

# General Insurance Terms and Conditions of the Property and Liability Insurance

## Article 1

### Introductory provisions

1. The insurance is governed by the relevant provisions of the Civil Code, the insurance policy, the special terms and conditions and the relevant insurance terms and conditions under paragraph 2 of this Article.
2. In addition to these General Insurance Terms and Conditions of the Property and Liability Insurance (hereinafter referred to as the "VPP-MZ"), the insurance terms and conditions may be regulated by the Special Insurance Terms and Conditions (hereinafter referred to as the "OPP"), the Complementary Insurance Terms and Conditions (hereinafter referred to as the "DPP"), the Special Terms and Conditions (hereinafter referred to as the "OD").
3. The OPP and the DPP specify the insurance terms and conditions for specific types of insurance (e.g. property insurance), subjects of insurance (e.g. buildings insurance) or a selected client segment (e.g. entrepreneurs), or their combinations. The above is taken into account in their content and reference of the applicable OPP and the DPP (e.g., "OPP-SME-B").
4. If any provision of the VPP-MZ is in direct conflict with any provision of the OD, the OPP or the DPP, the provision of the OD, the OPP and the DPP shall take precedence. If the provisions of the VPP-MZ do not differ from the provisions of the OD, the OPP and the DPP in the same matter, the provisions of all shall apply. The same shall apply to the provisions of the insurance policy, the the OD, the DPP, the OPP and these VPP-MZ, where the precedence of the document provisions shall be in the same order in which the documents are listed. In order to avoid any doubts, the provisions of the insurance policy and the OD shall take precedence over the provisions of the DPP, the OPP and VPP-MZ.
2. In addition, the insurance does not cover damage or costs of any kind caused by or in a causal connection with:
  - (a) a wilful act, wilful omission, or conscious negligence of the policyholder, the insured or another person acting at their initiative or direction, their close person, the entitled person, the authorized person, or the person living with the insured,
  - (b) a defect or deficiency present on the insured item at the time of concluding the insurance policy, and which should or could have been known to the policyholder or the insured, regardless of whether they were known to the insurer.
3. The insurance also does not cover damage or costs of any kind caused by or in a causal connection with:
  - (a) effects of nuclear energy, ionizing radiation, radioactive contamination,
  - (b) magnetic or electromagnetic fields and their radiation,
  - (c) pollution, contamination, including seepage, contamination of soil, water, including groundwater, air, or the environment, unless they were caused in direct connection with the insured event, which is associated with the insurer's obligation to provide insurance indemnity,
  - (d) loss, damage, destruction, malfunction, erasure, distortion or modification of electronic data or software for any reason (including, but not limited to, computer viruses, malware, hacker attacks) or reducing/limiting the functionality, usability, or price for these reasons,
  - (e) loss or reduction of historical, cultural, artistic, or collectible value,
  - (f) net financial losses.

## Article 2

### Subject of insurance, insurance risk

1. The subject of insurance is specified in the OPP or in the insurance policy, or, where applicable, in the DPP. The insurance shall only apply to the subjects of insurance specified in the insurance policy.
2. Insurance risk includes a possible cause of damage to the subject of insurance. Insurance risks are specified in the OPP, the DPP or the insurance policy.

## Article 3

### General insurance exclusions

1. The insurance does not cover damage or costs of any kind caused by or in a causal connection with:
  - (a) a terrorist act,
  - (b) a result of acts of war, regardless of whether war is declared, an act of foreign hostility, civil war,
  - (c) the declaration of a state of emergency, revolution, uprising, rebellion, coup d'état, military coup, seizure, requisition for military purposes,
  - (d) demonstration, internal unrest, strike, work lock-out,
  - (e) repressive interventions by state authorities or public administration,
  - (f) any decision of a state body, local authority, court decision or other official measures taken for purposes other than to prevent the occurrence or reduction of the scope of the insured event,

## Article 4

### Start, term, changes, and termination of insurance

1. The insurance starts at the moment defined in the insurance policy as the start date and time of the insurance, but not earlier than at the time of the conclusion of the insurance policy.
2. The insurance policy is concluded upon the payment of the first annual premium, or the first premium instalment in the amount and within the period specified in the draft insurance policy. The premium is considered paid when the premium is credited to the insurer's account specified in the draft insurance policy. If the policyholder pays the premium within the period and in the amount specified in the draft insurance policy, the insurance also covers the period from the date specified in the draft insurance policy as the commencement of the insurance.
3. The insurance is arranged for the insurance period, being understood as the period for which the insurance policy is concluded. It is defined by the commencement date of the insurance and, in the case of fixed-term insurance, also by the date of its termination. The insurance is arranged for an indefinite period of time, unless otherwise stated in the insurance policy.
4. Unless otherwise stated in the insurance policy, in the case of insurance:
  - (a) for an indefinite period, the insurance period is one technical or calendar year (1 insurance year, i.e., 365 consecutive calendar days, or 366 days in a leap year),
  - (b) for a fixed period of less than a year, the term of insurance and the insurance period are identical.

The technical year begins at midnight on the day specified in the insurance policy as the commencement of the insurance and ends in the last hour of the day preceding the anniversary date of the commencement.

The calendar year begins at midnight on the first day of the calendar year specified in the insurance policy as the commencement of the insurance and ends in the last hour of the calendar year preceding the date of the new calendar year.

