Allianz Protect
General terms and conditions of Directors & Officers Deductible Insurance
SI-314-0319

INTRODUCTORY

General terms and conditions of deductible insurance SI-314-0319 (hereinafter: T&C) are determining the rights and liabilities of contractual parties of DEDUCTIBLE INSURANCE.

DEDUCTIBLE INSURANCE is valid provided that a D&O INSURANCE is prior concluded at INSURER and solely for the deductibles, provided in concluded D&O INSURANCE.

DEDUCTIBLE INSURANCE assures coverage according to Claims made principle.

Cover under DEDUCTIBLE INSURANCE is afforded solely with respect to CLAIMS first made against INSURED PERSON during the POLICY PERIOD of DEDUCTIBLE INSURANCE POLICY or during the DISCOVERY PERIOD, subject to agreement and conditions. Claims should be notified in writing according to this T&C and terms and conditions of D&O INSURANCE.

T&C are integral part of insurance contract concluded between INSURER and POLICYHOLDER and are handed to the latter in writing. This is confirmed by the signature of DEDUCTIBLE INSURANCE POLICY by POLICYHOLDER.

1. DEFINITIONS

1.1 INSURER;
ALLIANZ HRVATSKA dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Dunajska cesta 156, 1000 Ljubljana.

1.2 INSURED PERSON;
Past, a present and future member of management or supervisory board or any other person, which conducts managerial position at COMPANY and has authorization to conclude legal transactions.

INSURED PERSON shall also include:
- Lawful spouse or domestic partner of any INSURED PERSON as specified above in Paragraph 1. Point 1.2. of T&C where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or domestic partner. DEDUCTIBLE INSURANCE POLICY does not provide cover for any CLAIM that alleges a WRONGFUL ACT by the spouse or domestic partner;
- Legal representatives, heirs, assigns or estates of an INSURED PERSON as specified above in Paragraph 1. Point 1.2. of T&C in the event of their death, incapacity, insolvency or bankruptcy for the

ALLIANZ PROTECT
Splošni pogoji za zavarovanje odbitne franšize
SI-314-0319

UVODNO

Splošni pogoji za zavarovanje odbitne franšize SI-314-0319 (v nadaljevanju: Pogoji) določajo pravice in obveznosti strank iz ZAVAROVANJA ODBITNE FRANŠIZE.

ZAVAROVANJE ODBITNE FRANŠIZE je veljavno pod pogojem, da je predhodno pri ZAVAROVALNICI sklenjeno ZAVAROVANJE D&O in samo glede odbitne franšize iz naslova sklenjenega ZAVAROVANJA D&O.

ZAVAROVANJE ODBITNE FRANŠIZE zagotavlja kritje po Načelu zahtevkovnega sprožilca kritja.

ZAVAROVANJE ODBITNE FRANŠIZE zagotavlja kritje samo za ZAHTEVKE, ki so bili prvič vloženi oziroma uveljavljeni zoper ZAVAROVANO OSEBO v času VELJAVNOSTI POLICE ZAVAROVANJA ODBITNE FRANŠIZE ali v času ROKA ZA PRIJAVO ŠKODE, če je tako dogovorjeno in zanj obstojijo pogoji ter so ZAVAROVALNICI sporočeni oziroma posredovani v pisni obliki in skladno s Pogoji in Zavarovalnimi pogoji ZAVAROVANJA D&O.

Pogoji so sestavni del zavarovalne pogodbe, sklenjene med ZAVAROVALNICO in ZAVAROVALCEM in so slednjemu izročeni v pisni obliki, kar ZAVAROVALEC potrdi s podpisom POLICE ZAVAROVANJA ODBITNE FRANŠIZE.

1. POJMI

1.1. ZAVAROVALNICA;
ALLIANZ HRVATSKA dioničko društvo za osiguranje, Zagreb, ALLIANZ SLOVENIJA, zavarovalna podružnica, Dunajska cesta 156, 1000 Ljubljana.

1.2. ZAVAROVANA OSEBA;
Pretekli, sedanji in prihodnji član organa vodenja ali nadzora ali druga oseba, ki opravlja vodstveni položaj pri DRUŽBI in ima pooblastila za sklepanje pravnih poslov.

Med ZAVAROVANE OSEBE so vključeni tudi:
- zakonec ali izvenzakonski partner ZAVAROVANE OSEBE iz 1. odstavka točke 1.2. Pogojev, v primerih, kadar se zaradi izvrševanja sodnih odločb le-te izvršujejo na skupno premoženje zakoncev ali izvenzakonskih partnerjev. POLICA ZAVAROVANJA ODBITNE FRANŠIZE ne krije PROTIPRAVNIH RAVNANJ, ki jih storijo zakonec ali izvenzakonski partner;
- pravni zastopniki, dediči ali upravitelji premoženja ZAVAROVANIH OSEB iz 1. odstavka točke 1.2. Pogojev v primeru njihove smrti, nesposobnosti, prenehanja, insolventnosti, stečaja, in sicer za PROTIPRAVNA RAVNANJA, ki jih je je izvršila ZAVAROVANA OSEBA.

