

## Special insurance terms and conditions for insurance of buildings and other structures of sole traders and small-sized enterprises

### Article 1

#### Introductory provisions

1. These special insurance terms and conditions for insurance of buildings and other structures (hereinafter referred to as the "OPP-SME-B") supplement the provisions of the VPP-MZ and form an integral part of the insurance policy, if so provided for by the insurance policy.
2. The insurance of buildings and other structures (hereinafter referred to as the "insurance") shall be governed by the applicable provisions of the Civil Code, the VPP-MZ, these OPP-SME-B, the DPP-SME, if these form part of the insurance policy, and by the insurance policy.

### Article 2

#### Subject of the insurance

1. The insurance provides cover for a set of buildings and structures, parts thereof, or structural alterations owned by the insured or for buildings and structures, parts thereof, or structural alterations owned by the insured specified in the insurance policy on an item-by-item basis (selection). The insurance covers completed structures.
2. If buildings and other structures, parts, or structural alterations thereof are owned by a legal entity or natural person – entrepreneur, the insurance shall cover these buildings only if these are included in the insured's accounting records or, where applicable, other business records of the insured as specified by generally binding legal regulations.
3. The insurance also applies to buildings and structures, parts or structural alterations thereof owned by third parties only if these are used by the insured or have been taken over by the insured based on a written contract, order, or job order for the purpose of providing a service being the authorized business activity of the insured.
4. Where the subject of the insurance is a building or other structure, the insurance shall by default also cover all parts thereof (structural, technological parts), including structural components and appurtenances thereof, except for the subjects of insurance referred to in para. 8 of this Article.
5. If the subject of the insurance is part of a building or other structure, the insurance also covers the share in its common parts and common facilities, its structural components, and appurtenances within the meaning of the title deed.
6. Where the subject of the insurance is a building or other structure, the insurance shall also cover:
  - a) properly installed/mounted external mechanical means of restraint pertaining thereto (e.g., fencing, ramp, turnstile),
  - b) roads, pavements, paved areas, and retaining walls pertaining thereto and owned by the insured,
  - c) other outbuildings with no house number (e.g. gazebos, swimming pools) pertaining thereto.
7. If insurance of a set has been agreed upon, the insurance will also cover items that have become part of the insured set (included in the Insured's accounting records) after the conclusion of the insurance policy, from the date of their inclusion in the set. With respect to items which have ceased to be part of the insured set (they have been excluded from the insured's accounting records), the insurance expires on the date of their removal from the set.
8. The insurance also covers "Supplementary subjects of insurance":

- a) repair costs of the damaged structural parts of insured buildings (removal costs),
  - b) repair costs of the undamaged parts of insured buildings,
  - c) repair costs of the parts of the building of artistic or historical value,
  - d) repair costs of the parts of the building or other structures damaged by vandalism,
  - e) repair costs of firmly embedded or mounted glass by risk group All Risks,
  - f) repair costs of the technological parts of the insured building damaged by technical risks,
  - g) costs of water leaks from water supply installations,
  - h) repair costs of the permanent vegetation and plants as parts of the construction design of a structure,
  - i) other "Supplementary subjects of insurance", if specified in the insurance policy.
9. With regard to the "Supplementary subjects of insurance" within the meaning of para. 8 a) to g) of this Article, a default claim payment limit of up to EUR 2 000 is agreed. This claim payment limit shall apply to the respective "Supplementary subjects of insurance" or to the groups of these "Supplementary subjects of insurance" as agreed in the insurance policy. With respect to the "Supplementary subjects of insurance" or a group of the "Supplementary subjects of insurance" also higher claim payment limits may be agreed upon in the insurance policy.

With respect to the "Supplementary subject of the insurance" within the meaning of paragraph 8(h) of this Article, a default claim payment limit of 2% of the sum insured shall be agreed, however, up to a maximum of EUR 10 000, whichever is the lower.
  10. The insurance shall not cover:
    - (a) waters, land, permanent vegetation, and plats on the land,
    - (b) buildings and other structures at the time of construction, installation, or reconstruction works, provided that the construction, installation, or reconstruction works carried out have had any effect on the cause of or increase in the extent of the consequences of the damage,
    - (c) unpaved above-ground landscaping and areas,
    - (d) public roads (highways, roads, local roads, public utility roads), including bridges, overpasses, tunnels, footbridges, and underpasses,
    - (e) airports including runways for take-off and landing, taxiways and hangars, railways, cableways, and other tracks,
    - (f) public transmission and distribution systems of electricity, gas, water, heat, and public electronic communications networks,
    - (g) watercourse structures,
    - (h) mining structures, boring rigs including any accessories,
    - (i) nuclear power plants and nuclear fuel preparation facilities for such power plants, including any appurtenances,
    - (j) building cells, container buildings, inflatable halls, tents,
    - (k) garage compounds, greenhouses, polytunnels,
    - (l) buildings or other structures that have been unused for a long time,

