

Special Insurance Terms and Conditions for Property Insurance against All Risks

Article 1 Introductory Provisions

1. These Special Insurance Terms and Conditions for Property Insurance against All Risks (hereinafter the "Special Insurance Terms") are complementary to the General Insurance Terms and Conditions for Property Insurance (hereinafter the "General Insurance Terms") and are an integral part of the insurance policy. This property insurance against all risks is governed by the relevant provisions of the Civil Code, General Insurance Terms, these Special Insurance Terms, contractual arrangements and insurance policy.

Article 2 Subject of the Insurance

1. If the subject of insurance is a building or a structure, then the insurance covers all parts of the insured property including foundations, basement walls, structural components and accessories of the building or a structure.
2. If the subject of insurance is a building or a structure, the insurance covers the following:
 - (a) properly installed/assembled external mechanical barriers belonging to the building or a structure (e.g. fencing, ramp, turnstile),
 - (b) roads, sidewalks and paved areas belonging to the building or structure owned by the insured person,
 - (c) other adjacent structures without a registration number (e.g. a gazebo, pool) belonging to the insured building or structure.If items stated in letters (a) to (c) are individually insured then they are subject to annual benefits of 10% of the insured sum of the building or structure they belong to, however no more than 10,000 euros, whichever is lower, unless another agreed sum is stated in the insurance policy.
3. The insurance covers items under points 1 and 2 of this article only if they have been handed over into proper use based on the final approval decision except for those buildings under point 2, where the construction authority did not require final approval.
4. Unless otherwise agreed in the insurance policy, the insurance does not cover:
 - (a) money, stamps and valuables,
 - (b) data carriers and data recovery (hereinafter the "Data Carriers"),
 - (c) documents, plans, business books and similar documentation, files, drawings (hereinafter the "Documentation"),
 - (d) motor vehicles, motor vehicle trailers and towing machinery kept in the accounts as tangible fixed assets or inventory,
 - (e) cash registers, coin-operated or banknote-operated machines (including automatic money-changing or money-exchanging machines), including their contents, or automatic cash dispensers,
 - (f) works of art and collections,
 - (g) building augmentations carried out by the insured person at their own expense on the premises they use under a lease contract,
 - (h) exhibition models, samples, prototypes, exhibits and production equipment not applicable to standard production,
 - (i) structures on watercourses,
 - (j) items of personal needs of the insured person's employees,
 - (k) glass parts of movable property (e.g. screens, furniture glass, lighting fixtures).

Article 3 Place of the Insurance

1. Unless stated otherwise in the insurance policy, the insurance covers the insured items only if damage to items occurred at the place stated in the insurance policy as the insured place.

2. The insured place is a building, room or a place in the Slovak Republic defined in the insurance policy by an address or cadastral territory and a plot number (land), where the insured items are located, unless stated otherwise in the insurance policy.
3. The insured place for:
 - (a) self-propelled work machines, carried work machines and machines which are trailers,
 - (b) portable (mobile) electronics and electronics permanently built-in in a motor vehicle,
 - (c) movable property other than that referred to in Article 2(4)(a) and (f) taken over by an employee of the insured person upon the instructions or with the consent of the employer in order to perform their duties, is the Slovak Republic unless stated otherwise in the insurance policy.
4. For moveable property, the insurance relates also to a place where the insured items were relocated from the insured place stated in the insurance policy for an unavoidable period as a result of imminent or already occurring insured event. The place is covered by the insurance from the day when the insured items are relocated there and only if the insured person notified the insurer of this fact within 14 days and at the same time provided the insurer with the address and a list of the relocated items.
5. If it is not only materialisation of the insured event only as a result of an unintentional error or unintentional omission:
 - (a) when stating the insured place where the insured item is located or due to non-inclusion of a place:
 - (i) owned, rented or leased by the insured person as of the beginning of the insurance, or
 - (ii) purchased, rented or with the lease commencement date during the insurance period,then the insurance covers those places in the scope as if there was no such unintentional error or unintentional omission provided that each unintentional error or unintentional omission is reported by the policy holder or the insured person with the date of discovery and of recording the correction. However, this does not increase the insured sums and benefits limits stated in the insurance policy and does not relieve the policy holder or the insured person from the obligation to report a new insured place to the insurer within 90 days from the commencement of the first use by the insured person at the latest.
6. For the insured items stated in Article 2(4)(a) to (c) it applies that the insured place is their depository located at the insured place stated in the insurance policy.

