

Special terms and conditions for assistance services applicable to property insurance and liability insurance of sole traders and small-sized enterprises

Article 1

Opening provisions

1. These OP-SME on assistance services applicable to property insurance and liability insurance (hereinafter referred to as "OP-SME-AS") supplement the provisions of the VPP-SME and form an integral part of the insurance policy.
2. The provider of the assistance services is the company Europe Assistance s.r.o., with its registered seat at Na Pankráci 1658/121, 140 00 Prague 4, Czech Republic (hereinafter referred to as the "EA").
3. The assistance services are provided continuously 24 hours a day, 7 days a week subject to the conditions listed below.
4. The right to provision of the assistance services reimbursed of the real property and operation insurance arises only if the services are to be provided by the EA.
5. In a situation requiring assistance the telephone number from the territory of SR +421 2 2051 0837 to the EA call centre in Bratislava is available for clients. The EA call operator shall always present himself: "PREMIUM Assistance".
6. When contacting the assistance services, the client is obliged to provide the following information:
 - (a) the name and surname;
 - (b) the number of the insurance policy;
 - (c) contact telephone number.
7. Next, the assistance services staff shall ask the client to provide the following additional information:
 - (a) the address of the place of insurance;
 - (b) birth number/ company ID number (IČO);
 - (c) circumstances relevant to determining to most appropriately address the event.

Article 2

Subject of the insurance

1. The subject of technical assistance insurance is to provide to the insured insurance claim payment by the insurer in form of assistance services, or, as the case may be, in form of reimbursement of works performed by the service provider, to the extent and subject to the conditions set out in these OP-SME-AS in the event of any technical accident, natural accident and door blocking.
2. The insurer's obligation to provide the assistance services in the event of an insured event does not replace and cannot replace the mission of bodies or forces established by law by state or local authorities to provide emergency medical, firefighting, rescuing or exploratory services. Neither financial nor any other form of compensation for any actions carried out by these bodies or forces shall be covered by this insurance.

Article 3

Insured risks

1. The insurance covers direct physical damage to the insured thing caused by a "contingency" which occurred unexpectedly and suddenly during the insurance period at the place of insurance and which is not subject to insurance exclusions in these OP-SME-AS, VPP-SME, DPP-SME or in the insurance policy.
2. The "contingency" may be any of the following "listed" events (insured risk):
 - (a) technical accident,

- (b) natural accident,
- (c) door blocking.
3. In the event of a **technical accident** occurring in the assisted operation, the insurer shall:
 - (a) arrange for the arrival of the technical emergency services of the service provider of the assisted operation and reimburse the related costs up to the applicable insurance claim payment limit;
 - (b) arrange for the works leading to the removal of the causes of the technical accident and to the removal of damage to the assisted operation, its equipment and installations, and shall cover the costs of these works and of the used small-sized material up to the applicable insurance claim payment limit. The costs of works and of the material exceeding the applicable insurance claim payment limit shall not be covered by the insurance indemnity and shall be borne by the insured alone from its own funds. Likewise, the costs of used spare parts are not to be covered by the insurance indemnity and shall be paid by the entitled person alone from its own funds. The works the arrangement or reimbursement of which is covered by the insurance indemnity include the following activities/professions: plumbing, sewage cleaning and heating works, locksmithing (door opening), glazing, electrician works, chimney sweeping, removal of debris and building material waste.
 - (c) arrange for the works required for restoration of the assisted operation into original condition and shall reimburse the costs of such works up to the applicable insurance claim payment limit; the works the arrangement or reimbursement of which is covered by the insurance indemnity include the following activities/professions: works of plumber, heating engineer, gasman, locksmith (lock change), glazier (temporary filling of damaged areas), electrician, chimney sweeper, roofer, cleaning works, removal of debris and building material waste;
 - (d) arrange for the storage of the insured movable property and stock of the assisted operation in the nearest suitable storehouse; where the extent of the technical accident requires relocation of these things, it shall reimburse the costs associated with such storage up to the applicable insurance claim payment sub-limit,
 - (e) arrange for the transport of the insured movable property and stock of the assisted operation to the designated storehouse; where the extent of the technical accident requires relocation of these things, it shall reimburse the costs associated with such transport up to the applicable insurance claim payment sub-limit;
 - (f) arrange for the surveillance of the assisted operation which would otherwise remain unsecured against any entry of third persons and shall reimburse the costs of such surveillance for a period limited by the applicable insurance claim payment sub-limit and up to the amount specified by such limit.
4. In the event of a **natural accident** occurring in the assisted operation, the insurer shall:
 - (a) arrange for the storage of the insured movable property and stock of the assisted operation in the nearest suitable storehouse; where the extent of the natural accident requires relocation of these things, it shall reimburse the costs associated with such storage up to the applicable insurance claim payment sub-limit,