- (m) buildings or other structures which are of no use and for which a demolition permit has been issued,
  - (n) economic loss, lost profits.
11. The insurance does not cover the items referred to in para. 10 of this Article even if these form part of the insured set of items.
  12. The insurance does not cover buildings and other structures used for the operation of the following businesses:
    - (a) production of pulp, paper, paperboard, and products thereof,
    - (b) wood processing, and manufacture of wood products.
    - (a) manufacture of plastic products,
    - (c) collection, treatment, disposal, and management of waste,
    - (d) production, transmission, distribution, or supply of electricity, gas, steam, or cool air,
    - (e) operation of automatic and self-service car wash facilities.
  13. If, as the result of the same cause, the technological part of the insured building and other structures for which the insurer is obliged to pay claim payment is not simultaneously damaged or destroyed, the insurance shall not cover the following:
    - (a) components, parts, and tools of equipment that are regularly replaced in the course of changes in operations or wear and tear (e.g. cutting tools, dies, case moulds, moulds, punches, engraved and patterned cylinders, accumulators, fuses, light sources, etc.); and
    - (b) parts and components which are regularly replaced because of rapid wear or aging (e.g. hoses, gaskets, rubber or plastic linings, belts, chains, straps, ploughshares, replaceable working parts of agricultural, construction and woodworking machinery, brushes, tyres, ropes, wires, sieves, working parts of crushers, stone or concrete buckets, cables, etc.),
    - (c) brickworks, claddings, and coatings (coverings) which, according to experience are to be replaced several times during the lifetime of the subject of the insurance (particularly in the case of furnaces, fireplaces, or other heat-generating installations, steam-generating installations),
    - (d) foundations, frames, anchoring, and bases of equipment, unless these are part of the subject of the insurance or accessories thereof,
    - (e) parts of the insured equipment for sliding and rolling bearings for direct and rotary motion (e.g. bearings, pistons, cylinder liners, etc.),
    - (f) glass and ceramic parts of the insured property,
    - (g) damage to electrical installations and optical fibres.
- (bf) inundation,
  - (bg) high winds,
  - (bh) volcanic eruption,
  - (bi) earthquake,
  - (bj) landslide, rock, or earth collapse.
  - (c) Risk group **Theft**:
    - (ca) theft,
    - (cb) robbery
    - (cc) indoor vandalism,
    - (cd) outdoor vandalism.
  - (d) Risk group **Water**:
    - (da) water from non-public distribution systems,
    - (db) atmospheric precipitation,
    - (dc) wastewater backflow,
    - (dd) water from aquariums, bathtubs, swimming pools or tanks,
    - (de) groundwater (rise in groundwater level),
    - (df) water from gutters and downspouts.
  - (e) Risk group **Additional**:
    - (ea) fall of trees, poles, and other objects,
    - (eb) aerodynamic blast,
    - (ec) implosion (negative pressure),
    - (ed) smoke,
    - (ee) collision of a motor vehicle driven by the insured,
    - (ef) collision of a motor vehicle driven by another person by a motor vehicle other than the insured,
    - (eg) breakage of glass,
    - (eh) wild animals.
3. A contingency occurring to a technological part of a structure may be an event as listed below, the risk group **Technical risk**:
    - (a) operational causes:
      - (aa) failure of measuring, control, regulation or safety equipment or systems,
      - (ab) physical explosion, lack of water, oil or lubricants,
      - (ac) overheating, crash, centrifugal forces,
    - (b) human factors:
      - (ba) unwilful negligence,
      - (bb) operator error,
      - (bc) faulty operation,
    - (c) manufacturing error:
      - (ca) defective material or product,
      - (cb) defective construction, defective design, defective calculation,
      - (cc) assembly or workmanship defect,
    - (d) electrical causes:
      - (da) short circuit in the electric motor,
      - (db) overvoltage, undervoltage,
      - (dc) indirect lightning strike.

### Article 3 Insured risks

1. The insurance covers any direct physical damage to the insured item caused by a contingency that is not excluded by the VPP-MZ, these OPP-SME-B, DPP-SME, or by the insurance policy.
2. Any of the following "listed" events (insured risk) may be a "contingency":
  - (a) Risk group **Fire**:
    - (aa) fire,
    - (ab) direct lightning strike,
    - (ac) explosion,
    - (ad) crash or fall of a manned flying object,
    - (ae) crash or fall of an unmanned flying object.
  - (b) Risk group **Natural Forces**:
    - (ba) hail,
    - (bb) frost
    - (bc) avalanche,
    - (bd) weight of snow and ice,
    - (be) flood,
4. The "contingency" may also be an event other than an event "specified" herein (paragraphs 2 and 3 of this Article of these OPP-SME-B), which is further in the VPP-MZ, in other paragraphs of these OPP-SME-B, in the DPP-SME or in the insurance policy not excluded, the risk group **All Risks**.  
 The *All Risks* risk group does not cover damage to the insured structure, including its technological part, caused by:
  - permanent effects of operation, natural or premature wear, aging, material fatigue,
  - permanent exposure to moisture, dryness, atmospheric, thermal, chemical, electrical or mechanical effects,
  - corrosion, erosion, rust, oxidation, cavitation, sediments of all kinds,
  - normal atmospheric conditions, which must be taken into account according to the season and local conditions,
  - natural features of items, regardless of any other contributory causes,

- solidification of the contents of units retaining molten materials or concrete,
  - loss or interruption of the supply of electricity, gas, water, or other medium,
  - defects in connection with repair, maintenance, reconstruction, modernization, testing and modifications,
  - the process of processing, machining, manufacturing, packaging, modification,
  - testing or commissioning,
  - plants, fungi, moulds, or similar organisms and any by-products or infestations arising therefrom (mycotoxins, spores, etc.),
  - wild animals in an indoor environment (e.g. by infestation, etc.),
  - genetic changes in animals or plants,
  - asbestos,
  - settling, cracking, shrinkage, bulging, expansion, or spontaneous collapse of the structure.
5. The insurance does not cover any damage for which the supplier or contracting party of the insured is legally or contractually liable including damage covered by the manufacturer's, contractor's, or service provider's warranty.
  6. The insurance covers damage, destruction, or loss of the insured item that occurred in a causal link with the contingency referred to in para. 2 and 3 of this Article of these OPP-SME-B (consequential physical damage), for which the insured has incurred the right to receive claim payment.

#### Article 4

##### Territorial scope and the place of insurance

1. Unless otherwise specified in the insurance policy, the insurance shall apply to the subjects of the insurance only if the damage to the subject of the insurance occurred at the place which is specified in the insurance policy as the place of insurance.
2. Where insurance is agreed for a set of items, the place of insurance is the place stated in the insured's accounts as the place of operation. If any subject of the insurance belonging to the set is subject to a lease agreement where the insured is specified as the lessor, the place of insurance with respect to such subject shall be the place specified in the lease agreement or in the accounts of the lessee as the place of operation.
3. Where insurance of the subjects of the insurance is agreed based on respective items specified in the insurance policy (selection), the place of insurance shall be specified in the insurance policy by the address of the operation or the cadastral area and the number of the plot (land) where the insured items are located.
4. If at the time of the insured event, an unwilful error or unintentional omission is found in stating the address or the cadastral area and the plot number of the place where the subject of the insurance is located, the insurance shall also cover such places to the extent which the insurance would have provided in the absence of such unwilful error or unintentional omission.

#### Article 5

##### Insured value, sum insured, claim payment limit

1. The insured value is the value of the insured item at the time the insurance is agreed upon and shall be decisive for determining the sum insured.
2. The insured value may be:
  - (a) original value
  - (b) fair value,
  - (c) time value.

Unless provided for in the insurance policy otherwise, the insured value is the value referred to in point (a) of this paragraph.