5. The provisions of the insurance policy may only be amended by a written agreement of the parties, the policyholder, and the insurer. The same rules shall apply to the conclusion of such an agreement as for the conclusion of the insurance policy.
6. Any amendment to the insurance policy shall mean no change in the start or end of the insurance period agreed in the insurance policy, unless otherwise agreed.
7. The insurance is terminated as follows:
  - (a) upon the expiry of the insurance period agreed in the insurance policy for a fixed-term insurance,
  - (b) by a written termination notice:
    - (ba) of the insurer or the policyholder made within two months from the date of conclusion of the insurance policy,
    - (bb) of the insurer or the policyholder made within one month from the date of provision of the insurance indemnity or reduction in the insurance indemnity,
    - (bc) of the policyholder made within one month from the date of delivery of the insurer's decision that, according to the relevant provisions of these VPP-MZ, the OD, the OPP, the DPP and the insurance policy the insurer has not been required to provide the insured or the injured party with insurance indemnity,
    - (bd) of the policyholder made within one month from the date of delivery of the notification on unilateral change in premium made by the insurer.

The notice period shall be eight days and shall start at 0:00am on the day following the delivery date of the termination notice to the other party; the insurance shall terminate upon the expiry of the notice period, and the insurer shall have the right to the insurance premium proportionate to the term of the insurance.

- (c) by a written notice of the insurer or policyholder at the end of the insurance period if the notice is delivered to the other party no later than six weeks before the end of the insurance period.
- (d) by a written agreement made between the policyholder and the insurer,
- (e) by a withdrawal of the insurer from the insurance policy in the event of an intentional breach of the policyholder's or the insured person's obligation to answer truthfully and completely all written questions of the insurer concerning the insurance arrangement, where the insurer would not have concluded the insurance policy had the questions been answered truthfully and completely; the insurer may exercise this right within three months after learning of this fact, otherwise it shall expire; in this case, the insurance expires from the start and the parties to the insurance shall be required to return to each other any performances provided to each other until the exercise of the insurer's right to withdraw from the insurance policy,
- (f) by refusing to provide the indemnity where the insurer only after the insured event learns that it was caused by a fact that the insurer was not able to find out when arranging the insurance due to intentionally false and incomplete answers which were crucial for the conclusion of the insurance policy; upon such refusal to provide the indemnity the insurance shall be terminated,
- (g) as a result of non-payment of the premium, if the premium is for:
  - (ga) the first insurance period or a one-off premium has not been paid within three months following its due date,

- (gb) the next insurance period has not been paid for within one month from the date of delivery of the insurer's request for payment, unless the premium is paid before the delivery of this request. The insurer's request must include a notice that the insurance would expire if the premium is not paid.

The insurer is obliged to deliver the request within one month of the due date of the premium. If this request is not delivered, the insurance shall expire, unless the premium has been paid within three months of its due date.

The same shall apply even if only a part of the premium has been paid, and the insurer is entitled to the insurance premium proportionate to the term of the insurance.

- (h) by termination of the insured person's activity:
  - (ha) with regard to legal entities entered into the register under a generally binding legal regulation, upon removal from this register,
  - (hb) with regard to legal entities not entered into the register under a the generally binding legal regulation, upon the date of dissolution of the legal entity by the founder,
  - (hc) with regard to natural persons - entrepreneurs entered into the register under a generally binding legal regulation, upon removal from this register,
  - (hd) with regard to natural persons - entrepreneurs not registered with the register according to the law, upon the date of termination of their business licence,
- (i) if the reason for further insurance ceases to exist, i.e., if the insured item ceases to exist, e.g., after its complete destruction (total damage), or theft, or by official demolition permit concerning the building, on the day of its demolition, but no later than on the day specified in the official demolition permit,
- (j) upon change of the owner of the insured item as well as upon change of the administration or use of an item of another party; in the case of insurance of a set of items, the insurance expires only in relation to the item which ceased to be a part of the insured set of items; the provision of Article 5, paragraph 9 of these VPP-MZ shall not be affected by this provision.

Other reasons for the termination of the insurance set by generally binding legal regulations are not affected by the provisions of this Article.

8. If the spouses' joint ownership ceases to exist:
  - a) upon death or declaration of the death of the spouse who concluded the insurance policy, the surviving spouse shall assume the insurance instead, if he/she continues to be the owner or co-owner of the insured items,
  - b) upon divorce or if, at the request of one of the spouses, the joint ownership has been annulled by a court, the insurance rights and obligations shall be transferred on to the spouse who becomes the owner of the insured items after the joint ownership has been settled.
9. If the policyholder dies:
  - a) who is not the owner of the insured items, the rights and obligations of the policyholder shall be transferred on to the insured,
  - b) who is the owner of the insured items, the heir of the insured items assumes the rights and obligations on the basis of a valid court decision to terminate the inheritance proceedings.
10. In the event of the dissolution of a legal entity that is the policyholder, the rights and obligations of the policyholder arising from the insurance policy shall be transferred on to the insured, unless otherwise stated in the insurance policy.

## **Article 5 Insurance premium**

1. The insurance premium is a contractually agreed price for the insurance protection provided by the insurer in the scope agreed in the insurance policy. The insurance premium shall be

determined by the insurer. The policyholder pays the insurance premium in the amount and within the due dates agreed in the insurance policy. The amount, due date and instalment of the premium, in the case of premium paid in the form of instalments, must be stated in the insurance policy or premium statement determined by the insurer.