Article 4 Insurance Risks

1. This insurance covers direct physical damage caused in the insured property by loss event that is not excluded from these Special Insurance Terms, contractual arrangements or insurance policy.
2. The insurance covers the subject of the insurance even if it was lost causally linked to loss event under point 1 of this article establishing a right to benefits for the insured person.

Article 5 Exclusions from the Insurance

1. This insurance does not cover:
 - (a) motor vehicles, trailers of motor vehicles which are manufactured or approved for the purpose of road use and are subject to registration in the vehicle register,
 - (b) aircrafts, vessels, rolling stock or other equipment capable of moving in the atmosphere,
 - (c) drilling rigs, nuclear power plants,

- (d) domestic, farmed and wild animals and other species of higher organisms,
 - (e) water, soil, fields, forests, vegetation and plants,
 - (f) public roads (motorways, roads, local roads, public utility roads), including bridges, overpasses, tunnels, overpasses or underpasses for pedestrians,
 - (g) buildings at the time of their construction, assembly or renovation work and for damage to property stored in such building, provided that the construction, assembly or renovation work performed had any effect on the cause or increase of the consequences of the damage,
 - (h) land, unpaved courtyards, embankments, ramparts, quays that are not built of solid material (e.g. stone, concrete, metal, wood),
 - (i) public electricity, gas, water, heat transmission and distribution systems and public electronic communications networks,
 - (j) software and electronic data,
 - (k) items that have not been used or have been unusable for a long time, damages resulting from decommissioning, such as economic loss, lost profits,
 - (m) mines and property located in mines,
 - (n) inflatable halls, tent halls, tents and property stored in such facilities.
- The insurance does not cover items stated in letters (a) to (m) of this point even if they are included in the insured set or selection of items.
2. The insurance does not cover damages to the insured items:
 - (a) due to maintenance, repair, servicing, installation, test, testing,
 - (b) due to production, processing, packaging or any other work performed on them,
 - (c) due to cracking, fracture, collapse or overheating of caldrons, boilers, heaters, tanks, pipes and tubes, leakage of seals or defects in boiler welds.

If any consequent physical damage arises due to an event stated in this point, the insurer will provide benefits for such consequent physical damage unless excluded from the insurance.
 3. Unless otherwise agreed in the insurance policy, this insurance does not cover damages to moveable property located in open space, under shelters or in open buildings, except for items that due to their character (size, weight etc.) are usually stored at those places (building materials, metallurgical material, heavy machinery, agricultural machinery etc.).
 4. This insurance does not cover damages to the insured items:
 - (a) caused by embezzlement, fraud, dishonest conduct, acts contrary to the good morals of the insured person or another person acting as instructed by the insured person,
 - (b) due to the unexplained disappearance of the insured item,
 - (c) caused by the loss of the insured item, except in cases within the meaning of the provision referred to in Art. 4(2) of these Special Insurance Terms, burglary and robbery,
 - (d) identified by differences in inventory or audit,
 - (e) a criminal offense committed by computer, tablet, mobile phone or other means of information technology.
 5. This insurance does not cover damages caused by:
 - (a) animals, including insects and rodents, plants,
 - (b) atmospheric humidity or drought, extreme temperature changes, smog, drying, evaporation, vapours, gases, dust, deposits, mass loss, changes in colour or changes in fabric composition, odour, taste or finishing,
 - (c) an earthquake that does not reach at least level 6 on the European Macroseismic Scale (EMS-98) at the insured place,
 - (d) the dynamic action of a mass of air that did not move at a speed of 65 km/h (18.06 m/s) or more,
 - (e) flood or inundation, if the peak flow of water does not reach the level of at least the twenty-year flow at the insured place; the twenty-year flow means the peak flow of water in a watercourse that has been reached or exceeded once in twenty years over a long term,
 - (f) flooding of the territory due to regulated discharges of water from watercourses or reservoirs,
 - (g) increase in the groundwater level which was not caused by floods, inundations or atmospheric precipitation,
 - (h) landslide if:
 - (i) at the time of concluding the insurance contract, the landslide in the geological sense had already begun,
 - (ii) the landslide was caused by any industrial, construction or human activity,
 - (iii) in view of the situation at the insured place, it can be assumed, that its occurrence was more frequent than once every ten years before the loss.
 6. This insurance does not cover damages caused by:
 - (a) solidification of contents in facilities and lines holding or transporting molten materials or concrete,
 - (b) freezing of water due to non-heating of the property,
 - (c) water escaping from roof gutters and external drains due to atmospheric precipitation,
 - (d) a targeted explosion in blasting and similar work, an explosion (reaction) in the combustion chamber of engines, firearms and other equipment in which the energy of the explosion is purposefully used,
 - (e) water, liquid or steam escaping during pressure tests, repairs or maintenance of water supply facilities,
 - (g) water or other liquids in stored supplies, or with the character of inventory that were not stored at least 12 centimetres above the level if they are located at or below ground level; however, this does not apply to inventory normally stored on the floor due to its nature,
 - (h) faulty or defective design, material, workmanship or manufacturing defects,
 - (i) transport of the insured property by a means of transport, including damage caused during its loading and/or unloading,
 - (j) due to the action of space heating or radiant heat,
 - (k) smouldering with reduced air supply,
 - (l) outage or interruption of the supply of electricity, gas, water or any other medium,
 - (m) settling, cracking, shrinking, swelling, expanding or collapsing of the structure,
 - (n) which are, under by law or contract the liability of a supplier or contractual partner of the insured person, including damages covered by the warranty of a manufacturer or a constructor of works.
 7. This insurance does not cover damages caused by:
 - (a) overvoltage or induction on mechanical, electrical or electronic equipment,
 - (b) failure of measuring, control, regulating or safety equipment, lack of water, oil or lubricants,
 - (c) operator error, clumsiness or insufficient operator skill,
 - (d) due to an internal mechanical, electrical or electronic fault.
 8. This insurance does not cover costs:
 - (a) of leaked water and extinguishing media,
 - (b) paid by the insured person for any changes, amendments, advancement, enhancement, revision work if not included in the insured value of the insured item,
 - (c) induced by amendments to legal and technical regulations.
 9. The insurer will neither cover nor provide benefits for any damage or advantage under this provision if coverage or benefits or advantage would subject the insurer to any sanction, ban or restriction arising out of the