- (b) arrange for the transport of the insured movable property and stock of the assisted operation to the designated storehouse; where the extent of the natural accident requires relocation of these things, it shall reimburse the costs associated with such transport up to the applicable insurance claim payment sub-limit;
 - (c) arrange for the surveillance of the assisted operation for a period up to 48 hours which would otherwise remain unsecured against any entry of third persons and shall reimburse the costs of such surveillance for a period limited by the applicable insurance claim payment sub-limit.
5. In the event that the closed main entrance door of the assisted operation cannot open with the appropriate key or due to loss of that key "**door blocking**", the insurer shall:
- (a) arrange for and pay for the service provider's arrival at the location of the assisted operation;
 - (b) for the benefit of the insured arrange for the works required to open the main entrance door of the assisted operation and ensure the functionality of unlocking and locking thereof, including any replacement of locks, and shall cover the costs of such works up to the applicable insurance claim payment limit.

The insurance indemnity shall include only the ensuring of the performance of the works and, depending on the scope of the assistance services insurance, also the costs of performance of such works and the used small-sized material. Any costs of works and material used in excess of the applicable insurance claim limit shall not be paid by the insurer. Likewise, the insurer shall not pay the costs of used spare parts.

With regard to the provision of this service and in order to protect the property of the insured, the person requesting such service shall be obliged to provide the insurer with assistance in verification of his/her identity and to demonstrate that it is not an illicit entry into the assisted operation. The insurer shall not be obliged to provide this service where doubts about the right of this person to enter the assisted operation are not avoided.

Article 4

Insurance exclusions

1. The right to insurance claim payment shall not arise or may be restricted in the following cases:
 - (a) where the services are arranged otherwise than via the EA, or where the arrangement of the services has not been approved by EA in advance,
 - (b) where the quality and timely provision of services is prevented by circumstances beyond the control of the EA, e.g. change of legislation in the country of the event, decision of the relevant public administration authorities, etc.,
 - (c) where the damage is caused as a result of consumption of alcohol, narcotic or psychotropic substances,
2. The insurer shall not provide insurance claim payment in cases which are directly or indirectly related to strike, war conflict, invasion, attack (regardless of whether war has been declared or not), civil war, rebellion, uprising, terrorism, violent or military takeover of power and civil disturbances, radioactive accident or any other force majeure event.
3. The exclusions from the assistance services insurance referred to in this Article shall under no circumstances prejudice the rights and obligations resulting from the insurance under VPP-SME, OPP-SME-B, OPP-SME-HV, OPP-SME-Z and the insurance policy.
4. Of any works the reimbursement of which is subject of the performance by the insurer shall be excluded any works carried

in the following premises (the insurer shall only provide assistance in arrangement of the works concerned):