2. The part of the term of insurance for which the premium is paid is called an insurance period.
3. If, during the insurance period, there is a change of the facts used to determine the insurance premium, the insurer is entitled to change the amount of the insurance premium as of the date of the change, including back to the date of this change.
4. The insurer is entitled to the premium for the period defined by the commencement and termination of the insurance. If the insurance expires before the end of the insurance period for which the premium was paid, the insurer is obliged to return the remaining part of the premium paid. If an insured event occurs and the reason for further insurance thus ceases to exist (e.g., theft, destruction of the insured item, etc.), the insurer is entitled to the premium until the end of the insurance period in which the insured event occurred.
5. The insurance premium is paid on time if credited to the bank account of the insurer in the correct amount on the due date at the latest, and if the variable symbol assigned by the insurer is entered correctly.
6. Payment of the insurance premium in half-year or quarterly instalments may be agreed in the insurance policy. If the payment of the insurance premium was agreed in instalments in the insurance policy, then non-payment of an instalment means that the insurance premium for the entire insurance period is due in full after 15 days from the date of delivery of a written notice from the insurer to the policyholder of exercising this right if the insurer exercises the right before the due date of the following instalment of the insurance premium.
7. The policyholder is obliged to pay the premium in the manner agreed in the insurance policy. The premium for the first insurance period, or the first instalment of the premium shall be due within 15 days of the date of commencement of the insurance specified in the draft insurance policy. The due dates of individual premium instalments are specified in the draft insurance policy. It may be expressly agreed in the insurance policy that the premium must be paid directly by the insured person, in which case all the provisions of this article of the VPP-MZ relating to the policyholder shall apply mutatis mutandis to the insured.
8. The frequency of premium payment (annually, semi-annually, quarterly) can always be changed on the anniversary date of the insurance policy by a written request delivered to the insurer from the policyholder no later than 15 days before the anniversary date (the date matching the day and month of the commencement date of insurance). A change in the frequency of premium payment may affect the amount of premium.
9. If the policyholder is in arrears with the payment of the insurance premium, the insurer is entitled to:
  - a) require default interest from the insurance premium for each day of delay under generally binding legal regulations,
  - b) compensation for costs associated with the delivery of documents related to the payment of due insurance premium,
  - c) deduct the due insurance premium from the insurance indemnity, including the default interest.
10. The Insurer is entitled to unilaterally change the amount of premium agreed in the insurance policy at any time in the event of an amendment of generally binding legal regulations, if this amendment of generally binding legal regulations has a direct impact on the insurer's costs agreed under these VPP-MZ.

## **Article 6**

### **Insurance indemnity**

1. Insurance indemnity is a monetary indemnity provided by the insurer to the insured in the case of property insurance and in the case of liability insurance for damage to the injured party, for an insured event giving rise to a right to indemnity under the terms of the insurance policy.
2. The insurer will provide the indemnity in the currency valid in the Slovak Republic. When converting a foreign currency to the currency valid in the Slovak Republic, the exchange rate of the European Central Bank applicable as of the date of the insured event will be applied.
3. The remains of the damaged or destroyed insured item remain the property of the insured in the case of property insurance and the property of the injured party in the case of liability insurance.
4. The amount of the indemnity provided shall be reduced by the value of the remains (taking into account the possibility of their resale).
5. The indemnity is payable within 15 days after the end of an investigation by the insurer needed to determine the scope of the obligations of the insurer to provide the indemnity and the amount thereof.
6. The insurer makes an advance payment of indemnity to the insured person, in the case of property insurance, or to the injured party, in the case of liability insurance, within 15 days from the day on which the ongoing investigation of the insurer determines that it is an insured event, and the insured person is entitled to indemnity. The maximum advance payment of indemnity is 20% of the preliminary indemnity amount.

If, during further course of investigation or after its completion, it is found that the insured person was not entitled to the indemnity or the amount of the advance payment of indemnity exceeds the total indemnity, the insured person is obliged to return the provided indemnity, or the part thereof to which they are not entitled, to the insurer.
7. If the insured person causes an increase in investigation costs to the insurer because any decisive facts must be re-ascertained, or if, because of delayed notification of the insured event, the insured person causes the insurer not to be able to provide the indemnity in time, the insurer is entitled to claim compensation for such costs.
8. The insurer is entitled to:
  - (a) deduct an amount corresponding to outstanding insurance premium and other claims of the insurer from the indemnity,
  - (b) reduce the indemnity accordingly if the insurer has determined lower premium on the basis of false or incomplete information intentionally provided by the policyholder when arranging the insurance,
  - (c) reduce the indemnity by a reasonable amount for an intentional breach of obligations provided for in these VPP-MZ, the OPP, the DPP, the OD and the insurance policy, if it significantly contributed to the insured event or increase in the extent of the consequences of the insured event, according to the extent to which this breach of obligations affected the scope of the insurer's obligation to provide the indemnity,
  - (d) to refuse to provide the indemnity if the insured misleads the insurer about the material circumstances concerning the cause of the claim for the indemnity and/or the amount of the indemnity.
9. If, due to late notification of the damage-causing event, the insurer is not able to determine objectively the cause of the damage and/or its scope, the insurer is entitled to refuse the indemnity or decrease the amount of the indemnity by the part of the damage that could not be documented.
10. If, at the time of the insured event or after the end of the investigation of the insured event needed to determine the

insurer's obligation to provide the indemnity, the insured person specified in the insurance policy dies, the insurer shall pay the indemnity to the person designated in inheritance proceedings.