3. The sum insured represents the upper limit of the claim payment for a single insurance period and serves as a basis for the

calculation of the insurance premium. The sum insured shall be determined for individual subjects of insurance and should correspond to their insured value.

4. If the subject of the insurance is part of a building or other structure, the sum insured of the part of the building or other structure must also include the value of the share in the common parts, common facilities, structural components, and appurtenances.
5. The insured sum shall be determined by the policyholder, who shall also be responsible for its accuracy.
6. If at the time of the occurrence of the insured event the sum insured of the insured item is lower than their insured value by more than 20%, the insurer shall have the right to reduce the claim payment in the same proportion as is the sum insured to the insured value of the insured item.
7. In the insurance policy, claim payment limits may be agreed upon for individual subjects of the insurance, sets of items, selections of items, individual insured risks, or risk groups. This method of insurance and the amount of the claim payment limit must be expressly stated in the insurance policy; in the event of agreement on this method of insurance, the provision of paragraph 6 of this Article shall not apply.
8. In the event of insurance coverage for a set of items as specified in the insurance policy, the total sum insured or the total claim payment limit shall be the sum of the individual sums insured or claim payment limits for each item within such set.

The sum insured or the claim payment limit with respect to an individual insured item from a set of items shall be the upper limit of the claim payment for such item for a single and also for all insured events occurring within a single insurance period.

9. In the event of insurance coverage for a selection of items specified in the insurance policy, the total sum insured shall be the sum of the sums insured applicable to the individual places of insurance. The total claim payment limit applicable to the selection of items specified in the insurance policy shall be the sum of the claim payment limits for a single place of insurance; for all places of insurance regarding the selection of items, the sum of the limits of all places of insurance shall be the upper claim payment limit.

In case of insurance of a selection of items of a particular place of insurance, the sum insured or the claim payment limit as specified in the insurance policy shall be the sum of the sums insured or the claim payment limits of the insured items comprising the selection of items at this particular place of insurance.

The sum insured or claim payment limit of an individual insured item from a selection of items shall represent the upper claim payment limit for such item for a single and also all insured events occurring during a single insurance period.

10. The claim payment limit of the main subjects of insurance (buildings, other structures, structural alterations) as provided for in the insurance policy shall be agreed within the sum insured of the insured subjects of insurance and thus shall not increase the sum insured thereof.
11. The claim payment limit of supplementary subjects of the insurance specified in the insurance policy is the upper claim payment limit for a supplementary subject of the insurance or a group of supplementary subjects of the insurance.
12. Unless expressly agreed otherwise in the insurance policy, the insurer shall provide during a single insurance period for all insured events caused by individual risks from the risk group Natural Forces for each of these risks separately a claim payment not exceeding the amount of EUR 4 000 000.
13. In the event of payment of a claim, a default renewal of the sum insured or, as the case may be, of the claim payment limit is agreed upon. In this case, after the payment of the claim, the sum insured or the claim payment limit shall be renewed to their original amount, i.e. it shall be increased by the difference resulting from the reduction of the sum insured or of the claim payment limit as a result of the payment of the claim. The insurer has the right to

request the payment of a pro rata premium corresponding to the increase in the sum insured or of the claim payment limit. This additional premium may be deducted from the claim payment.

For the avoidance of doubt, should a claim amount resulting from an insured event exceed the agreed amount of the sum insured or the claim payment limit, then the claim payment shall be limited by the agreed amount of the sum insured or of the claim payment limit, as the case may be, and it shall not be possible to claim payment of any additional claim payment from the renewed sum insured or, as the case may be, the claim payment limit.

## Article 6 Claim payment

1. The insured's right to claim payment from the insurer (a claim payment) arises if an insured event occurs.
2. In the event that an insured event occurred as a result of:
  - a) damage to the subject of the insurance, the insured shall have the right to receive claim payment from the insurer in the amount of the reasonable costs incurred in the repair of the insured item,
  - b) destruction or theft of the subject of the insurance, the insured shall have the right to receive claim payment from the insurer in the amount of the reasonable costs incurred in the re-acquisition of the insured item.
3. In the event of destruction of the insured building or other structure, the insurer shall provide the claim payment exceeding the time value only if:
  - a) the actual technical condition determined in accordance with the generally binding legal regulations is at the time of the insured event higher than 20%, and at the same time
  - b) within three years of the occurrence of the insured event at the place of insurance or at another place within the territory of the Slovak Republic re-acquires the insured re-acquires the item, if the re-acquisition at the place of insurance is not feasible due to legal or economic reasons. The insurer shall provide the claim payment exceeding the time value of the item after the insured has provided documents proving the re-acquisition of the insured item.
4. In the event of any costs incurred in repairing or reinstallation of firmly embedded or mounted glass damaged by risk group All Risks, the insurer shall also provide claim payment in the amount of reasonable costs of modifications which serve to temporarily protect the property until the broken insured glass can be replaced; the claim payment sublimit for these costs shall be a maximum of 20% of the claim payment limit specified for this supplementary insured item.
5. In the event of repair costs of the technological parts damaged by technical risks, the insurer shall provide the claim payment in the amount of the reasonable and economical costs of repairing the insured equipment, or, if the insured equipment has been destroyed, the claim payment in the amount corresponding to the costs for the re-acquisition of the equipment, however, in the maximum amount of the time value of the insured equipment.
6. The insurer has the right to pay the claim payment gradually, on the basis of:
  - (a) construction work estimates prepared by the insurer,
  - (b) construction work estimates submitted by the insured and approved by the insurer,
  - (c) invoices for construction work carried out by the contractor, submitted by the insured, and assessed by the insurer in accordance with the prices applicable at the time the invoices were issued,
  - (d) an expert's opinion.

7. The insurer shall provide the claim payment for all insured events occurring during a single insurance period up to a maximum amount of:

- (a) the sum insured, or, as the case may be, the claim payment limit, set forth for the relevant subject of the insurance or supplementary subject of the insurance,
- (b) the claim payment limit agreed in the insurance policy for the relevant insured risk.

For the amount of the claim payment, the lower of the above amounts shall be decisive.

8. If the insurer is required to provide the claim payment as a result of an insured event, then to the insured:
  - (a) who is a value-added tax (hereinafter referred to as "VAT") payer, the insurer shall pay the claim payment without VAT; except in cases where the insured item was stolen and the VAT was included in the sum insured, in such a case the insurer shall pay the claim payment including VAT,
  - (b) who is not a VAT payer, the insurer shall pay the claim payment including VAT, however, provided that the VAT is included in the sum insured of the insured item specified in the insurance policy.