WRONGFUL ACTS of such INSURED PERSON.

1.3 POLICYHOLDER
Management or Supervisory Board members of the COMPANY.

1.4 MANDATORY DEDUCTIBLE
Amount as stipulated in 2nd sentence of 2nd paragraph of 263rd Article of Slovene Companies' Act (ZGD-1).

1.5 DEDUCTIBLE INSURANCE
Insurance concluded between INSURER and POLICYHOLDER on behalf of INSURED PERSON and covers only MANDATORY DEDUCTIBLE on side A of D&O INSURANCE.

1.6 DEDUCTIBLE INSURANCE POLICY
Document of the conclusion of DEDUCTIBLE INSURANCE.

1.7 D&O INSURANCE
Directors & officers liability insurance between INSURER and COMPANY for insurance of risks arising out of performance of their function in the COMPANY.

1.8 COMPANY POLICY
Document of the conclusion of D&O INSURANCE as specified in item 5 of DEDUCTIBLE INSURANCE POLICY.

1.9 CLAIM
A payment call of MANDATORY DEDUCTIBLE raised or enforced against INSURED PERSON during POLICY PERIOD of DEDUCTIBLE INSURANCE POLICY or DISCOVERY PERIOD, subject to agreement and conditions, and notified to INSURER according to this T&C and terms and conditions of D&O INSURANCE.

If the CLAIM has been notified according to the terms and conditions of COMPANY POLICY, it is agreed that CLAIM has been simultaneously notified according to DEDUCTIBLE INSURANCE POLICY .

1.10 SUM INSURED
The highest liability of INSURER determined in DEDUCTIBLE INSURANCE POLICY for individual justified CLAIM, limited by MANDATORY DEDUCTIBLE.

1.11 POLICY PERIOD
The period specified in Item 3 of DEDUCTIBLE INSURANCE POLICY.

2. COVERAGE

2.1 INSURER grants cover of MANDATORY DEDUCTIBLE based on DEDUCTIBLE INSURANCE in accordance with provisions of DEDUCTIBLE INSURANCE POLICY, this T&C and terms and conditions of D&O INSURANCE.

1.3. ZAVAROVALEC;
Člani organov vodenja in nadzora DRUŽBE.

1.4. OBVEZNA ODBITNA FRANŠIZA;
Znesek, določen v 2. stavku 2. odstavka 263. člena ZGD-1.

1.5. ZAVAROVANJE ODBITNE FRANŠIZE;
Zavarovanje, ki ga skleneta ZAVAROVALNICA in ZAVAROVALEC v korist ZAVAROVANE OSEBE in krije izključno OBVEZNO ODBITNO FRANŠIZO za zavarovalno kritje A iz ZAVAROVANJA D&O.

1.6. POLICA ZAVAROVANJA ODBITNE FRANŠIZE;
Dokazilo o sklenjenem ZAVAROVANJU ODBITNE FRANŠIZE.

1.7. ZAVAROVANJE D&O;
Zavarovanje, ki ga skleneta ZAVAROVALNICA in DRUŽBA za zavarovanje članov organov vodenja ali nadzora pred riziki iz opravljanja njihove funkcije v DRUŽBI.

1.8. KORPORATIVNA POLICA;
Dokazilo o sklenjenem ZAVAROVANJU D&O, kot je določeno v POLICI ZAVAROVANJA ODBITNE FRANŠIZE v členu 5.

1.9. ZAHTEVEK;
Poziv na plačilo OBVEZNE ODBITNE FRANŠIZE, vložen oziroma uveljavljen zoper ZAVAROVANO OSEBO v času veljavnosti POLICE ZAVAROVANJA ODBITNE FRANŠIZE ali v ROKU ZA PRIJAVO ŠKODE, če je tako dogovorjeno in zanj obstojijo pogoji, in je ZAVAROVALNICI sporočen oziroma posredovan skladno s Pogoji in Zavarovalnimi pogoji ZAVAROVANJA D&O.

V kolikor je podan zahtevek po KORPORATIVNI POLICI se šteje, da je podan ZAHTEVEK tudi po POLICI ZAVAROVANJA ODBITNE FRANŠIZE.

1.10. ZAVAROVALNA VSOTA;
Najvišja obveznost ZAVAROVALNICE, določena v POLICI ZAVAROVANJA ODBITNE FRANŠIZE za posamičen utemeljen ZAHTEVEK, ki je omejena na višino OBVEZNE ODBITNE FRANŠIZE.