## Article 7

### Franchise

1. A franchise is the value agreed in the insurance policy or specified in the relevant insurance terms and conditions, up to the amount which the insurer does not provide insurance indemnity for an individual insured event. A franchise can be expressed as a fixed financial amount, a percentage, a period, or a combination thereof.
2. The insurer will not provide the indemnity if the total amount of the calculated indemnity (that is the indemnity before deducting the franchise) does not exceed the agreed franchise. If the total amount of the calculated indemnity (that is the indemnity before deducting the franchise) exceeds the agreed franchise, the insurer shall provide the indemnity without deducting the franchise.
3. In the case of a franchise expressed by a period of time, the insurer will provide the indemnity only if the duration of the damage-causing event exceeds this period of time and without deducting the franchise.

## Article 8

### Rescue costs

1. Rescue costs are reasonable and expedient costs incurred by the policyholder or the insured:
  - (a) to avert an imminent insured event,
  - (b) to mitigate the consequences of an insured event,
  - (c) as a result of a legal obligation for hygiene, safety, environmental or public interest reasons, to dispose of the insured item or its remains, damaged or destroyed by an insured event,
  - (d) for transport related to the repair of the item damaged by the insured event to the nearest suitable repair shop; these costs are paid by the insurer when transporting the item in the territory of the Slovak Republic, unless otherwise agreed in the insurance policy.

The sum of the indemnity provided and the reimbursement of costs pursuant to points (a) to (d) may not exceed the sum insured or the limit of the indemnity of the insured item to which these costs relate. Costs referred to in points (a) and (b) shall also include unsuccessful measures if they were appropriate to the circumstances.

2. The insurer shall reimburse reasonable and expedient costs incurred by the insured and/or the policyholder, with prior written consent, in order to determine the cause and extent of the damage to the insured property affected by the insured event up to an amount of 3% of the sum insured or the limit of the insurance indemnity of the subject of insurance affected by the insured event. The sum of such costs, the rescue costs and the indemnity provided may not exceed the sum insured or the limit of the indemnity of the insured item to which these costs relate.
3. The insurer shall not be obliged to reimburse the costs referred to in paragraph 1 of this Article incurred by the fire and rescue service, the police or other entities obliged to intervene in the public interest on the basis of legal regulations.
4. The insurer shall always be obliged to fully reimburse the costs incurred at his direction, even above the agreed sum insured or the limit of indemnity agreed for the insured item.

## Article 9

### Expert Assessment

1. If there are disputes about the cause or extent of the damage or about the indemnity amount, the insurer and the insured person may agree that they will be set by expert assessment. The expert assessment may be extended to other circumstances and facts giving rise to the right to be provided the indemnity.
2. Principles of expert assessment:
  - (a) each party appoints one expert and immediately informs the other party in writing; it is possible to object to the expert of the other party only until the commencement of their activity,
  - (b) the appointed experts appoint a third expert, whose opinion will be decisive if the experts appointed by the parties do not agree,
  - (c) the experts appointed by the insurer and the insured person prepare their expert opinions on the disputed matters independently,
  - (d) the experts submit their expert opinions to the insured person and the insurer; if they differ, the insurer submits both of them to the expert with the decisive vote; the expert with the decisive vote decides the disputed matters and submits the decision to the insured person and the insurer,
  - (e) each party pays the cost of their expert and the cost of the expert with the decisive vote is shared by the parties equally.

If the expert opinions prepared by the experts appointed by the parties agree in favour of the insured person, the insurer reimburses the costs incurred by the insured person for the expert appointed by the insured person up to an amount of EUR 500 for one insurance period.

3. The expert assessment shall be without prejudice to the rights and obligations of the insured person and the insurer stipulated by legal regulations, these VPP-MZ, the OPP, the DPP, the OD and the insurance policy.
4. The insured person and the insurer may also agree in writing on another procedure in relation to the expert assessment under this Article of the VPP-MZ (e.g., appointment of only one expert, etc.).

## Article 10

### Obligations of the insurer, policyholder, and the insured

1. In addition to the obligations set by generally binding legal regulations, *the insurer* is obliged to:
  - (a) notify the policyholder of the insurance terms and conditions related to the arranged insurance,
  - (b) after notification of a damage-causing event, initiate an investigation without undue delay to determine the scope of its obligation to provide indemnity as well as the amount of indemnity,
  - (c) after receiving all documents and other necessary particulars, including documents prepared by a third party (e.g., expert opinion, fire brigade call-out report, etc.), documents and information needed to complete the investigation to determine the scope of the obligations of the insurer to provide indemnity and the amount of indemnity, to complete this investigation within 15 business days,
  - (d) return to the policyholder, the insured person or the injured party the original documents they have asked to be returned, unless they are a compulsory part of the insured event's file,
  - (e) allow the policyholder, the insured or the injured party to view the file of their damage-causing event or the insured event on the agreed day; based on a written request, provide the policyholder with a copy of documents from the file of the damage-causing event or the insured event, where the costs thereof are borne by the policyholder; in justified cases, the insurer is entitled to refuse access in part or in full,
  - (f) maintain the confidentiality of all facts that the insurer learns of when arranging insurance, administering insurance and investigating claims; this information may only be provided to

third parties to the extent arising from generally binding legal regulations,

- g) pay a reasonable advance payment for the costs of legal representation in the case of a claim covered by insurance if the insured requests so; legal representation is expedient considering all the circumstances and at the same time is expressly approved by the insurer.