## Article 7

### Security measures for the protection of the insured property

1. The lower edge or the lower edge of structural attachment of *structural components and appurtenances* of buildings located on the outer side of the insured building is in the event of their theft and damage in the event of attempted theft, their damage in the event of attempted burglary of the structure on which these are located, or their damage due to vandalism, at the height of:
  - (a) up to 3.5 m above the level of the surrounding ground and up to 1.5 m from a point accessible in a horizontal direction and must be structurally fixed by a non-detachable connection,
  - (b) above 3.5 m above the level of the surrounding ground and more than 1.5 m from a horizontally accessible point and may be structurally fixed by a detachable connection.
2. During the absence of the insured, *the place of insurance* must be protected against theft, damage during attempted theft, burglary, or damage as a result of vandalism as follows:
  - (a) all entrance doors to the insured building or other structure must be properly closed and locked with a cylinder lock,
  - (b) windows, doors to balconies, loggias, terraces, and other openings on the insured building or other structures must be closed and locked from the inside and secured by a closing mechanism so that they cannot be opened from the outside without mechanical damage or destruction.

## Article 8

### Obligations of the insured

1. In addition to the obligations stipulated by the VPP-MZ, the insured is obliged to:
  - (a) ensure full flow capacity of the sewer drainage pipe,
  - (b) keep the water supply installations in working order and ensure their regular inspection,
  - (c) ensure adequate heating of the building (structure) during the cold season,
  - (d) turn off the water supply and drain the pipes in the event of water supply pipe damage.
2. The insured is further obliged to:
  - (a) notify the insurer in writing of a change of the owner of the subject of the insurance specified in the insurance policy,

- (b) secure the place of insurance in accordance with the Article *Security measures for the protection of the insured property* of these OPP-SME-B.

## Article 9 Definitions

1. **Sonic boom** is a shock wave induced by the crossing of supersonic aircraft.
2. **Atmospheric precipitation** means condensation or sublimation of water vapour in the atmosphere that subsequently falls to the earth's surface. It is either in liquid or solid state (rain, drizzling, snow, graupel, snow grains, freezing rain, ice pellets, and hoar frost) falling to the earth's surface from all kinds of clouds, i.e. vertical precipitation.

The insured risk *atmospheric precipitation* does not apply to any damage caused:

- a) by soaking, drenching, or soaking up with water not originating from atmospheric precipitation,
- b) by ingress of atmospheric precipitation through openings on the outside of the insured building caused by repair or technical improvement,
- c) to the exterior of the insured building (roof covering, perimeter walls, exterior structural components, and to the appurtenances of the building).
3. **Building** is a spatially concentrated roofed ground-based structure including any underground spaces, which is structurally suitable and intended for the protection of people, animals, or things; it does not have to have walls but it must have a roof.
4. **High winds** are the dynamic effects of the air mass moving with a speed of 62 km/h (17.2 m/s) and more (e.g. gale, whirlwind, hurricane, typhoon, cyclone, tornado). If such speed has not been ascertained with regard to the place of the occurrence of the damage, the insured must prove that the air circulation in the surroundings of the insured item caused damage to duly maintained buildings or to any equally resistant objects or that given the free-of-defects condition of the insured building or structure in which the insured items are placed, the damage could have occurred only as a result of high winds.

For the purpose of determining the speed of the wind, only the measurements carried out by the Slovak Hydrometeorological Institute shall be recognized. High winds shall also include insured events caused as a result of falling or throwing of objects on the insured item if the fall or throw was caused by high winds.

5. **Smoke** is small visible particles suspended in the air (ash, fly ash, soot) that have suddenly leaked from combustion, heating, drying, or cooking equipment.

The insured risk of *smoke* does not apply to damage caused by continuous exposure to smoke.

6. **Electric motor** is an electrical device that converts electric current into mechanical work or mechanical motion.
7. **Erosion** is the physical process of disruption and removal of parts of the earth's surface by external (exogenous) factors.
8. **Value:**
- a) **time value** is the original or fair value less the value corresponding to the amount of wear and tear of the item (technical value) and is the price of the item which it was worth immediately before the insured event.
- b) **fair value** is the resulting objectified value of buildings, which is an expert's estimate of their most probable price at the valuation date which they would be expected to achieve on the market in conditions of open competition (market value), in a fair sale, where both the buyer and the seller would act having due information and with due care and on the assumption that the price is not influenced by undue inducement.

- c) **original value** is an estimate of the value at which the building being valued could be acquired by way of development (construction costs) at the time of valuation.

9. **Implosion (vacuum)** is the sudden equalisation of pressure inwards of a previously closed space.
10. **Structural fastening** means a fixed connection of an item to a structure. The fixed connection with a structure may be of a detachable or non-detachable kind.

Connection of detachable kind means any such connection for the disconnection of which at least a hand-held tool must be used.

Connection of non-detachable kind means any such connection in case of which it is not possible to disconnect the insured item without destroying the connection and/or the insured item.

11. **Theft** means illicit appropriation of the insured item by a third party where the offender has taken possession of the item in one of the following ways:
- (a) got to the place of insurance by demonstrably using a tool or equipment not intended for its proper opening or by other destructive ways,
- (b) got to the place of insurance by using a key intended for its proper opening, which it has demonstrably seized by burglary or robbery,
- (c) got to the place of insurance by any means other than that referred to in (a) or (b) of this paragraph and having left behind trace evidence proving their unauthorized presence or there is other evidence (e.g. surveillance camera records) confirming the intrusion and presence of the offender.

