



General insurance conditions for the insurance of rescue in the mountains in Slovakia GIC RM 16

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Insurance of rescue in the mountains shall be governed by the Civil Code as amended and effective, these standard policy conditions for insurance of rescue in the mountains in the Slovak Republic (hereinafter "GIC") and the conclusion of the insurance contract.

Article 1 Definitions

For the purposes of insurance under this GIC, the following definitions shall apply:

Mountain area: territory of the Slovak Republic, where the Mountain Rescue Service carries out rescue the operation in accordance with Act no. 544/2002 Coll., on the Mountain Rescue Service;

Mountain Rescue Service: the Mountain Rescue Service in accordance with Act no. 544/2002 Coll. on the Mountain Rescue Service;

Insured - the person, for the rescue of who were incurred expenses, which are subject to the insurance;

Policyholder - natural or legal person, who has concluded the insurance contract and is obliged to pay the premiums; **Insurer** - Generali Poist'ovňa, a. s.;

Insured sum - the maximum settlement of the insurer in the event of a claim;

Insured event - any event occurring connected with the obligation of the Insurer to provide insurance indemnity according to GIC;

Premium - financial liability of the policyholder for the insurance agreed by the insurance contract;

Insurance claim: the amount paid by the insurer under the insurance contract if an insured event occurs;

Rescue operation: searching and recovery of the insured in an emergency, first aid provided to the insured in emergency and their transportation to the nearest vehicle to a medical facility or to a medical facility, organized by the Mountain Rescue Service.

Article 2 Subject and scope of insurance, insurance territorial validity

1. The subject of insurance are actually incurred and documented costs necessarily incurred by the Mountain Rescue Service (hereinafter referred to as "MRS"), by the civil associations and other legal and natural persons carrying out rescue operation in mountainous areas in collaboration with the MRS in order to save the insured in mountain areas, including gaps and caves in the event of an immediate threat to life or health of the insured.
2. The insurer will pay the reasonable and necessary costs of technical support for collecting, sharing, extrication, search for the insured and

transport to the nearest medical facility that is with its specialization and installations able to provide help to the insured with taking into account their medical conditions.

3. The insurer arranges the insurance of rescue in the mountains in two variants:
 - a) "Basic", designed for activities: hiking - walking and mountain, downhill and cross country skiing on marked routes, sledding and snowboarding on marked tracks, riding a bobsled;
 - b) "Extreme", designed for activities: the activities of the variant "Basic", skiing and snowboarding off the ski track or in open terrain, paragliding, mountain biking, climbing, climbing on the practice climbing rocks, caving, riding snow vehicles.
4. The insurance covers the costs incurred for the rescue operations referred to in paragraph 1 of this Article in the Slovak Republic.

Article 3 Conclusion of the insurance contract

1. The insurance contract is valid on the date of signing by both contracting parties. The premium must be paid no later than the date of commencement of insurance under the insurance contract. If arrangements are done remotely, the policyholder may accept the proposal to conclude the insurance contract also by paying the premium in the amount specified in the proposal, if this is done no later than the date of commencement of insurance. The insurance contract in this case is concluded as soon as the premium were paid in due time, not later than on the date of commencement of insurance.
2. Upon conclusion of the insurance contract the policyholder and the insured authorize the insurer to contact and consult MRS in relation to the insured event. Information that the insurer obtained in consultation with MRS may be used only in connection with claims handling.

Article 4 Period of insurance, beginning and end of insurance

1. Insurance can be arranged for a fixed period - the period of one year or for a fixed number of days.

2. Insurance starts at the hour specified in the insurance contract and the date specified in the insurance contract as the start of insurance and ends at 24:00 on the date specified in the insurance contract as the end of the insurance.

Article 5 **Insured sum**

1. The sum insured is set at EUR 16,500.
2. The sum insured is the upper limit of insurance compensation by the insurer for all insured events occurring during the insurance period.

Article 6 **Premium and premium due date**

1. The amount of the premium depends on the period of insurance and the variant chosen by the policyholder. The premium is given in the valid currency and its amount is provided in the insurance contract.
2. The premiums for the entire period of insurance is payable as of the start of the insurance.

Article 7 **Insured event**

The insured event is emergence of the costs further specified in Article 2 of this GIC during the insurance.

Article 8 **Insurance claim and insurance due date**

1. The insurer shall reimburse the costs incurred in the event of the insured event for the insured to the MRS and legal and natural persons referred to in Article 2.
2. If the insured person themselves partly or fully pay the costs of the rescue operation, they have the right to claim for a refund of paid part.
3. The insurer provides the insurance claims only up to the amount of the actually incurred and documented costs.
4. The insurance claim is payable in the applicable currency within 15 days from the date when the insurer finishes the necessary investigation to determine the extent of the obligation of the insurer to be met. The investigation to determine the extent of the obligation to be fulfilled by the insurer must be made without delay. If it is not possible to have it finished within one month after the insurer is informed about the insured event, the insurer is obliged to provide the insured with the reasonable advance on the basis of the written request.

