

Supplementary terms and conditions for insurance of transport of movable property and stock of sole traders and small-sized enterprises

Article 1 Introductory provisions

1. These DPP-SME for insurance of transport of movable property and stock (hereinafter referred to as the "DPP-SME-PR") supplement the provisions of the VPP-SME, the OPP-SME-HV and form an integral part of the insurance policy.
2. The insurance of transport of movable property and stock (hereinafter referred to as the "insurance") shall be governed by the applicable provisions of the Civil Code, the VPP-SME, OPP-SME-HV, these DPP-SME-PR and by the insurance policy.

Article 2 Subject of the insurance

By way of derogation from Art. 2 of the OPP-SME-HV:

1. The subject matter of the insurance is any movable property and stock inclusive any commonly used packaging materials (hereinafter only referred to as the "cargo") which serves for the operation activity of the insured and:
 - (a) is in the ownership or co-ownership of the insured, or
 - (b) is lawfully used by the insured,
 - (c) that have been taken over by the insured under a written agreement, order, or job order for the purpose of provision of services being the authorized business activity of the insured,whereas the cargo is being transported by a vehicle driven by the insured or by a person authorized by the insured carrying out the transport on behalf and on the account of the insured and the vehicle is owned or co-owned by the insured or in the exclusive use of the insured.
2. When arranging for this insurance the subject matter of this insurance shall also include the costs (funds) incurred by the insured with the temporary storage and/or the procurement of the alternative transport of the insured cargo if the vehicle carrying out the transport has broken down due to a traffic accident during the transport of the insured cargo.

Unless otherwise stated in the insurance policy, the annual aggregate insurance claim payment limit for the costs under this paragraph is in the amount of 10% of the insurance claim payment limit of the insured cargo indicated in the insurance policy; however, in the maximum amount of EUR 500.00. This limit is arranged beyond the insurance claim payment limit determined for the insured cargo.

3. The subject of the insurance is also the "Supplementary subjects of the insurance":
 - (a) Costs of the cleaning of the place of insured event after the insured event suffered by the cargo (cleaning costs) - cleaning of the place of the insurance including removal of debris and other residues from the cargo to the nearest landfill and their storage or destruction, up to the amount of EUR 2,000.
 - (b) Loading/unloading of the transported goods - damage or destruction of the cargo when loading or unloading onto/from the vehicle, up to the amount of EUR 2,000.
 - (c) Other "Supplementary subject of the insurance", if specified in the insurance policy.

4. With regard to the "Supplementary subjects of the insurance" according to para. 3 of this Article, the insurance policy may stipulate insurance claim payment limits higher than those referred to in par. 3 this Article.
5. The insurance shall not apply to shipments transported pursuant to any contract of carriage concluded with the carrier or contract of dispatch.
6. The insurance shall not apply to any cargo which has been damaged or destroyed prior to the loading into the vehicle.
7. Unless otherwise stated in the insurance policy, this insurance shall not cover any:
 - (a) cash, stamps and vouchers and valuables,
 - (b) military equipment and technology,
 - (c) dangerous and harmful materials (explosives, poisons, etc.),
 - (d) live animals,
 - (e) objects of artistic, cultural, historical and collector value and collections thereof,
 - (f) vehicle carrying out the transport,
 - (g) personal things of persons carrying out transport.