The insured risk *theft* does not cover damage:

- a) which was not reported to the police,
- b) in respect of which the insured has not allowed the insurer access to the police investigation or similar file and has failed to provide copies of the documents contained therein at the request of the insurer,
- c) caused by embezzlement or fraud,
- d) caused by loss, i.e. by regular theft without overcoming any anti-theft security securing the property, except as provided for in Article 3, paragraph 5 of this OPP-SME-B,
- e) caused by intentional acts of the insured's employees, if such acts were committed at the place of insurance during the period when access to the place of insurance was granted for such employees,
- f) ascertained upon discovery of differences during an inventory or audit.
12. **Hail** is a phenomenon in which chunks of ice formed in the atmosphere fall to the earth's surface.
- The insured risk *hail* does not cover damage of an aesthetic nature which does not affect the functionality or operating life of the insured structure.
13. **Avalanche** is a sudden fall of snow or ice cover from natural slopes including atmospheric pressure (shock wave) caused by the avalanche.
14. **Robbery** means the illicit taking of possession of an item by an offender:
- a) using violence or threat of imminent violence against the insured, their employee, any other authorized person, or any person entrusted by the insured,
- b) taking advantage of the decreased resistance of the insured, an employee of the insured, or the beneficiary, or as a result of their physical weakness following an accident (not in a causal link with conscious consumption of alcohol, drugs, or misuse of medical drugs) or as a result of any other reason for

which the insured or the entrusted person cannot be held liable,

persons entrusted by the insured for the purpose of this paragraph shall mean any persons to whom the insured entrusted the insured items, persons entrusted with guarding any goods in transport, or persons entrusted with guard duty.

The insured risk *robbery* does not cover damage:

- a) which was not reported to the police,
- b) in respect of which the insured has not allowed the insurer access to the police investigation or similar file and has failed to provide copies of the documents contained therein at the request of the insurer.

15. **Mechanical means of restraint** are means for the direct securing of a building or other structure or parts thereof against unauthorised entry (e.g. ramps, roadblocks, turnstiles, fencing, doors, windows, grilles, locks, locking systems, vaults, security foil). Unauthorised entry for the purposes of this definition is any unwelcome entry.

16. **Modernization** means the extension of the equipment or usability of tangible property by such components that the original property did not contain, while forming an integral part of the property.

Individual items which are intended to be used together with the major item and which, together with such major item, form a single property unit shall be regarded as an integral part of that property.

17. **Frost** is a condition where the temperature drops below 0 °C if this temperature lasts for at least 24 hours (ice day or day with all-day frost) and this condition has been for the place of insurance confirmed by the Slovak Hydrometeorological Institute.

18. **Mycotoxins** are toxic organic substances that are produced by several microscopic fungi.

19. **Repair costs of the permanent vegetation and plants as parts of the construction design of a structure** are the costs incurred in connection with an insured event for the restoration of permanent vegetation and plants that form part of the construction design of a structure and are included in the construction project documentation (e.g. green roofs).

20. **Repair costs of the damaged structural parts of insured buildings (removal costs)** are the costs incurred in connection with an insured event for clearing the place of insurance, including demolition of standing structures, removal of rubble and other debris to the nearest landfill, and their storage or destruction.

21. **Removal costs of the undamaged parts of insured buildings** are the costs of materials and work incurred in connection with an insured event for dismantling or reassembling undamaged parts of the insured building.

22. **Repair costs of the parts of the building of artistic or historical value** are the costs incurred in connection with an insured event for the repair of parts of buildings of artistic or historical value that are under law subject to restoration works.

23. **Repair costs of the parts of the building or other structure damaged by vandalism** are the costs incurred in connection with an insured event for repairing the damage to the insured structural parts of the insured structure or insured structural alterations or structural parts in the premises used by the insured under a lease agreement.

The provision of the claim payment is subject to the damage being reported to the Police of the Slovak Republic.

The insurance does not cover any damage caused by breakage of glass and damage to structures under construction.

Damage caused by spray-painting, graffiti, or taping-up of posters is covered by the insurance only up to the costs of repainting or cleaning the degraded part of the building, e.g. in the case of a

multi-story building, repainting up to the level of the floors directly affected by the degradation.

24. **Repair costs of firmly embedded or mounted glass** are the costs incurred in connection with an insured event for the repair or replacement of firmly embedded or mounted glass, including all kinds of glass, including artificial glass made of polycarbonate or polymethylmethacrylate (Plexiglas):

- mounted in the external structural openings of buildings (windows, doors, etc.), including glued sensors of electrical security systems or fire alarms, special surface finishes (glued foils, glass etching or staining, etc.),
- mounted into fixed in-built parts of the building (e.g. partitions, walls)
- in terraces and loggias,
- mounted inside the building as part of structural alterations carried out by the insured at their own expense in the premises used under a lease agreement,
- illuminated signs, advertisements, tubes, and panels, including their electrical installations and supporting structures,
- illuminated road signs,

damaged by the All Risks risk group (article 3, paragraph 4 of these OPP-SME-B).

25. **Repair costs of the technological parts of the insured building** are the costs incurred in connection with an insured event for repairing the technological parts of the insured building (e.g. built-in machinery, electronics) damaged by technical risks (Art. 3, para. 3 of these OPP-SME-B).

The insurance does not cover any damage caused directly or indirectly:

- a) by inadequate use, long-term storage, or improper maintenance of the insured property,
- b) by use of the subject of the insurance contrary to the manufacturer's instructions, technical conditions, or technical standards,
- c) by loss, damage, destruction, malfunction, deletion, distortion, or alteration of the insured property's data caused by malicious software,
- d) by unauthorised access to a computer system,
- e) as a result of cavitation,
- f) to the appearance and aesthetic defects that do not affect the functionality of the insured machine,
- g) by costs incurred for the maintenance, normal care, and treatment of the insured machine or costs related to the removal of functional defects, provided that these defects were not caused by the insured event for which the insurer is obliged to provide claim payment, i.e. costs that would have been incurred even in the absence of the insured event,
- h) by costs associated with the alteration of the subject of the insurance in any way,
- i) damage of any kind to operational and auxiliary materials (e.g. fuels, lubricants, chemicals, filter materials, refrigerants, catalytic converters), with the exception of oil and gas fillings for transformers,
- j) by any damage caused by transporting the subject of the insurance as cargo.

26. **Costs of water leaks from water supply installations** are costs incurred in connection with an insured event to cover the costs of a sudden and unexpected leakage of water or any other medium from the internal distribution systems of a structure resulting from the difference between the consumption and the volume of the medium supplied by its supplier. The insurance covers only the

damage that has occurred in causal link with the random event referred to in Article 3, paragraphs 2, 3, and 4 of these OPP-HHI-B (consequential physical damage) for which the insured has the right to receive claim payment. The insurance does not cover any gradual or expected leakage of water or any other medium.

27. **Crash or fall of an unmanned flying object** is a crash or fall of an RC model or pilotless aircraft (drone) which are mobile and remotely controlled by a signal. The RC model is a radio-controlled model of a miniature or imitation of a flying object (e.g. airplane, helicopter).