decision of the United Nations and/or trade or economic penalties, rights or regulations of the European Union, United Kingdom or the United States of America and/or it would cause breach of any other economic or trade sanction arising out of the generally binding legal regulations of the Slovak Republic.

10. Other exceptions may be arranged in the insurance policy.

Article 6 Benefits

1. In the event of loss event on the glass parts of the building or structure, the insurer will provide reasonable costs of:
 - (a) relocation, dismantling, assembly and installation of safety grids, film etc., auxiliary work such as scaffolding, lifting devices that had to be paid for repair or installation of the insured glass after loss event; the sum of these costs and benefits from insurance risks must not exceed the insured sum or the benefits limit arranged for the subject of the insurance,
 - (b) related to adjustments to temporarily protect property until it is possible to replace the broken insured glass; the limit of benefits for these costs is 20% of the insured sum arranged for the subject of the insurance and it is insured within the insured sum or the benefits limit arranged for the subject of the insurance.

Article 7 Obligations of the Insured Person

1. The insured person is obliged to:
 - (a) ensure full ventilation of the sewage discharge pipe,
 - (b) keep the water supply facilities in working order and ensure their regular inspection,
 - (c) when it is cold outside, ensure adequate heating for the building (structure),
 - (d) if there is a threat of water leakage from water supply facilities, to close the water source and discharge the pipe,
 - (e) in the event of loss of a key from the entrance door to the insured place or a key to a depository, where the insured items are placed in line with the security level arranged in the insurance policy, immediately to exchange the existing lock with another one of at least the same type and quality,
 - (f) ensure compliance or prevent degradation of the system by which the property is secured against theft, which is arranged in the insurance policy,
 - (g) if there is loss event, take inventory of the property and provide the insurer with all needed documents for verification of correctness of the inventory taken.

Article 8 Benefits Limit

1. Unless provided otherwise in the insurance policy, then if there is loss event due to fire, the insurer will provide benefits up to EUR 1,000.00 if the insured items were not stored in properly sealed depositories with fire protection under EN 1047-1 as follows:
 - (a) S 60 P for money, stamps or documentation,
 - (b) S 60 D for optical media (CDs, DVDs, Blue-ray discs) and flash memory (USB flash memory, memory cards),
 - (c) S 60 DIS for floppy disk media.
2. Unless otherwise expressly arranged in the insurance policy, the following benefits limits apply:
 - (a) EUR 3,000,000.00 for loss event caused by hail,
 - (b) EUR 3,000,000.00 for loss event caused by flood or inundation,
 - (c) EUR 3,000,000.00 for loss event caused by strong wind,
 - (d) EUR 3,000,000.00 for loss event caused by volcanic eruption,
 - (e) EUR 3,000,000.00 for loss event caused by earthquake,
 - (f) EUR 3,000,000.00 for loss event caused by landslide.