Article 3 Insured risks

1. By way of derogation from Art. 3, OPP-SME-HV, a contingency means is any damage, destruction or loss of the insured cargo caused by:
 - (a) a traffic accident investigated by the police having jurisdiction for the place where the insured event occurred;
 - (b) theft by breaking and entering into the vehicle including any damage to the cargo in direct connection with the breaking and entering into the vehicle,
 - (c) vehicle theft,
 - (d) theft in direct connection with the traffic accident of the vehicle,
 - (e) robbery.
2. The contingency may also be any event other than that referred to in paragraph 1 of this Article, referred to in Art. 3 of the OPP - SME - HV.
3. The insurance shall not cover any damage caused:
 - (a) by inadequate style of driving or as a result of bad technical condition of the vehicle unless these facts have led to the traffic accident,
 - (b) by driving in gross violation with the road traffic regulations,
 - (c) by driving the vehicle by a person not having a required authorization for driving a vehicle and the insured indicated in the insurance policy has authorized this person to drive the vehicle,
 - (d) by inadequate or improper storage of the cargo in the vehicle or by inadequate or insufficient securing of the cargo against spontaneous motion caused by dynamic effects of the transport,
 - (e) by natural features of the cargo, in particular, by internal defect or perdition, regulated reduction, rust, oxidation, mould, humidity, break, deformation, surface damage, spontaneous ignition, smell catching, unless proved that the indicated effect has been the direct consequence of the insured risk,
 - (f) by atmospheric conditions (frost, snow, heat, rain) and animal pest unless proved that the indicated effect has been the direct consequence of the insured risk agreed upon in the insurance policy,
 - (g) by missing or insufficient packaging or by packaging already damaged prior to the transport,

- (h) by theft, embezzlement or any other criminal act against the cargo committed by the person carrying out the transport,
- (i) by delayed transport, failure to meet the delivery date, by interest losses, exchange rate losses and other financial losses,
- (j) to cargo where the cargo requires any protection facility against the effects of heat, cold, temperature fluctuation or atmospheric humidity and the vehicle has not been equipped therewith or the damage has occurred due to malfunction of such facility caused otherwise than by a traffic accident or natural hazard.

Article 4

Territorial scope and the place of insurance

1. The place of insurance is the territory of the Slovak Republic, the Czech Republic, Hungary, Austria, and Poland, unless otherwise specified in the insurance policy.
2. If stipulated by the insurance policy, the place of insurance may also be the territory of the states:
 - (a) of the EU; or
 - (b) Europe.

Article 5

Insurance claim payment limit

1. In accordance with Art. 5, para. 7 of the OPP-SME-HV, this insurance is arranged with the insurance claim payment limit which is determined by and for which the policyholder is responsible.

Article 6

Insurance claim payment

1. The insured event is any damage, destruction, loss or theft of the insured cargo or any part thereof as a result of accidental damaging event caused by an insured risk arranged for in the insurance policy and that has occurred during the transport of the cargo.
2. The time of the transport of the cargo is time-limited by the moment of loading the cargo into a vehicle and by the moment of unloading the goods from the vehicle. The time of the transport of the cargo includes rest periods in accordance with the law, breaks necessary for personal hygiene, meals, and refill of driving fuels.
3. If, as a result of an insured event, the following occurs:
 - (a) the destruction, loss or theft of the cargo, then the insurer shall provide the insurance claim payment in an amount corresponding to the costs incurred for the re-acquisition of the cargo, however, up to the maximum amount of the time value of the insured cargo at the time imminently prior to the occurrence of the insured event,
 - (b) damage to the cargo, then the insurer shall provide the insurance claim payment in the amount of reasonably and efficiently incurred costs necessary for the repair of the cargo which are usual at the place and at the time of occurrence of the insured event.

Should the total costs under the point (b) exceed the time value of the insured cargo at the time imminently prior to the occurrence of the insured event the insured thing shall be deemed to have been destroyed and the procedure under the point (a) of this paragraph shall be observed.

Time value is the new value reduced by the amount corresponding to the degree of wear and tear of the thing or other depreciation of the thing.

4. In case of an insured event as a result of theft of the cargo the amount of the insurance claim payment shall be limited by the cargo security measures against theft at the time of the occurrence of the insured event pursuant to the supplementary insurance terms and conditions for cargo security, unless otherwise stated in the insurance policy.

