

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

Article 1 Introductory provisions

1. These supplementary insurance terms and conditions for insurance of transported movable property and stock (hereinafter referred to as the "DPP-SME-PR") supplement the provisions of the VPP-MZ, OPP-SME-HV and form an integral part of the insurance policy, if the insurance policy so provides.
2. The insurance of transported movable property and stock (hereinafter referred to as the "insurance") shall be governed by the applicable provisions of the Civil Code, the VPP-MZ, OPP-SME-HV, these DPP-SME-PR and by the insurance policy.
4. With regard to the "supplementary subjects of insurance" referred to in para. 3 of this Article, the insurance policy may provide for higher claim payment limits than those referred to in para. 3 of this Article.
5. The insurance does not cover consignments transported under a contract of carriage concluded with the carrier or under a contract of dispatch.
6. The insurance does not cover any cargo which has been damaged or destroyed before being loaded into the vehicle.
7. Unless otherwise stated in the insurance policy, this insurance does not cover:

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, including 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, or
 - (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 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. If this insurance is agreed upon, the subject of the insurance is also the costs (funds) incurred by the insured for temporary storage and/or provision of alternative transportation of the insured cargo, if the vehicle performing the transportation has broken down as a result of a traffic accident during the transportation of the insured cargo.

Unless otherwise stated in the insurance policy, the annual aggregate claim payment limit for the expenses under this paragraph is 10% of the sum insured of the insured cargo as stated in the insurance policy, up to a maximum of EUR 500. This limit is agreed upon in addition to the sum insured for the insured cargo.

3. The subject of the insurance also includes "supplementary subjects of the insurance":
 - (a) costs of cleaning the place of the insured event after the insured event affecting the transported items (removal costs) – cleaning of the place of insurance, including removal of debris and other remains of the cargo to the nearest landfill and storage or destruction thereof, up to the amount of EUR 2 000.
 - (b) loading/unloading of the transported items - damage to or destruction of the items during loading or unloading onto/from the vehicle up to the amount of EUR 2 000.
 - (c) other "supplementary subject of insurance", if specified in the insurance policy.

Article 3 Insured risks

1. By way of derogation from Art. 3 of the OPP-SME-HV, a contingency means any damage, destruction or loss of the insured cargo caused by:
 - (a) a traffic accident investigated by the police having jurisdiction at the place where the insured event occurred,
 - (b) theft by breaking into the vehicle including any damage to the cargo as a direct consequence of the breaking into the vehicle,
 - (c) vehicle theft,
 - (d) theft as a direct consequence of the traffic accident of the vehicle,
 - (e) robbery.
2. A 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 driving in an inappropriate manner or due to the poor technical condition of the vehicle, unless these facts led to a traffic accident,
 - (b) by driving in gross violation of road traffic regulations,
 - (c) as a result of the vehicle being driven by a person who does not have the necessary authorisation to drive a vehicle or who is incapable of driving a vehicle, and the insured named in the insurance policy has authorised this person to drive the vehicle,
 - (d) as a result of inadequate or improper placement of the cargo in the vehicle or inadequate or insufficient securing of the cargo against spontaneous movement caused by the dynamic effects of the transport,
 - (e) by the natural characteristics of the cargo, in particular by internal defects or decay, regulated reduction, rust, oxidation, mould, humidity, breakage, deformation, surface damage, spontaneous ignition, or odour absorption, unless it

is proved that the said effect was a direct consequence of the insured risk,

- (f) by weather conditions (frost, snow, heat, rain) and animal pests, unless it is proved that these effects were the direct consequence of the insured risk specified in the insurance policy,
- (g) by missing or inadequate packaging or by packaging that has already been damaged prior to transport,
- (h) by theft, embezzlement, or any other criminal act against the cargo committed by the person carrying out the transport,
- (i) by delay in transport, failure to meet the delivery date, loss of interest, exchange losses and other financial losses,
- (j) to the cargo, if the cargo requires a security device to protect it from the effects of heat, cold, temperature fluctuations or humidity, and the vehicle is not equipped with such a device, or where the damage was caused by the malfunctioning of such a device, other than as a result of a traffic accident or natural forces.

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

Claim payment limit

1. In accordance with Art. 5, para. 6 of the OPP-SME-HV, this insurance is agreed with a claim payment limit which is determined by the policyholder and for which the policyholder is responsible.

Article 6

Claim payment

By way of derogation from Art. 6 of the OPP-SME-HV:

1. If, as a result of an insured event, the following occurs:
 - (a) destruction, loss or theft of the insured cargo, then the insurer shall provide the claim payment in the 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 immediately prior to the occurrence of the insured event,
 - (b) damage to the cargo, then the insurer shall provide the 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 where the insured event occurred.

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

2. In the case of an insured event as a result of theft of the insured cargo, the amount of the claim payment is limited by the insured cargo security measures against theft at the time of the insured event in accordance with Art. 7 of these DPP-SME-PR, unless otherwise stated in the insurance policy.