Article 9 Definitions

1. Atmospheric precipitation means condensation or desublimation of water vapor in the air, which then falls onto the earth. This relates to all water in a liquid or solid state (rain, drizzle, snow, snow hails, snow grains, freezing rain, hail and snow needles) falling onto the earth from all types of clouds, that is vertical precipitations.
2. A burglary means appropriation of the insured item by a third person if the offender acquired the item as follows:
 - (a) accessed the insured place demonstrably using a tool or equipment that is not intended for normal opening or using another destructive method,
 - (b) accessed the insured place using the key intended for normal opening which was demonstrably stolen by burglary or robbery,
 - (c) accessed the safety deposit box or depository, the contents of which is insured by demonstrably using a tool or equipment that is not intended for normal opening or using the key intended for normal opening which was demonstrably stolen by burglary or robbery; and at the same time accessed the place where the safety deposit box or depository is located as described in letter (a) or (b) of this point,
 - (d) accessed the insured place other than as described in letter (a) or (b) of this point leaving shoeprint traces proving their unauthorized presence or there is other evidence (e.g. camera recording) confirming the intrusion and presence of the offender.A burglary relates to damage or destruction of the insured item and insured mechanical barriers intended for protection against theft related to an act or an attempted act regardless of whether the insured items were or were not stolen during the burglary.
3. A robbery means the seizing an item by an offender:
 - (a) using violence or threat of imminent violence against the insured person, their employee or authorized person or a person authorized by the insured person,
 - (b) making use of reduced resistance of the insured person, an employee of the insured person or their authorized person or due to their physical weakening after an accident (not causally linked to conscious alcohol, drug or medicine abuse) or due to other cause beyond the liability of the insured person or the authorized person; the persons authorized by the insured person mean persons to whom the insured person entrusted the insured item, persons instructed to take care of the transported items or persons instructed to guard.A robbery relates to damage or destruction of the insured item and insured mechanical barriers intended for protection against theft related to an act or an attempted act regardless of the fact, whether the insured items were or were not stolen during the robbery.
4. Consequent physical damage is physical damage to the insured item giving rise to the entitlement of the insured person to benefits as a direct consequence of physical damage to the insured item or a part of the insured item or other part of the damaged insured item.
5. An authorized person is an employee of the insured person over 18, with integrity, capable of legal acts, in good condition, fully physically and mentally capable to carry out the assigned activities.
6. Structures on watercourses are for example bridges, culverts, reservoirs, dams and other structures which form the structure of the flow profile or affect the profile.
7. Depositories are spaces bounded by a special construction providing maximum available security for items stored inside against being damaged or destroyed. These Special Insurance Terms prescribe double-cover fireproof depositories with an insulation core.
8. Vandalism means intentional damage or intentional destruction of the publicly accessible insured item or the insured item located in an area immediately bordering a publicly accessible place, done by a third person (offender). Vandalism does not cover damages caused inside buildings or structures and damages of an aesthetic nature (painting, spraying, sticking, engraving, etc.) not impacting the functionality of the insured item.

9. Items of personal needs of the insured person's employees are items that are usually brought to work or that the insured person's employee put away to a place where those items are normally put when carrying out their duties or related thereto and that place is located within the insured place. This insurance does not cover items listed in these Special Insurance Terms in Art. 2(4)(a) to (f) and (h).
10. Water supply facilities are:
 - (a) water supply or sewage pipes, heating, air conditioning, solar or fire extinguishing systems firmly built-in inside the building or structure including connected sanitary installations, fittings or equipment connected to these systems,
 - (b) internal pipelines for the removal of atmospheric precipitation,
 - (c) tanks with capacity exceeding 50 litres that are not part of the above systems.

Article 10 Final Provisions

1. The Special Insurance Terms are an integral part of the insurance policy and unless explicitly prohibited in the Special Insurance Terms, the parties may derogate from their provisions in the insurance policy.
2. The provisions of these Special Insurance Terms related to the insured person also apply to the policy holder (if the policy holder is not the insured person) and/or another authorized person.
3. These Special Insurance Terms shall enter into force as of 2nd April 2018.