2. In addition to the obligations set by generally binding legal regulations, *the policyholder* and *the insured* are obliged to:

- (a) answer completely and truthfully all of the insurer's written questions including e-mail communication and completing the questionnaires related to arrangement of the insurance,
- (b) allow the insurer or its authorised persons to access the insured premises and enable them to assess the insurance risk, investigate the functionality and operation of the equipment used to protect the property; further, they are obliged to submit project, fire-fighting and technical, anti-flood, accounting or other similar documentation to the insurer or its authorised persons for inspection,
- (c) without undue delay notify the insurer in writing of any change in the particulars that served as basis for concluding the insurance policy, in particular changes in the insured's operating activities, personal data, type and extent of insurance risk, insurance value of the insured property, place of insurance, equipment used to protect the insured property,
- (d) in the case of a legal entity or natural person - entrepreneur, keep accounting records of the insured property specified in the insurance policy and keep these records in such a way that they cannot be damaged, destroyed, lost or stolen together with the insured property during an insured event,
- (e) maintain the insured property in good technical condition, perform or ensure the required revisions and inspections, use it in accordance with operation and maintenance instructions and for the purpose for which it is intended by the manufacturer,
- (f) comply with the provisions of technical standards, generally binding legal regulations, the VPP-MZ, the OPP, the DPP, the OD related to the agreed insurance and the provisions of the insurance policy,
- (g) if the insured is a person other than the policyholder, then the policyholder is obliged to notify the insured of the contents of these VPP-MZ, the OPP, the DPP and the OD related to the agreed insurance and the insurance policy immediately after the conclusion of the insurance policy,
- (h) ensure that an insured event does not occur and take appropriate measures to avert it,
- (i) notify the insurer of the conclusion of other insurance covering the same property and insurance risks with another insurer, including information on the amounts of the insurance sums, indemnity limits and the business name of the insurer with whom this insurance was concluded, as well as any changes to this insurance,
- (j) the policyholder is obliged to pay the premium under Article "Insurance Premium" of these VPP-MZ.

3. In the event of a damage-causing event, *the insured* is obliged to:

- (a) without undue delay notify the insurer of the occurrence of any damage or any event with which the insured's liability for damage is or could be associated and which in the future could give rise to the insurer's obligation to provide insurance indemnity and submit this notification in writing within 5 days,
- (b) take appropriate measures to mitigate the consequences of any damage and request instructions from the insurer and follow them,
- (c) not to change the situation caused by the damage without the consent of the insurer, unless it is necessary to avert or mitigate the consequences of the damage or against general interest,
- (d) give a true explanation of the damage and the extent of its consequences, prove the origin and extent of the damage,

provide sufficient evidence of the extent and cause of the damage, for example by arranging investigations by the police or other investigative bodies, preserving replaced damaged parts, photographic or video recordings,

- (e) follow the insurer's instructions, submit documents required by the insurer and allow the insurer (or persons authorized by him) to enter the place of insurance, to inspect and investigate the causes and extent of the damage-causing event, enable possible further inspection by the insurer's employee in order to investigate the damage-causing event until its definitive conclusion,
- (f) without undue delay notify the police of any damage that has occurred under circumstances giving rise to suspicion of a criminal offence and allow the insurer access to the police investigation file,
- (g) enable the insurer to make copies of the documents submitted for the purpose of determining the circumstances decisive for the assessment of the claim for indemnity and its amount, as well as to enable the necessary investigation,
- (h) without undue delay notify the insurer upon the discovery of the insured items or remains thereof if lost or stolen during the insured event; after receiving the items or remains thereof, the insured person is obliged to refund the amount corresponding to the amount of the benefit provided, within 30 days from the day it was found; if the insured items were damaged during the period from the insured event until they were found, the repair costs of the damaged item will be paid by the insurer as in the case of the insured event, to the extent provided for in the insurance policy,
- (i) without undue delay initiate redemption or other similar proceedings of paper securities, deposit and check books, payment cards, tax stamps and other similar documents that were destroyed, lost or stolen in the insured event,
- (j) ensure against a third party the right to compensation for damage or other similar rights and claim compensation for damage against a liable party, perform all acts necessary to ensure the transfer of this right on to the insurer,
- (k) the insured may not, without the consent of the insurer, acknowledge any liability or assume any liability for any damage, conclude a court settlement or voluntarily provide any compensation for "damage", except expenses necessary to prevent the increase or decrease in any damage or expenses necessary to prevent imminent damage,
- (l) let the insurer decide on a lawyer and conduct court proceedings in all cases where costs are borne by the insurer, the costs must be expressly agreed in writing by the insurer,
- (m) without undue delay document any additional particulars and submit documents required by the insurer for the submitted complaint or claim,
- (n) preserve reliable documents (e.g., tax documents, title deed, purchase contract, expert opinion, photo documentation, budget, contract for work, etc.) on ownership or acquisition of the insured item and its properties and submit them to the insurer if requested in order to settle the insurance claim.