28. **Crash or fall of a manned flying object** is a crash or fall of a manned flying object (airplane, skimmer, helicopter, airship, hot air balloon, rogallo wing, etc.), of its parts, objects or crew that have fallen therefrom. Crash or fall of a manned flying object also refers to cases where the flying object had taken off with the crew, however, as a result of an event that preceded the crash or fall the crew had abandoned the flying object.

29. **Crash of a motor vehicle driven by the insured** is a crash of any motor vehicle or mobile work machine (this term hereinafter only as the “*vehicle crash*”) driven by the insured, their employees, or by persons living with the insured in the same household. Vehicle crash also means any crash of cargo of the vehicle or throw of objects from the vehicle due to the vehicle crash.

The insured risk *crash of a motor vehicle driven by the insured* does not cover any damage to the motor vehicles, mobile work machines, and cargo thereof.

30. **Crash of a motor vehicle driven by a person other than the insured**, means a crash involving a motor vehicle or mobile work machine (hereinafter referred to as “*vehicle crash*”) driven by a person other than the insured, their employees, or persons living with the insured in the same household. Vehicle crash also means any crash of cargo of the vehicle or throw of objects from the vehicle due to the vehicle crash.

The insured risk *crash of a motor vehicle driven by a person other than the insured* does not cover any damage to the motor vehicles, mobile work machines, and cargo thereof.

31. **Real estate property** means buildings, halls, and structures, including their structural parts and appurtenances.

32. **Wear and tear** is the natural depreciation of the value of an item caused by its use.

33. **Repair** (maintenance) removes mainly partial physical wear and tear or damage for restoration to a previous or serviceable condition. The costs of repair include transportation costs, materials, and labour of the contractor for this service. Restoration to working order means the carrying out of repairs using materials, spare parts, components, or technologies other than the original ones, provided that there is no change in the technical characteristics or performance of the property and no change in its intended use. Maintenance slows down physical wear and tear, prevents its effects, and eliminates minor defects.

34. **Fall of trees, poles, and other objects** is such movement of objects that has the characteristics of a fall induced by the Earth’s gravity, the object not being part of the damaged object.

The insured risk of *fall of trees, poles, and other objects* does not cover any damage caused by the fall of trees, poles, or other objects caused by any human activity.

35. **Fraud** is a deliberate act intended to mislead a person, or to take advantage of a person’s mistake, in order to enrich oneself or another or to cause damage to another person.

36. **Flood** means the inundation of the premises at the place of insurance by water poured from the banks of a surface water body (rivers, lakes, reservoirs, etc.) or has broken those banks. In the case of a fenced watercourse, the body of the levee shall be deemed to be the bank of the watercourse.

The insured risk *flood* does not apply to claims resulting from:

- a) a flood or directly related to a flood within 10 days after having taken out the insurance or after the increase of the sum insured, unless otherwise agreed in the insurance policy,
- b) a flood or in direct connection with a flood, if the insurance policy was concluded on the date of, or during the period of, the declaration of 2nd or 3rd level flood alert and which occurred during that period,
- c) controlled discharge of water from watercourses or reservoirs.

Furthermore, the insured risk *flood* does not cover any damage caused by:

- a) mechanical effects of water in water pipes, canals, and tunnels,
- b) cracking by drought, rotting (decay),
- c) a flood that is foreseeable given the situation at the place of insurance, i.e. if the occurrence of a flood at the place of insurance is more frequent than once every ten years prior to the date of the damage-causing event,
- d) as a result of the absence or malfunctioning of covers preventing wastewater backflow,
- e) groundwater, i.e. a rise in the water level of groundwater not caused by floods,
- f) a rise in the level of a reservoir or lake.

37. **Fire** is any fire in the form of visible flame made off the designated fire ring or which has exited such fire ring and by its own natural force has spread or has been intentionally made and/or spread by an offender. As fire is also regarded as any associated phenomena thereof in the form of heat and combustion products resulting from fire and the effects of the extinguishing medium used in the firefighting.

The insured risk *fire* does not cover any damage caused by:

- a) by the effects of utility fire or radiant heat,
- b) by smouldering with restricted access to air.

38. **Overvoltage, undervoltage** is the effect of electromagnetic energy due to a voltage surge or sudden voltage decrease in the electrical network on insured electric and electrical appliances and equipment, including their electronic components and other electronic components connected to the electric or data network.

39. **Reasonable repair costs of an item** are the price of repairing the insured item (or any part thereof) to the same parameters and performance as the insured item had before the insured event. The price of the repair must be a price that is usual for the location at the time of the damage.

The reasonable repair costs of an item or any part thereof shall not include wage benefits for overtime work, night work, and work on public holidays and rest days, travel and accommodation costs of technicians and experts from abroad, expert witness costs, the costs of earthworks and excavation works, the costs of additional design works, transport costs for sending the damaged item abroad for repair, including express surcharges and air freight for spare parts.

The insurer shall consider as reasonably incurred costs for the repair of an item only those costs which do not exceed:

- a) the new prices of the parts and materials to be replaced as determined by the manufacturer and/or importer and/or dealer of the item in question in the given region of the Slovak Republic,
- b) the repair time standards and technological procedures established by the manufacturer of the respective item and/or the hourly rates of the authorised repairer of the respective item in the given region of the Slovak Republic.

40. **Appurtenances to a building or other structure** are objects which are intended to be permanently used with the building or

other structure, and which are attached to the building or other structure by a structural attachment of a detachable type (e.g. electronic security systems (ESS), electronic fire alarm systems (EFS), antennas, camera systems, shading technology, etc.).

Photovoltaic systems that are an integral part of a building are covered if the following conditions are met:

- a) the photovoltaic system has a certified and functional surge protection and fire protection switch installed,
- b) the structure does not contain any wooden elements and, in the case of roof-mounted photovoltaics, is also structurally fixed to the roof structure or, in the case of a flat roof, is fixed to concrete blocks of sufficient weight and weather resistance,
- c) the photovoltaic modules comply with the technical standards in force, according to the type of construction; and
- d) the photovoltaic system has been installed in accordance with the generally applicable legislation, the technical standards in force, and the recommended standards, and has undergone an initial inspection and is subject to periodic (regular) inspections.

In the event of non-compliance with these conditions, the insurer reserves the right to reduce the claim payment accordingly.