1.11. VELJAVNOST ZAVAROVANJA POLICE;
Obdobje, določeno v točki 3 POLICE ZAVAROVANJA ODBITNE FRANŠIZE

2. KRITJE

2.1. ZAVAROVALNICA zagotavlja kritje OBVEZNE ODBITNE FRANŠIZE na podlagi ZAVAROVANJA ODBITNE FRANŠIZE skladno z določbami POLICE ZAVAROVANJA ODBITNE FRANŠIZE, Pogojev in Zavarovalnimi pogoji ZAVAROVANJA D&O.

2.2 INSURER grants cover of DEDUCTIBLE INSURANCE in the case of justified CLAIM.

If the coverage related to the claim on COMPANY POLICY is granted, it is agreed that coverage is simultaneously agreed for a CLAIM on ground of DEDUCTIBLE INSURANCE POLICY.

2.3 Endorsements, definitions, term and conditions, extensions, exclusions and other provisions agreed in D&O INSURANCE are valid and are in force with this T&C, unless otherwise agreed in the latter.

2.4 Changes, additions, extensions and cancelations of D&O INSURANCE coverage apply directly on DEDUCTIBLE INSURANCE. If additional premium is charged for changes of D&O INSURANCE, these changes have an effect on DEDUCTIBLE INSURANCE, only in case of agreed and paid additional premium.

2.5 INSURER's obligation to provide coverage based on DEDUCTIBLE INSURANCE represents legal limitation of D&O INSURANCE coverage according to 2nd sentence of 2nd paragraph of 263rd Article of ZGD-1 and together does not exceed COMPANY POLICY's LIMIT OF LIABILITY.

2.6 Any payment of or agreement to pay LOSS on the basis of justified CLAIM arising out of DEDUCTIBLE INSURANCE, decreases INSURER's obligation out of D&O INSURANCE and vice versa, accordingly in the amount of such payment or agreed payment.

2.7 The duty of the INSURER to pay LOSS on the basis of DEDUCTIBLE INSURANCE is recognized to be fulfilled in full when D&O INSURANCE or COMPANY POLICY are terminated or the LIMIT OF LIABILITY under them is eroded.

Further, the obligation of INSURER out of DEDUCTIBLE INSURANCE is terminated with the termination of D&O INSURANCE or COMPANY POLICY.

3. VALIDY

3.1 DEDUCTIBLE INSURANCE is valid in POLICY PERIOD of insurance.

3.2 DEDUCTIBLE INSURANCE is terminated when LIMIT OF LIABILITY stated in COMPANY POLICY of D&O INSURANCE or SUM INSURED stated in DEDUCTIBLE INSURANCE POLICY of DEDUCTIBLE INSURANCE is eroded.

4. PREMIUM AND PREMIUM PAYMENT

4.1 DEDUCTIBLE INSURANCE premium is determined per total policy period, not limited to INSURED PERSONS's

2.2. ZAVAROVALNICA zagotavlja kritje iz ZAVAROVANJA ODBITNE FRANŠIZE v primeru utemeljenega ZAHTEVKA.

V kolikor je kritje za zahtevek po KORPORATIVNI POLICI podano, se šteje, da je podano kritje tudi za ZAHTEVEK po POLICI ZAVAROVANJA ODBITNE FRANŠIZE.

2.3. Zavarovalne klavzule, definicije, zavarovalni pogoji, razširitve, izključitve in druge določbe dogovorjene v ZAVAROVANJU D&O veljajo in učinkujejo skupaj z določbami Pogojev, če ni v slednjih izrecno drugače določeno oz. dogovorjeno.

2.4. Spremembe, dopolnitve, podaljšanje in prenehanje ZAVAROVANJA D&O neposredno učinkuje na ZAVAROVANJE ODBITNE FRANŠIZE. V kolikor je za spremembe kritja ZAVAROVANJA D&O potrebno dodatno plačilo zavarovalne premije, učinkujejo te na ZAVAROVANJE ODBITNE FRANŠIZE le, v kolikor je v slednjem plačana dogovorjena dodatna zavarovalna premija.

2.5. Obveznost ZAVAROVALNICE zagotavljati kritje iz ZAVAROVANJA ODBITNE FRANŠIZE predstavlja zakonsko omejitev kritja po ZAVAROVANJU D&O skladno z določbo 2. stavka 2. odstavka 263. člena ZGD-1 in skupaj ne presega zavarovalne vsote določene v KORPORATIVNI POLICI.

2.6. Katerokoli plačilo ali dogovor o plačilu ŠKODE na podlagi utemeljenega ZAHTEVKA iz naslova ZAVAROVANJA ODBITNE FRANŠIZE zmanjšuje obveznost ZAVAROVALNICE iz ZAVAROVANJA D&O in obratno, in sicer v znesku tega plačila ali dogovorjenega plačila.

