and through infidelity and embezzlement; h) activities in connection with data processing, rationalization and automation; i) loss of articles, e.g., cash, cheques, securities and valuables; j) violations of guidelines from public procurement laws; k) licencing; l) breach of data protection rights; m) provision of information, translation as a travel agency and travel operator; n) advice, recommendations or instructions to economically associated undertakings; corresponding omissions as well as faulty or omitted control activities are considered equivalent; o) advertising; p) financial loss sustained by insured persons through breach of duty in pursuit of their business activities as governing bodies of or in similar position (supervisory director, advisory committee member, executive officer, general manager, director, etc.) with the insured, a group company, an economically associated undertaking, or any other third-party company (so called D&O claims). <p>8.6.4 Claims Series Clause:</p>
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	<p>Deviating from paragraph 1.3 of VIG_GTPL 2025 several acts committed or several omissions count as a single insured event if they trigger losses due to the same cause. Losses triggered by several acts committed or several omissions due to causes of the same kind and in the same time context likewise count as a single insured event if there is a legal, economic, or technical connection between those causes.</p> <p>They shall be added together, irrespective of the period of time after the commencement of the insurance period. All such events shall be deemed to have been committed on the day of the first of such acts committed or such omission.</p> <p>8.6.5 Limited reporting period</p> <p>The coverage does not apply to any claims and losses notified to the insurer later than one year after termination of the policy.</p> <p>8.6.6 Territorial scope of coverage</p> <p>Paragraph 3 of VIG_GTPL 2025 is applicable analogously in respect of insured events as defined in paragraph 8.6.1 above.</p>
<p>8.7 Damage to Movable Property Worked Upon</p>	<p>Notwithstanding the exclusion in paragraph 6.11.1 of VIG_GTPL 2025 coverage is provided for damage to movable property arising out of or in connection with their use, transport, processing, or any other activity, including any consequential economic losses resulting from such property damage.</p> <p>Coverage does not apply to any damage of movable property, caused during a contractually agreed treatment, further processing and / or finishing (e.g., further or final processing) by the insured.</p>
<p>8.8 Damage to Immovable Property Worked Upon</p>	<p>Notwithstanding the exclusion in paragraph 6.11.2 of VIG_GTPL 2025 coverage is provided for damage to those parts of immovable property which are the direct objects of the insured's processing, use or any other activity, including any consequential economic losses resulting from such property damage.</p>
<p>8.9 Damage to Rented (not Leased) Buildings or Premises ("Tenant's Liability")</p>	<p>8.9.1 Notwithstanding the exclusions in paragraph 6.10 of VIG_GTPL 2025, coverage is extended to liability for claims in respect of:</p> <ul style="list-style-type: none"> a) damage to rented (not leased) buildings or premises used wholly or partially by the insured business operation; b) damage to systems and installations, which solely serve the above-mentioned buildings or premises (such as heating and ventilation systems, air conditioning, sanitary installations, elevators and escalators). <p>8.9.2 Coverage according to paragraph 8.9.1 above does not apply to:</p> <ul style="list-style-type: none"> a) damage to parts of buildings and premises shared with other tenants or lessees or with the owner (e.g. stairwells, garages); b) loss resulting from gradual exposure due to humidity or other damage sustained over a period of time (wear-and-tear damage, damage to wallpaper and discolorations etc.);

	<p>c) expenses for the restoration of property to their original condition following their deliberate modification by, or at the request of, an insured;</p> <p>damage to furniture, machines, and installations, which do not solely serve the above mentioned, buildings and premises, even if such furniture, machines, and installations are permanent fixtures of the buildings or premises.</p>
<p>8.10 Subcontractors</p>	<p>Coverage is provided for the insured’s liability for damages caused by subcontractors of the insured provided that the services commissioned correspond to the insured activities as defined in the policy.</p> <p>If not otherwise agreed, the personal liability of the subcontractor of the insured and their personnel is not insured.</p>
<p>8.11 Extended Territorial Scope of Cover (Europe)</p>	<p>8.11.1 Deviating from paragraph 3.1 of VIG_GTPL 2025 coverage also applies to all European countries. The term Europe is to be understood geographically. Coverage also applies to non-European areas that fall under the territory of European states (e.g. Canary Islands, Madeira, Azores), Georgia and Turkey.</p> <p>8.11.2 Coverage according to paragraph 8.11.1 above refers only to insured events abroad:</p> <ul style="list-style-type: none"> a) due to business trips or participation in exhibitions and trade fairs; b) caused by the insured’s products which got there without the insured having it delivered there, or by products which the insured has delivered there; c) from assembly, maintenance (including inspection and customer service), repair and construction work as well as the ownership and use of the movable, operational equipment to carry out this work. <p>8.11.3 If the damage assessment and settlement or the fulfillment of other obligations of the insurer are prevented by state authorities, third parties or the insured, cover is not provided.</p>