Article 7

Security measures for the insured property

1. The claim for insurance claim payment in case of theft, robbery or vandalism arises if the subject of the insurance was at the time of the insured event's occurrence secured in accordance with the security measures for cargo against theft at the time of the insured event's occurrence in accordance with the following insurance conditions for securing the transported cargo.
2. The insurance claim payment limits in the event of theft of cargo by breaking and entering into the vehicle, theft of vehicle and robbery of the vehicle cargo under permanent surveillance:

Types of security measures for vehicle and cargo	Methods of parking the vehicle used for transport		
	without surveillance	secured area	under permanent surveillance
basic	Up to EUR 2 500	Up to EUR 5 000	Up to EUR 15 000
advanced	Up to EUR 10 000	Up to EUR 15 000	Up to EUR 45 000
advanced + EPS			Up to EUR 45 000

3. The insurance claim payment limits in the event of robbery during transport:

The insurance claim payment limits	Methods of transport and qualification of persons carrying out the transport
Up to EUR 5 000	transport carried out by a qualified person
Up to EUR 10 000	transport carried out by a qualified person carrying a self-defence spray or an electroshock weapon
Up to EUR 30 000	transport carried out by a minimum of 2 qualified persons of which at least one carries a self-defence spray or an electroshock weapon
Up to EUR 45 000	transport carried out by a minimum of 2 qualified persons of which at least one carries a firearm ready for self-defence

4. Methods and level of security with the insurance claim payment limits higher than those specified in these DPP-SME-PR or any other methods and level of security may be individually agreed in the insurance policy.

Article 8

Obligations of the insured

1. In addition to the obligations provided for by legal regulations and documents indicated in Article 1 para. 1 of these DPP-SME-PR, the insured shall:
 - (a) maintain the vehicle in proper technical condition,
 - (b) observe the maximum allowed weight and maximum loading of the axles of the vehicle,
 - (c) entrust the driving of the vehicle only with persons having the relevant authorization and being qualified therefor,
 - (d) carry out the transport immediately after having loaded the cargo into the vehicle via the nearest suitable route to the place of destination unless prevented by serious circumstances that are beyond the control of the person carrying out the transport.