4. If the insured is subject to judicial or extrajudicial claims for damage related to the subject of insurance, the insured is obliged to:

- a) without undue delay notify the insurer of this fact,
- b) ensure against a third party the right to compensation for damage or other similar rights and claim compensation for damage against a liable party, and perform all acts necessary to ensure the transfer of this right on to the insurer, and if the insured violates the obligation to provide the insurer with the possibility to exercise the right passed on to it, the insurer is entitled to demand compensation from the insured up to the amount of the paid indemnity or has the right to reduce the indemnity by this amount,
- c) use all available legal means to defend against the claim; the insured will provide assistance to the insurer, fully cooperate and provide him with all information reasonably required by the

- insurer, which is a condition for the insurer's obligation to compensate the incurred damage,
- d) file an appeal, in a timely manner, against the decision of the competent authorities on compensation for damage which is in any way to their detriment, unless otherwise agreed in writing with the insurer,
  - e) if the claim for damage is not covered by this insurance, all legal expenses incurred so far by the insurer must be reimbursed to the insurer, where legal expenses must be reimbursed to the insurer even if the counterparty is obliged to pay them in accordance with a lawful and final decision.
5. Other obligations of the insured person may be specified in the OPP, the DPP, the OD or the insurance policy.
  6. The obligations pursuant to paragraphs 3 and 4 of this Article of these VPP-MZ shall also apply to the policyholder to the extent arising from the factual and legal circumstances of the settlement of the damage-causing event.

## **Article 11**

### **Consequences of breach of obligations**

1. Where the policyholder or the insured or entitled person as a result of any willful act, wilful omission or conscious negligence breaches one or more obligations set out in these VPP-MZ and/or the OPP and/or the DPP and/or the OD and/or the insurance policy and this breach materially contributes to the occurrence of an insured event or to an increase in the extent of the consequences of an insured event, the insurer is entitled to reduce the indemnity accordingly, depending on the effect of this breach on the scope of the insurer's obligation to provide the indemnity.
2. In the event that the insured fails to enable or provide the insurer with the necessary or required cooperation so that insurer can claim damages against a third party or if the consequences of such conduct of the insured become apparent only after the indemnity is provided by the insurer, in addition to the right referred to in paragraph 1 of this Article, the insurer shall also have the right to a refund of the insurance indemnity or any part thereof.
3. If damage is caused to the insurer due to a breach of any obligation or the insurer pays unreasonable costs in this regard (e.g. costs for court proceedings), the insurer shall have the right to compensation from the policyholder, who as a result of breach of obligation caused this damage or unreasonable costs.

## **Article 12**

### **Method of communication**

1. Any communication between the policyholder and/or the insured with the insurer shall be binding only if made in writing.  
Any communication made via the insurer's e-filing portal shall also be deemed to have been made in writing.
2. The parties to the insurance may use alternative means of communication (e.g. telephone, e-mail, SMS, fax) for mutual communication with the policyholder, the insured or their authorized person in connection with insurance administration, claims settlement and the offer of the insurer's products and services.  
These means are used to expedite mutual communication, but do not replace a written form of acts in cases where a written form is required by generally binding legal regulations, these VPP-MZ or the insurance policy.
3. Any request for a change in the insurance policy (change of business name, first and last name, permanent residence/ address, correspondence address, e-mail or telephone number of the policyholder/ insured, change in the frequency of payment of insurance premiums, etc.) or termination of the insurance policy must be submitted in writing in accordance with para. 1 of this Article of these VPP-MZ.

4. Notifications on any damage-causing event may be made by telephone by calling the insurer's telephone number or via e-mail to the insurer's e-mail address, which are set up for this purpose.

However, this does not relieve the insured from the obligation to also report the damage-causing event in writing within five business days in a form as set forth in para. 1 of this Article of these VPP-MZ by completing the insurer's standard form.

5. The insurer is entitled to send all documents the receipt of which does not require the signature of the policyholder, or if their paper form is not required by a generally binding regulation, these VPP-MZ, the OPP, the DPP, the OD or the insurance policy, or if their nature allows so, electronically via e-mail and/or to the electronic mailbox on the central public administration portal.
6. The policyholder and the insured (if its address is stated in the insurance policy) is obliged to report any change of the e-mail address stated in the insurance policy without undue delay, and such change is effective on the day of delivery of the notification to the insurer.
7. The obligation to send documents to the policyholder electronically is fulfilled by sending it to the e-mail address of the policyholder specified in the insurance policy or to the e-mail address notified by the policyholder under the previous paragraph.
8. The insurer is not responsible for a malfunction of the e-mail address of the policyholder and/or the insured.
7. The policyholder and/or the insured may request the insurer to cancel the delivery of documents electronically at any time, and such request must be made in writing in accordance with para. 1 of this Article of these VPP-MZ.