41. **Reconstruction** is such interventions in tangible property that result in a change in their intended use, a qualitative change in their performance, or technical parameters.
42. **Breakage of glass** is its fragmentation, cracking, or such damage when its replacement is necessary because of imminent risk of damage to life or other property.

The insured risk *breakage of glass* does not cover damage to the insured glass caused:

- a) by its breakage in transit,
  - b) by its breakage during installation, assembly, or dismantling,
  - c) by its scratching, plastering, painting, spraying, or other similar means,
  - d) by its thawing,
  - e) by the effects of radiant heat when removing paint or coatings,
  - f) if part of a greenhouse, unless otherwise specified in the insurance policy.
43. **Short circuit in an electric motor** is a short circuit in firmly in-built electric motors intended exclusively for the operation of the insured structure (e.g. electric motors of fans, air-conditioning units, water and sludge pumps, shading systems, lifts), including damage without external cause.

The insured risk *short circuit in an electric motor* does not cover any damage:

- a) to electric motors under warranty,
  - b) caused by the permanent effects of operation, wear and tear, and replacement of components, unless related to an insured event,
  - c) caused by permanent exposure to moisture, atmospheric, temperature, chemical, electrical or mechanical influences,
  - d) caused by corrosion, erosion, rust, oxidation, cavitation, and sediments of all kinds.
  - e) caused by overvoltage, undervoltage,
  - f) caused by lightning strikes.
44. **Wastewater backflow** is any discharge of liquid from a non-public sewer not caused by flood, inundation, or atmospheric precipitation.
  45. **Groundwater** is a rise in the water level of groundwater not caused by flood, inundation, or atmospheric precipitation.

46. **Embezzlement** means the unauthorized appropriation of the entrusted insured item.

47. **Structure** is a built construction made as a result of construction works from building materials, which are firmly connected to the ground or the construction of which requires the adjustment of the ground. Structures are subdivided according to their structural design into buildings (building constructions) and civil engineering structures. Firmly connected to the ground means

- a) any solid connection with the ground,
  - b) any attachment by mechanical parts or by welding to a solid foundation in the ground or to another structure,
  - c) any anchoring by means of piles or cables with anchors in the ground or other structures,
  - d) connection to the networks and equipment of the technical facilities of the area,
  - e) underground installation.
48. **Completed structure** is a structure that was put into proper use on the basis of:
- a) a lawful final inspection permit,
  - b) a lawful decision to waive the final inspection proceeding,
  - c) a lawful permit for early use of the structure.

A structure which has not yet been put into proper use on the basis of a final inspection permit shall also be deemed to be a completed structure, provided that the conditions set out below are simultaneously met:

- a) evidence of satisfactory results of the mandatory tests (inspections) in accordance with the relevant regulations has been submitted to the building authority,
  - b) the fire protection system of the structure is functional and serviceable in accordance with the fire protection project.
49. **Structures on watercourses** are structures built on watercourses that form the structure of the flow profile or interfere with this profile (e.g. dams, culverts, reservoirs, levees, piers, harbours, navigation channels and locks, weirs, steps, head races, small hydroelectric power stations, bank reinforcements, etc.).
50. **Structural components of buildings or structures** are things which due to their nature belong to the building or any other structure and which are generally incorporated into the building or structure or attached thereto by structural connection of non-detachable kind, in particular:

- a) internal distribution systems of cold and hot water (including central heating distribution systems), steam and associated control and measuring equipment, internal sewage systems, internal refuse disposal systems, internal distribution systems for air (air-conditioning and ventilation), and gas, distribution systems of fire-fighting equipment, including fire-extinguishing equipment,
- b) internal wiring, including ceiling and wall lighting and associated switch boxes and panels, internal low-voltage and telecommunications wiring, including security and safety equipment, data network wiring, lightning conductors, passenger and freight elevators, local and central heating, including boilers and heat exchangers,
- c) built-in structures (e.g. made of metal) for fixing equipment and objects, crane runway structures including rails and collectors,
- d) doors, windows, shutters, grilles, blinds, roller blinds, awnings, insulation of buildings and structures of any kind, wall, and ceiling tiles including suspended ceilings (e.g. cassette ceilings), built-in furniture, handrails, built-in works of art in buildings and structures, mailboxes,

- e) basic fixtures and fittings associated with the structure (plumbing fixtures, taps, hand dryers, kitchen ranges, glass-ceramic cooktops, kitchen hoods, boilers),
- f) exterior lighting of buildings and structures, excluding production and operational lighting, lighting of high-rise buildings, traffic signs, and road signs.

51. **Structural alterations** are structural components and appurtenances of a building or any other structure, which the insured has carried out at their own expense in premises owned by another.

52. **Loss of an item** is a state of affairs when in connection with an insured event, the insured, without any active choice on their part, has lost the ability to dispose of such insured item.

53. **Set of items** consists of individual items having the same or similar nature or intended for the same purpose of use/utilization. The insurance of specifically identified items of this nature is called the insurance of **selection of items**.

54. **Weight of snow or ice** is the destructive effects of the excessive weight of snow or ice on roof coverings, load-bearing, and other structures of buildings or other structures.

The excess weight of snow or ice refers to the load on the structure that exceeds the data set forth by the applicable regulations at the time of the final inspection of the building or any other structure.

As insured event caused by the weight of snow or ice is also considered any leakage of melted snow or melted ice water into the structure through an opening made as a result of damage to the structural components of the structure caused by the weight of snow or ice.

The risk of the weight of snow or ice does not cover any damage:

- a) caused as a result of neglect of maintenance of the roof of the building or improper structural design of the roof,
- b) caused as a result of directly or indirectly from dilapidated, rotten, or otherwise damaged roofing, load-bearing, and other structures.

55. **Technical improvement** is the construction of a super-structure, extension, building alterations according to the Building Act, as well as the reconstruction or modernization of property.

56. **Technical condition** is the condition of a property component that represents its actual residual technical and moral condition which it had immediately before the insured event.

57. **Technological parts** of the structure are machines, machinery, and electrical equipment, which are part of the structure.

58. **Lightning strike**

- a) **direct lightning strike** is the direct action of lightning energy or temperature of its discharge on the insured item, including damage or destruction of the insured item by a falling object if its fall is caused by a lightning strike.

The insured risk of *direct lightning strike* does not cover any damage caused by insured risks referred to in Art. 3, paragraph 3, letter d) of these OD.