Article 9 **Obligations of the insured and the policyholder**

1. The insured and the policyholder are obliged to answer truthfully to all questions of the insurer concerning the negotiation of insurance, especially when determining the extent of insurance.

2. The insured and the policyholder are obliged to provide all information and documents that may be relevant to the assessment of entitlement to payment of the insurance benefits.
3. The insured shall permit the insurer to request access to medical records about their health and relieve their physician from the confidentiality obligation.
4. The insured and the policyholder are obliged to prevent the accident, especially not violate obligations aimed at averting and reducing the danger imposed to them by legislation, or which were assumed by these GIC and the insurance contract.
5. Conscious breach of the obligations referred to in paragraph 2, 3 and 4 of this article causes that the insurer has the right to reduce the insurance claims to such an extent that the infringement had an impact on the occurrence of such insured event and the extent of the insurer's obligation to perform.

Article 10 **Exceptions**

1. The insurance does not cover the rescue costs incurred:
 - a) by misuse of the emergency call lines, where the insured intentionally requested the aid not necessary under these GIC;
 - b) related to the movement of insured in mountainous terrain, if the fourth and a higher degree of avalanche danger was declared, or other hazards;
 - c) by intervention at the marked ski trails during the time period (these costs are borne by the operators of mountain transport facilities);
 - d) when the insured was under the influence of alcohol (blood alcohol level of 0.3 ‰ or more), narcotics or other drugs;
 - e) in connection with the event, when the insured attempted to commit a suicide or wilful injury.
2. The insurance does not cover costs for first aid and medical assistance in the accommodation and catering facilities.

Article 11 **Termination of insurance**

- a) The policyholder and the insurer shall be entitled to unilaterally terminate the concluded contract in writing, by written notice to the other party no later than at the beginning of the insurance.
- b) In addition to the insurance termination reasons listed under § 800 et seq. of the Civil Code and other generally binding regulations, the insurance expires also by the notice of the insurer or the policyholder delivered to the other party within one month of completion of the investigation of the harmful event, or three months from the notification of the insured event to the insurer. The notice period is one month and begins on the date of delivery of the notice; by its elapsing the insurance shall cease to exist.

Article 12
Delivery of communication

The documents of the insurer intended for the policyholder and/or the insured shall be delivered to the last known address of the policyholder and/or the insured. The insurer's obligation to deliver the document will be fulfilled as soon as the policyholder and/or insured takes it over. If the document is stored at the post office because the addressee is not available, and the addressee does not take it over, the communication shall be deemed delivered, notice shall be deemed delivered on the day of its recovery to the insurer, for legal persons these are three days after the return to the insurer, even if the addressee is not aware of it. In cases where the communication is returned to the insurer as undelivered due to change of the address, it shall be deemed delivered when returned. The obligation of the insurer to deliver the document is met even if service of the communication has been thwarted by acts or omissions of the policyholder and/or the insured. The effects of delivery shall also apply if the policyholder and/or insured refuses to accept the communication. The documents shall be delivered to the insurer generally by mail or other entities entitled to deliver the shipment, but can also be delivered directly to the insurer.

Article 13
Method for handling complaints

1. The complaint means a written objection from the insured and/or the policyholder to the insurer to conduct insurance business in connection with the conclusion of the contract. The complaint may be made in writing (to the address of the insurer or to any place of business of the insurer), orally, through means of electronic communication (e-mail), via the website or call of the insurer.
2. From the complaint it must be clear, who filled it, what matters are concerned, the deficiencies which points out what the complainant claims, and in the case of the complaint in writing it must be signed by the complainant.
3. The insurer shall give the complainant in writing information on procedures for handling complaints and acknowledge receipt of the complaint, if the complainant requested so.
4. The compliant is obliged to request the insurer to submit without delay the required documents to the complaints. If the complaint does not contain the required information or the applicant fails to submit the documents, the insurer is entitled to request and notify the complainant that if within a specified period fails or does not correct the required information and documents will not be possible to terminate the handling of complaints and the complaint will be postponed.
5. The insurer is obliged to examine the complaint and inform the complainant how to respond to the complaint without undue delay, within 30 days of its receipt. If the complaint handling requires longer period, the time limit may be extended by the

- previous sentence - the complainant will be immediately notified. The complaint is considered to be completed when the complainant was informed of the outcome of the investigation of the complaint.
6. The repeated complaints and another repeated complaint is a complaint of the same complainant in the same case, if there are not new facts.
 7. With the repeated complaints the insurer inspects the accuracy of the completion of the previous complaint. When the previous complaint was properly completed, the insurer shall notify the applicant of reasons and information that further repetitive complaints will be postponed. If the check of the completion of the previous complaints finds out that it was not completed properly, the insurer shall re-investigate the previous complaint and complete it.
 8. In the case of the complainant's dissatisfaction with the completion of their complaint, the complainant may address the National Bank of Slovakia and/or the competent court.