2.7. Obveznost Zavarovalnice izplačati ŠKODO iz naslova ZAVAROVANJA ODBITNE FRANŠIZE preneha v celoti s prenehanjem ZAVAROVANJA D&O oz. KORPORATIVNE POLICE ali ko je zavarovalna vsota izčrpana.

Nadalje, obveznost ZAVAROVALNICE iz naslova ZAVAROVANJA ODBITNE FRANŠIZE preneha s prenehanjem ZAVAROVANJA D&O oz. KORPORATIVNE POLICE.

3. VELJAVNOST

3.1. ZAVAROVANJE ODBITNE FRANŠIZE je veljavno v času trajanja zavarovanja.

3.2. ZAVAROVANJE ODBITNE FRANŠIZE preneha veljati, ko je je izčrpana zavarovalna vsota določena v KORPORATIVNI POLICI za ZAVAROVANJE D&O ali ZAVAROVALNA VSOTA določena v POLICI ZAVAROVANJA ODBITNE FRANŠIZE za ZAVAROVANJE ODBITNE FRANŠIZE.

4. PREMIJA IN PLAČILO PREMIJE

4.1. Premija za ZAVAROVANJE ODBITNE FRANŠIZE je določena za celotno trajanje zavarovanja, ne glede na trajanje

term in office, position or function. POLICYHOLDER irrevocably waives any right to premium pay-back in the case of termination of position during the POLICY PERIOD of DEDUCTIBLE INSURANCE.

4.2 POLICYHOLDER is obligated to pay the premium at receipt of DEDUCTIBLE INSURANCE POLICY.

Premium payment on the basis of invoice or any other document (with due date) is considered as an agreement upon which the premium payment is considered at conclusion of DEDUCTIBLE INSURANCE.

5. GENERAL PROVISIONS

5.1 No (Re)INSURER shall be deemed to provide cover and no (Re)INSURER shall be liable to pay any LOSS or claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such LOSS or claim or provision of such benefit would expose that (Re)INSURER to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

5.2 This policy does not provide any cover, and does not include any liability to pay any LOSS or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the INSURER.

5.3 The coverage under this policy is provided anywhere in the world as specified in Item 10 of DEDUCTIBLE INSURANCE POLICY, where legally permitted.

5.4 This policy is concluded in Slovenian and English language. In case of any discrepancies between these versions, the English version shall prevail, unless otherwise stated.

ZAVAROVANČEVEGA položaja oz. funkcije v DRUŽBI. ZAVAROVALEC se odpoveduje pravici do vračila premije v primeru prenehanja položaja ZAVAROVANCE OSEBE tekom zavarovalnega obdobja ZAVAROVANJA ODBITNE FRANŠIZE.

4.2. ZAVAROVALEC je dolžan premijo za ZAVAROVANJE ODBITNE FRANŠIZE plačati ob prejemu POLICE ZAVAROVANJA ODBITNE FRANŠIZE.

Plačilo premije na podlagi računa ali drugega dokumenta, kjer se običajno določi rok plačila, se pri plačilu premije šteje za dogovor o tem, da je potrebno premijo plačati ob sklenitvi ZAVAROVANJA ODBITNE FRANŠIZE.

5. SPLOŠNE DOLOČBE

5.1. (Po)ZAVAROVALNICA ne bo zagotavljala kritja in (po)ZAVAROVALNICA ne bo odgovarjala za poplačilo ŠKODE ali zahtevka ali druge ugodnosti, če bi zagotovitev takega kritja, poplačilo take ŠKODE ali zahtevka ali zagotovitev take ugodnosti izpostavila (po)ZAVAROVALNICO katerikoli kazni, prepovedi ali omejitvam v zvezi z določili in resolucijami Združenih narodov ali trgovinskim ali gospodarskim kaznim, zakonom ali predpisom Evropske unije, Združenih držav Amerike in/ali katerekoli druge primerljive nacionalne gospodarske ali trgovinske zakonske omejitve ali predpisa.

5.2. Kritje po tej polici ni zagotovljeno in ne vključuje katerekoli obveznosti poplačila kakršnekoli ŠKODE ali druge ugodnosti na njeni podlagi, če je v povezavi s kakršnimkoli tveganjem v zvezi z Iranom. Razen, če je tako tveganje posebej razkrito in pisno dogovorjeno z ZAVAROVALNICO.

5.3. Kritje po tej polici je zagotovljeno povsod po svetu, kjer je to zakonsko dovoljeno, kot je to opredeljeno v točki 10 POLICE ZAVAROVANJA ODBITNE FRANŠITZE.

5.4. Ta polica je sestavljena v slovenskem in angleškem jeziku. V primeru neskladja prevlada polica, sestavljena v angleškem jeziku, razen če ni drugače določeno.