Article 7

Security measures of the insured cargo

1. The right to receive claim payment for theft, robbery or vandalism arises if, at the time of the insured event, the subject of the insurance was secured against theft in accordance with the cargo security measures against theft in force at the time of

the insured event, and in accordance with the following terms and conditions of security of measures of transported cargo:

- (a) limits of indemnity for theft of cargo by breaking into the vehicle, vehicle theft and robbery of the cargo from the vehicle under permanent surveillance:

Types of vehicle and cargo security measures	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 + ETS			over EUR 45 000

- (b) The claim payment limits for robbery during transport:

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 electric stun gun
up to EUR 30 000	transport is carried out by a minimum of 2 qualified persons of which at least one carries a self-defence spray or an electric stun gun
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

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

Article 8

Obligations of the insured

1. In addition to the obligations laid down by legal regulations and the documents specified in Article 1 para. 1 of these DPP-SME-PR, the insured is also obliged to:
 - (a) maintain the vehicle in proper technical condition,
 - (b) observe the maximum authorised weight and the maximum load on the axles of the vehicle,
 - (c) entrust the driving of the vehicle only to persons who are authorised and qualified to do so,
 - (d) to carry out the transport immediately after loading the cargo into the vehicle by the nearest suitable route to the place of destination, unless prevented by serious circumstances beyond the control of the person carrying out the transport.

Article 9

Definitions

1. **Transport time** of cargo is the period defined by the time the cargo is loaded into the vehicle and the time the cargo is unloaded from the vehicle. The transport time of cargo includes safety breaks as defined by law, breaks necessary for hygiene, eating and refuelling.
2. **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 static vehicle) and collision is a clash of a vehicle with a moving object (e.g. automobile, man, animal).

3. **Theft by breaking into a vehicle** means the unlawful seizure of cargo by the offender after having entered a vehicle by opening it with a tool or equipment not designed for opening a vehicle or by any other demonstrably violent means.
4. **Vehicle theft** means the unauthorised seizure of a vehicle by an offender by overcoming obstacles and mechanisms preventing **unauthorised** persons from entering and driving the vehicle.
5. **Robbery** means the seizure of the insured cargo by an offender using force or threatening to use force against the person performing the transport or taking advantage of the mental condition of the person performing the transport as a result of an accident or for any other reason for which they cannot be held responsible. However, this does not apply to the physical condition of the person carrying out the transport caused by the intentional consumption of alcohol, drugs or the misuse of medicinal products.
6. **Regulated reduction** means the difference between the weight declared in the commercial invoice and the weight measured at the place of unloading, which occurs during the transport of the insured cargo in bulk or of liquid substances due to their natural characteristics.
7. **Commonly used packaging materials** means pallets, crates, boxes, sacks, foils, etc.
8. **Insured event** is damage, destruction, loss or theft of the insured cargo or any part thereof as a result of an accidental damage-causing event caused by an insured risk stipulated in the insurance policy and occurring during the transport time of the cargo.
9. **Damage to cargo** means a change in the condition of the cargo items that can be objectively removed by repair or modification, or such a condition that cannot be objectively changed by repair, nevertheless, these items can be used for their intended purpose, even if their value has been reduced.
10. Vehicle and cargo **security measures**:
 - (a) **basic**,
 - (aa) for the theft of cargo by breaking into 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 trailer,
 - (iv) if 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 that does not allow any entering under the canvas without damaging the lock system, the steel rope or the canvas,
 - (ab) for the vehicle theft, 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 (aa) (i) and (aa) (ii),
 - (b) **advanced**, for which the extent of security measures under points (aa) and (ab) shall apply and, at the same time, the vehicle is equipped with a functioning and activated car 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 + ETS**, 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 based on GPS (hereinafter as the "ETS"); the ETS 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 is applicable that the vehicle is parked for a necessary time between 6 am and 10 pm at the place designed for parking within a municipality or in a parking lot designated by relevant traffic sign outside a municipality,
 - (b) **within a secured area**, to which it is applicable that the vehicle is parked:
 - (ba) within an area enclosed by functional fencing with a minimum height of 180 cm and with locked entrance gates,
 - (bb) in a locked garage preventing access of unauthorized persons,
 - (bc) in a parking lot the entire area of which is under 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,
 - (bd) in a parking lot under permanent surveillance of an employee assigned to control the vehicles driving in and out of the parking lot.
 - (c) **under permanent surveillance**, to which it is applicable that the vehicle is parked:
 - (ca) and non-stop there is a person present and able to intervene in order to protect the cargo and the vehicle by which the transport is carried out,
 - (cb) 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 carried out,
 - (cc) in the area enclosed by functional fencing with a minimum height of 180 cm and with locked entrance gates while the area is non-stop physically guarded by security personnel.
12. **Loss of cargo** means a situation in which, as a result of an insured event, the transported items, which constitute the cargo of the vehicle, have left the vehicle's storage compartment and, due to their nature (e.g. liquid or loose cargo) or the situation at the place where the insured event occurred (e.g. they have fallen into water, the cargo is scattered over a large area), could not be returned to the transport.
13. **Personal belongings of the persons carrying out the transport** are things that are usually brought to work. This insurance does not cover the items referred to in Article 2 para. 7 points (a) to (e) of these DPP-SME-PR.
14. **Vehicle** carrying out the transport is a road motor vehicle, including any trailer(s), for which records are kept in accordance with generally binding legal regulations.
15. **Destruction of cargo** means a change in the condition of the cargo items which can be objectively remedied only by repair, the price of which would exceed the time value of the item or such damage as a result of which the item can no longer be used for the purpose for which it was designed.

Article 10 Closing provisions

1. The provisions of these OPP-SME-PR applicable to the insured shall apply mutatis mutandis also to the policyholder (where the policyholder is a person other than the insured) and/or any other beneficiary.
2. The insurance policy may derogate from the provisions of these OPP-SME-PR.
3. These OPP-SME-PR shall enter into force on 01.07.2024.