Article 14
Jurisdiction of the courts

All disputes of any kind which may arise under the insurance contract or in connection with the insurer and the policyholder, the insured or other authorized persons under the jurisdiction of the courts of the Slovak Republic and will be settled in accordance with the Slovak law.

Article 15
Politically exposed person

Upon conclusion of the contract as well as during its validity the policyholder is obliged inform the insurer in writing of the facts which would render the policyholder to be considered politically exposed persons within the meaning of the Act no. 297/2008 Coll. In case when the policyholder fails to notify the insurer of the facts above, they will be deemed a person who is not a politically exposed person.

Article 16
Processing of personal and other data

1. The insurer is the operator in accordance with Act no. 122/2013 Coll., on Personal Data Protection (hereinafter referred to as "PDP").
2. The insurer is entitled to process personal data of data subjects without their consent and reporting in accordance with the Act on Insurance in force and effect, as amended (hereinafter referred to as the "Insurance Act"), which is a special act in relation to the PDP.
3. The parties concerned are mainly the policyholder, the insured, the person entitled to take over the insurance benefit, other persons specified in the policy.
4. The insurer is entitled to process the personal and other data of the persons concerned to the extent provided by the applicable legislation. The list and scope of processed data is available on the website

- of the insurer.
5. The insurer is entitled to request and obtain by copying, scanning or other recording the personal data of identity document (in the range of visual likeness, title, name, surname, birth name, social security number, date of birth, place and district of birth, permanent residence, temporary residence, nationality, record on the restriction of legal capacity, type and number of identity document, issuing authority, date of issue and validity of the identity document) and information within the meaning of paragraph 4 of this Article from the other documents proving the data.
 6. The insurer is entitled to process the personal data in order to identify clients and their representatives and safeguarding the possibility of the subsequent verification of identification for the purpose of concluding the insurance contracts and insurance administration for the purpose of protecting and enforcing the rights of insurance to its clients for the purpose of documenting the activities of the insurance company for the purpose of exercising supervision of insurance and to fulfil the duties and responsibilities of the insurance company under the Insurance Act and special regulations.
 7. The insurer has also the right to process personal data of the persons concerned without their consent if the processing of personal data is necessary for the performance of insurance contracts, as well as pre-contractual relationship with that person, and in the negotiations on amending to the insurance contract that take place at the request of the person concerned. Processing of personal data for other purposes is possible with the agreement of the person concerned.
 8. Before conclusion of the insurance contract the policyholder notes that the insurer is entitled to process the personal data and other data to the extent and for the purposes specified in these insurance conditions and/or the applicable law; the policyholder is obliged to provide such data to the insurer, and authorize the insurer to obtain it by copying, scanning or other recording. In the case of the use of electronic communication with the insurer, the policyholder, the insured or other authorized person are obliged to send the birth identification number.
 9. The policyholder is obliged to immediately notify the insurer of any change to their data in accordance with paragraph 4 of this Article, as well as the change of data of other persons concerned.
 10. The insurer is obliged to keep and protect the insurance contracts including their amendments and related documents during the period of insurance and after the insurance termination until the expiry of the limitation period for the exercise of rights under an insurance policy but at least ten years after the end of the contractual relationship with the client from damage, alteration, destruction, loss, theft, disclosure, misuse and unauthorized disclosure.
 11. The person concerned has the right, upon written request to require from the operator in particular the confirmation whether or not the personal data are

processed, accurate information about the source from which the operator obtained the personal data for processing, a list of the personal data that are subject to processing, repair or disposal of their incorrect, incomplete or outdated personal data which are subject to processing, destruction of their personal data the purpose of processing is terminated or if the law has been violated or there was blocking of personal data due to withdrawal of consent before the expiry of the period of validity (if personal data are processed with the consent of the person concerned).

12. The insurer shall publish on its website the list of third parties, which may provide the personal data of the persons concerned, the range of beneficiaries to whom personal data may be disclosed, a circuit of the intermediaries and information on transfers of personal data to third countries.
13. By conclusion of the insurance contract the policyholder agrees that the insurer recorded any ongoing communication between them and the insurer, through technical means and maintain these records for reasons of safety and in order to use them in case of dispute or complaint. This shall also apply to the consent of another person, data of who are set out in the insurance contract or the person authorized to take over the insurance benefit.

Final provisions

These GIC are an integral part of the insurance contract. If required by the nature or purpose of the insurance, the insurance contract may deviate from these GIC in accordance with the provisions of the Civil Code.

If the insured find themselves in an emergency situation, which endangers the life or health it is necessary to immediately contact the non-stop emergency line of the Mountain rescue Service **18 300**. The Mountain Rescue Service shall organize the rescue activity and contact the insurance company Generali Poist'ovňa, a. s. Communication concerning the reimbursement of costs incurred in connection with rescue operations will be held between Generali Poist'ovňa, a.s. and Mountain Rescue Service.