## **Article 13**

### **Method of handling complaints**

1. For the purposes of these VPP-MZ and/or for the purposes of the insurance policy, a complaint means a written objection of the policyholder or the insured to the performance of the insurer's insurance activities in connection with the concluded insurance policy.
2. The insurer shall deal with any complaint that:
  - (a) is lodged under paragraph 5 of this Article of these VPP-MZ,
  - (b) is duly delivered to the insurer,
  - (c) contains information about the person lodging the complaint
  - (d) contains information on the matter that the complaint relates to.
3. The insurer is entitled to ask the policyholder and the insured to provide further particulars and documents for the filed complaint.  
If the policyholder or the insured fails to provide the required particulars and documents within the specified period, the insurer shall not be able to complete the handling of the complaint and the complaint shall be resolved as unfounded.
4. The insurer is obliged to investigate the complaint and to inform the person filing the complaint on the manner of handling its requests or the reasons for its rejection within 30 days from the date of its delivery.  
If the handling of a complaint requires a longer period, it is possible to extend the time limit under the previous sentence, and the person filing the complaint shall be notified of this fact without delay.  
If the complaint is filed repeatedly by the same person and in the same matter, and does not contain any new facts, the insurer is not obliged to handle the complaint and shall notify the person filing the complaint thereon.
5. A complaint may be filed:
  - a) in person anywhere at the branches of the insurer during operating hours, or
  - b) in writing to the insurer's address, or

c) electronically to the e-mail address: staznosti@premium-ic.sk.

More information on where and how to file your complaint and further steps for its handling are available at the insurer's website [www.premium-ic.sk](http://www.premium-ic.sk).

## Article 14 Service of Documents

1. Documents shall be delivered by post or other entity authorized to deliver consignments, but they may also be delivered directly by the insurer, and shall be delivered as regular consignments or if the subject of delivery is the insurer's request to pay outstanding premium, or a request to pay the premium in full, or a notice of termination of the insurance as registered consignments.
2. Documents are delivered to the last known address of permanent residence or registered office (or the registered office of the relevant organizational unit), or, where applicable, to the correspondence address: this shall be without prejudice to provisions of Article 12 of these VPP-MZ on alternative communication options between parties to the insurance.
3. The document is deemed to have been delivered on the date of its delivery to the addressee.
4. The policyholder and the insured shall without undue delay notify the insurer if their address has changed.
5. If the document is kept at the post office because the addressee was not reached and the addressee does not collect it within the relevant collection period, the document is considered to have been delivered on the day of its deposition at the post office, even if the addressee did not learn of this fact. The same applies if the document was returned to the insurer as undelivered because of a change of address which was not notified by the policyholder or the insured.
6. If the addressee refuses to receive the document, the document shall be deemed to have been delivered on the day on which it was refused.
7. The insurer is entitled to request verification of identity with regard to actions of the parties to the insurance made in writing under the applicable generally binding legal regulations.

## Article 15 Definitions

1. **Net financial loss** is monetary loss that is not caused directly by or as a result of physical damage or destruction of the insured property (i.e. damage not preceded by physical damage or destruction of the insured property or item). It is intangible damage of any kind, including lost profits, increased production costs, sanctions, deficit, losses due to delay, non-compliance with the agreed performance, loss of market or contract, any other sanctions, guarantees or warranties (financial performance, product guarantees, refunds, etc.), loans, etc.
2. **Household member** is any natural person - citizen specified in the insurance policy as the insured and the person living with the insured in the common household.
3. **Household** is an independently operated unit of household members living together permanently and jointly paying for their needs.
4. **Natural person - citizen** is a person on whom rights and freedoms, regardless of their citizenship, are conferred by Act no. 460/1992 Coll. the Constitution of the Slovak Republic.
5. **Natural person – entrepreneur** is a person who does business on the basis of a trade license, a licence other than a trade license according to special regulations, or carries out agricultural production and is registered in accordance with a special regulation.
6. **Movables** is any material thing that is not real estate.

7. **Ionizing radiation or radioactive contamination** means radiation, contamination or pollution from any nuclear fuel or any nuclear waste generated by the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any nuclear installation or any nuclear component thereof.

8. **Nuclear energy** is:

- (a) ionizing radiation or radioactive contamination,
- (b) radioactive, toxic or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component,
- (c) the action of any weapon using atomic or nuclear fission or synthesis, or any other similar reaction, of radioactive power or material.

9. **Property** includes movables and real estate covered by insurance in accordance with the insurance policy.

10. **Malware** is malicious software that is able to propagate by itself, without the knowledge of the user, containing computer viruses, worms, trojans, adware, spyware, etc.

11. **Accidental event** is an event that occurs at the place of insurance during the duration of the insurance suddenly and unexpectedly and about which at the time of negotiating the insurance contract, the insurer and the insured assume that it may occur, but it is not certain whether it will occur at all and when it will occur.

12. **Real estate** is land or a building connected to the ground by a fixed connection, which is:

- (a) connection with a solid foundation,
- (b) attachment by machine parts or a weld to a solid foundation in the ground or to another structure,
- (c) anchoring with piles or ropes with an anchor to the ground or another structure,
- (d) connection to the networks and technical equipment of the territory,
- (e) underground location.

13. **Civil Code** is Act No. 40/1964 Coll., the Civil Code as amended.

14. **Repair of item** means repair of a damaged item, or bringing it into the condition in which it was immediately before the insured event.

15. **Close person** is a first degree relative, sibling, spouse, parents of a spouse not living with the insured in the common household.

16. **Entitled person** is a person authorised by the insured or the policyholder to act on their behalf on the basis of an authorisation or power of attorney.

17. **Authorised person** is a person to whom the insured or the policyholder has entrusted the insured items (e.g., the lessee, the person authorized to guard the insured items or household members, etc.).

18. **Third person** is a person other than the insured, policyholder, close person, entitled person, authorised person or person living in the common household with the insured.