- b) **indirect lightning strike** is the indirect action of electromagnetic energy due to an excessive increase in current intensity and overvoltage or induction jumps in lightning strikes or discharge of static electricity in the atmosphere on the insured electric and electrical equipment, including electronic elements and other electronic components of these items.

The insured risk of *indirect lightning strike* does not cover any damage:

- (ba) caused to electrical wiring and cabling,
- (bb) to equipment connected to the electrical and/or data network without external cause.

59. **Vandalism:**

- a) **internal vandalism** is intentional damage or intentional destruction caused inside the insured structure committed by a third party (the perpetrator).
- b) **external vandalism** is intentional damage or intentional destruction (e.g. painting, spraying, posters, engraving) of a publicly accessible insured item or of an insured thing located in the area immediately adjacent to a publicly accessible place, committed by a third party (the perpetrator).

The insured risk *vandalism* does not cover any damage:

- a) which was not reported to the police,
- b) in respect of which the insured has not allowed the insurer access to the police investigation or similar file and has failed to provide copies of the documents contained therein at the request of the insurer.
- c) of aesthetic nature (painting, spraying, posters, engraving, etc.), except for the costs of repainting or cleaning the degraded part of the structure, which was degraded, e.g. in the case of a multi-story structure, repainting up to the level of the floors directly affected by the degradation.

60. **Water from non-public distribution systems** is any unexpected and sudden leakage of water, steam, or liquid from non-public distribution systems, i.e. from fixed water or sewerage pipes, heating, air conditioning, solar or fire extinguishing systems, including connected sanitary equipment, fittings or equipment connected to these systems belonging to the insured structure.

This insurance does not cover any:

- a) costs incurred as a result of leakage of water or any other medium (water, sewage, etc.).
- b) damage caused during pressure testing, repairs, or maintenance,
- c) damage to water supply equipment as a result of natural wear and tear or human activity; natural wear and tear is corrosion, erosion, effects of mould, fungi, rot, etc.; human activity is drilling, puncturing, etc.,
- d) damage caused by soil settlement when caused by a risk other than a risk of the Water risks group.

61. **Aquarium, swimming pool, bathtub, or tank water** is any unexpected and sudden leakage of water, steam, or liquid from tanks with a capacity of more than 50 litres.

62. **Water from gutters and downspouts** is any unexpected and sudden leakage of water or liquid from gutters and external downspouts belonging to the insured structure which are designed to drain atmospheric precipitation.

This risk does not cover any damage caused to water supply equipment as a result of natural wear and tear or human activity; natural wear and tear means corrosion, erosion, actions of mould, fungus, rotting, etc., and human activity means drilling, puncturing, etc.

63. **Wild animals** are wild animals, not domestic animals, which have caused damage or destruction to the insured structure on its exterior, e.g. on the exterior walls or roof structure, etc.

The coverage includes also costs:

- a) incurred in the removal of bee, wasp, or hornet nests provided that their removal is preceded by damage caused by wild animals,
- b) incurred in disinsection and/or rodent control in connection with damage caused by wild animals; the above shall not apply in cases where the insured is obliged to carry out these measures pursuant to the legislation in force, the house rules, or any other similar document.

64. **Selection of items** is made of respective specifically identified items listed in the insurance policy.

65. **Explosion** is a sudden destructive display of a compressive force as a result of the expansion of gases or vapours. An explosion of a pressure vessel containing compressed gas or vapour (boiler, pipe, etc.) shall mean a sudden rupture of its walls to such an extent that there is a sudden equalisation of pressure between the inside of the vessel and the outside environment.

The insured risk *explosion* does not cover any damage caused:

- a) by explosion (reaction) in the combustion chamber of engines, gun barrels, and other equipment and activities in which the energy of the explosion is used deliberately,
- b) to pressure vessels and equipment (boilers, pipelines, etc.) as a result of an explosion in these pressure vessels or equipment due to their age, wear and tear, corrosion, or the effects of deposits, sludge, cavitation, and other permanent operational effects.

66. **Volcanic eruption** means a release of pressure caused by a disturbance of the Earth's strata associated with the spewing and pouring of lava, the release of ash, or other materials or gases.

67. **Inundation** means a natural formation of a continuous body of water standing or flowing on the surface of the earth at the place of insurance for a certain period of time. Inundation also means

- a) increase of the groundwater level due to a flood or atmospheric precipitation in the place of insurance,
- b) wastewater backflow caused by flood or atmospheric precipitation at the place of insurance.
- c) unexpected and sudden leakage of water, steam, or liquid from public distribution systems (water, sewerage, heating pipes, etc.).

The insured risk *inundation* does not cover any damage caused:

- a) as a result of the formation of a body of water caused by the insured risk *water from non-public distribution systems*,
- b) as a result of the formation of a body of water caused by an insured risk *flood*,
- c) by the mechanical action of water in water pipes, sewers, and tunnels,
- d) cracking by drought, rotting (decay),
- e) inundation which, given the situation at the place of insurance, is foreseeable, i.e. where inundation at the place of insurance has been more frequent than once in ten years prior to the damage-causing event,
- f) as a result of the absence or malfunctioning of covers preventing wastewater backflow,
- g) a rise in the level of a reservoir or lake.

68. **Earthquake** means tremors caused by movements of the Earth's crust causing damage (e.g. damage to chimneys, cracking of glass, damage to walls, etc.) and also to other structures of similar resistance in the immediate surroundings of the place of insurance.

69. **Re-acquisition** of a new item is the cost, up to the fair value, incurred in the acquisition of an item of the same type, kind, quality, and parameters as it had immediately before the insured event.

70. **Landslide, rock, or earth collapse** is a sudden and unforeseen sliding or collapse of soil, earth, or rock, including objects set in motion by a landslide, caused by natural and climatic influences.

The insured risk *landslide, rock, or earth collapse* (for the purposes of this paragraph referred to as the "landslide") does not cover:

- a) any damage if at the time when the insurance policy is taken out, a landslide in the geological terms has already started,

- b) any damage caused by a landslide which, given the situation at the place of insurance, is foreseeable, i.e. its occurrence is more frequent than once in ten years preceding the date of the damage-causing event,
- c) damage where the landslide was caused by any industrial, construction, or human activity,
- d) damage caused by soil settlement,
- e) costs of groundworks after landslide.

## Article 10 Closing provisions

1. The provisions of these OPP-SME-B 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-B.
3. These OPP-SME-B shall enter into force on 01.07.2024.