Article 9

Interpretation of defined terms

1. **Traffic accident** for the purpose of this insurance means a crash or collision whereas the crash is a clash of a vehicle with an immovable barrier (e.g. wall, a stationary vehicle) and collision is a clash of a vehicle with a moving object (e.g. automobile, man, animal).
 2. **Europe** (for the extension of territorial coverage) means the territory of the following states: Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Cyprus, Czech Republic, Montenegro, Denmark, Estonia, Finland, France, Greece, Netherlands, Croatia, Iran, Ireland, Iceland, Israel, Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Malta, Monaco, Moldova, Former Federal Republic of Macedonia, Germany, Norway, Portugal, Poland, Austria, Romania, Republic of Russia (only the geographical part of Europe), San Marino, Slovak Republic, Slovenia, United Kingdom and Northern Ireland, Serbia, Spain, Switzerland, Sweden, Italy, Vatican, Ukraine.
 3. **European Union (EU)** for the purposes of extending the territorial coverage, shall mean the territory of the states of the European Union and the states of Andorra, Liechtenstein, Monaco, San Marino, Switzerland, and the Vatican.
 4. **Theft by breaking and entering** a vehicle means unlawful seizure of cargo by an offender after having entered a vehicle by opening it with a tool or equipment which has not been designed for opening a vehicle or in any other provably violent manner.
 5. **Motor vehicle theft** means any unlawful seizure of a vehicle by an offender after having overcome barriers and mechanisms preventing entry into and driving of the vehicle by unauthorized persons.
 6. **Robbery** means seizure of the insured cargo by an offender while using violence or threat of imminent violence against a person carrying out the transport or taking advantage of the psychological condition of the person carrying out the transport following an accident or as a result of any other reason for which such person may not be held liable. This, however, shall not apply to physical condition of the person carrying out the transport caused by intentional consumption of alcohol, drugs, or abuse of medical drugs.
 7. **Regulated reduction** means the difference between the weight declared in the business invoice and the weight measured when unloading at the place of destination which has occurred during the transport of the insured cargo in bulk or of liquid substances due to their natural features.
 8. **Commonly used packaging materials** means pallets, crates, boxes, sacks, foils, etc.
 9. **Damage to cargo** means change in the condition of things constituting the cargo that may be objectively removed by repair or modification or such a condition that may not be objectively modified by repair, nonetheless, these things may be used for designed purpose thereof even if their value has been decreased.
 10. **Security measures** for vehicle and cargo:
 - (a1) **basic**, with regard to theft of cargo by breaking and entering a vehicle the following shall apply:
 - (i) all windows and the folding roof of the vehicle, if any, are properly closed, and
 - (ii) the doors and the storage compartment of the vehicle are locked with functional locks,
 - (iii) the cargo is kept in a properly locked storage compartment of the vehicle or in the transit compartment of a pick-up truck, lorry, or a trailer,
 - (iv) where the cargo is stored under a canvas, the canvas must be secured against entering by a steel rope with its ends locked in a manner not allowing any entering under the canvas without damaging the lock system, steel rope or the canvas,
 - (a2) **basic**, with regard to theft of vehicle the following shall apply:
 - (i) the vehicle is equipped with a functional and activated immobilizer or with a functional mechanical security device firmly affixed to the vehicle (e.g. Construct, Mul-T-Lock) and is properly locked and, at the same time,
 - (ii) the vehicle is secured to the extent of points (a) (i) and (a) (ii),
 - (b1) **advanced**, to which the extent of security measures under points (a) and (b) shall apply and, at the same time, the vehicle is equipped with a functioning and activated alarm with a local alarm signalling siren; the same shall apply also to the storage compartment area in case of a firm superstructure,
 - (c) **advanced + EPS**, to which the extent of security measures under point (b) shall apply and, in addition, the vehicle is equipped with a functioning and activated electronic positioning system on the basis of GPS (hereinafter as the "EPS"); the EPS must be supported by the control centre with a 24-hour operation and vehicle location service.
11. **Methods of parking** the vehicle:
 - (a) **without surveillance**, to which it shall apply that the vehicle is parked for a necessary time within the time between 6am and 10pm at the place designed for parking within a municipality or at a parking lot designated by relevant traffic sign outside the municipality,
 - (b) **within a secured area**, to which it shall apply that the vehicle is parked:
 - (i) within an area enclosed by a functional fencing with a minimum height of 180 centimetres and with locked entrance gateways,
 - (ii) in a locked garage preventing access to unauthorized persons,
 - (iii) in a parking lot the entire area of which is under a permanent camera surveillance with footage archiving of at least 7 days; the monitoring during night hours must be carried out with a scotopic vision function,
 - (iv) in a parking lot under permanent surveillance of an employee designated to control the vehicles driving in and out of the parking lot.
 - (c) **under permanent surveillance**, to which it shall apply that the vehicle is parked:
 - (i) and there is non-stop a person present who is able to intervene in order to protect the cargo and the vehicle by which the transport is being carried out,
 - (ii) and is non-stop guarded by a person present in the imminent proximity to the vehicle; the person is able to intervene in order to protect the cargo and the vehicle by which the transport is being carried out,
 - (iii) in the area enclosed by a functional fencing with a minimum height of 180 cm and with locked entrance gateways while the area is being non-stop guarded by security personnel.
 12. **Loss of cargo** means a situation when as a result of an insured event the things being transported constituting the cargo of the vehicle have abandoned the storage compartment of the vehicle and due to their nature (e.g. liquid or loose cargo) or due to the situation in the place of the insured event (e.g. fall into a watercourse, the cargo dispersed in a great area) could not be put back into transit.
 13. **Personal things of persons carrying out the transport** are things that are usually brought to work. This insurance shall not cover the things indicated under the article 7 point 3 in points (a) to (e) of these DPP-SME-PR.
 14. **Vehicle** carrying out the transport means a road motor vehicle including any trailer/trailers of which records are kept in accordance with the generally binding legal regulations.
 15. **Destruction of cargo** means change in condition of the things constituting the cargo that may be objectively removed only by repair the price of which would exceed the time value of the thing or such damage as a result of which the thing may not be used anymore for its designed purpose.

Article 10

Closing provisions

1. These DPP-SME-PR form an integral part of the insurance policy and the contracting parties may, by way of derogation, adapt provisions thereof by agreement in the insurance policy.
2. The provisions of these DPP-SME-PR relating to the insured shall also apply to the policyholder (if the policyholder is a person other than the insured) and/or to any entitled person.
3. These DPP-SME-PR shall enter into force on 20.07.2022.