19. **Person living in the common household** is a natural person - citizen who lives permanently (more than 183 days a year) together with the insured in the common household.

20. **The insured** is a legal entity, a natural person - entrepreneur or a natural person - citizen specified in the insurance policy, whose property or liability for damage is covered by the insurance.

21. **Term of insurance** is the period for which the insurance policy is concluded. The term may be fixed or indefinite. It is defined by the start date of the insurance and, in the case of fixed-term insurance, also by the date of its termination.

22. **Policyholder** is a natural person or legal entity that has entered into the insurance policy with the insurer and has undertaken to pay premium and meet other obligations arising from the insurance policy.



23. **Insured event** is a damage-causing event which is, under the respective provisions of the insurance policy, associated with an obligation of the insurer to provide the insured person or the injured party with indemnity.
24. **Insurance policy** is a written bilateral legal act on the basis of which property insurance and/or liability insurance arises. Insurance policy also means the draft insurance policy sent to the policyholder by the insurer, which upon the payment of the first annual premium, or the first instalment of the premium, within the period and in the amount specified in the relevant draft insurance policy, becomes a validly concluded insurance policy, if so provided for by the draft insurance policy.
25. **Insurer** means PREMIUM Insurance Company Limited, an insurance company acting in the territory of the Slovak Republic through its organizational unit PREMIUM Insurance Company Limited, pobočka poisťovne z iného členského štátu.
26. **Harm** is a change in the condition of an item that can be objectively fixed by its repair.
27. **Injured party** is a natural person or legal entity that has suffered damage and is claiming compensation from the insured; this person is not in any legal relationship with the insurer and has no right to the indemnity against the insurer.
28. **Legal entity** is an association of natural persons or legal entities, a special-purpose association of property, a unit of territorial self-government or other entity defined as a legal entity by a generally binding legal regulation.
29. **Requisition** is an official occupation, seizure or confiscation of something at a time of exceptional need (e.g. for the army).
30. **Premium instalment** is an agreed part of the premium outstanding for the relevant part of the insurance period.
31. **Damage** is physical damage or destruction of the insured item, bodily injury to a person, including illness or death, or material damage to the insured person or the injured party that may be objectively quantified in money.
32. **Damage-causing event** is a fortuitous event giving rise to damage and which may result into right to provide insurance indemnity. Any damage as a result of a single cause giving rise to damage to several injured parties shall be deemed to be a single damage-causing event.
33. **Set** includes all items of the same or similar nature or items intended for the same purpose at the place of insurance. Items that became part of this set after the conclusion of the insurance policy enter into the insurance automatically and items that ceased to be part of this set after the conclusion of the insurance policy also leave the insurance automatically. Insurance of specifically named items of such a nature is called insurance of *selection of items*.
34. **Terrorist act** means an act involving the use of force or violence and/or a threat of their use by any person or group(s) of persons, whether acting alone or on behalf of someone else or in connection with any organization(s) or government(s) committed for political, religious, ideological, social, or similar reasons, including the intention to influence any government and/or intimidate the public or a part of the public.
35. **Parties to the insurance** are the insurer, the policyholder, the insured and the beneficiary.
36. **Wilful act or wilful omission** is an act or an omission of a natural person or legal entity with direct or indirect intent; direct intent means an act or omission by a natural person or legal entity by which it intended to cause damage; indirect intent means an act or omission by a natural person or legal entity where that person knew that the act or omission may cause damage and, in the event that it is caused, was aware of it.
37. **Lost profit** is the financial amount that the insured or injured party could have obtained if no damage-causing event had occurred. It is damage expressible in money consisting in the fact that the insured or injured party could not, as a result of the damage-causing event, achieve the reproduction of assets that would be expected in the regular course of events had the insured event not occurred at all.
38. **Use of an item** is a legal situation when the insured has a legitimate right to use the item in accordance with the provisions of generally binding legal regulations and uses its useful properties.
39. **Item** is a tangible subject of insurance that is controllable and serves the needs of people.
40. **Internal disturbances** are territorially isolated sporadic acts of violence within a state or territorial self-government unit, violent disturbances, riots (threat of use or use of violence) or other acts of a similar nature motivated politically, socially, ideologically, religiously, etc.
41. **Anniversary date** is the date, matching, with its number of the day in the month and the name of the month, the commencement date of the insurance. If there is no such day in the relevant month, the anniversary date is on the last day of the relevant month.
42. **Termination of insurance** is the termination of the insurance policy, or termination of the insurance validity.
43. **Destruction** is a change of the condition of an item, when the insured item can no longer be used for its original purpose, and it is not possible to return it to its original functional state. Destruction also means a condition when the repair costs would exceed the costs of the acquisition of the same item or a similar item, in terms of type, kind, quality and parameters.
45. **Remains** are usable parts of items that were affected by the insured event and replaced by new items for which the insurer provided insurance indemnity.

## Article 16 Final Provisions

1. The VPP-MZ form an integral part of the insurance policy and the parties may deviate from their provisions in the insurance policy.
2. The insurance policy the annex of which are these VPP-MZ shall be governed by the law of the Slovak Republic in terms of its force, interpretation, and implementation, except for the conflict of law rules in relation to any international element. The courts of the Slovak Republic shall have exclusive jurisdiction over legal disputes arising from this insurance policy. The above shall also apply to any damage occurring abroad.
3. These VPP-MZ shall take effect on 20.07.2022.