- (a) common areas in residential houses and in real properties with more than one flat, such as halls, staircases, common lofts, cellars, pram rooms or shared garages;
 - (b) premises which, due to negligence of basic maintenance, are in a significantly unsatisfactory technical condition,
 - (c) media and energy distribution systems which are not part of the assisted operation (e.g. wirings which are common parts of the building, media distribution systems for the common premises of the real property, public distribution systems etc.).
5. The works of following nature shall be excluded from the works and acts carried out in the assisted operation or its structural components, the reimbursement of which is covered by the insurance claim payment of the insurer (with regard to such works the insurer shall only provide assistance in arrangement of the works concerned):
- (a) ordinary repairs, maintenance, or preventive repairs,
 - (b) cases where administrative bodies have ordered the repairs,
 - (c) the removal of any damage caused by fault of a third party;
 - (d) repairs and actions recommended by the insurer after the insurer's previous intervention or measures the insured has failed to perform, and therefore repeatedly requests assistance services of the same or similar nature,
 - (e) actions required by the insured arising from the statutory obligations of the owner or from the contractual obligations of the facility manager of the building in which the assisted operation is located;
 - (f) removal of consequences of any damage caused by unqualified, unauthorized, or unlawful interference carried out by culpable conduct of the insured;
 - (g) removal of consequences of any damage caused by unqualified, unauthorized, or unlawful interference of a third party;
 - (h) removal of consequences of any damage resulting from any structural repairs or alterations,
 - (i) removal of consequences of any damage caused by negligence of maintenance of utility networks;
 - (j) removal of consequences of any damage caused by actions intended to cause damage to property or health of a third party or intended to violate its rights or by vandalism.
6. The assistance services insurance shall not give rise to any right to insurance claim payment in connection with any damage to movable property of the assisted operation or with the removal of such damage.

Article 5

Territorial scope and place of insurance

1. The assistance services shall apply to insured events occurred in the territory of the Slovak Republic.
2. The place of insurance is defined in Art. "Territorial scope and place of insurance" in the OPP-SME-B with respect to real property and in the OPP-SME-HV with respect to movable property.

Article 6

Insurance claim payment, insurance claim payment limit

1. The upper limit of the insurance claim payment, in the form of reimbursement to the service provider, shall be the following insurance claim payment limit:

TECHNICAL ASSISTANCE

MATERIAL SCOPE	INSURANCE CLAIM PAYMENT LIMIT
A. Removal of the causes of the accident:	
Plumbing works	
Sewage cleaning Heating engineer	
Locksmith (opening of doors)	
Glazier	EUR 130
Electrician	
Chimney sweeper	
Removal of debris and used materials	
TECHNICAL ASSISTANCE	
MATERIAL SCOPE	INSURANCE CLAIM PAYMENT LIMIT
Small-sized material used (fasteners, seals, etc.)	EUR 20
Arrival of the technician at the place of insurance	No limit
Emergency operation:	
Transport of movables	EUR 435
Storage of movables	The arrangement of the service paid by the insured
Protection of unsecured real property	48 hours, up to EUR 660
B. Restoration into original condition:	
Plumber	
Heating engineer	
Gasman	
Locksmith	
Glazier	
Electrician	
Tiler	
Roof tiler	
Tinsmith	
Floor covering installer	
Cabinet-maker	
Masonry works	
Painter	
Lacquer	
Chimney sweeper	
Cleaning works	
Hygiene of the operation:	
Disinfection	
Disinfestation	
Rodent control	
Swarm of bees, wasps	
Animal capture	

2. The part of the cost of the Contractor's service that exceeds the partial indemnity limit or annual indemnity limit is not subject to the indemnity and must be paid by the insured from its own funds.
3. If the insured fails to meet its obligation of assistance to the insurer specified in Article 11, the insurer shall be entitled to reduce the indemnity accordingly.
2. The insurer is entitled to set out in the insurance policy a waiting period of up to three months from the date of the commencement of the insurance. The insurer is not obliged to provide any indemnity of the events occurring during the waiting period which would otherwise be insured events.

3. The insurer is entitled to accordingly reduce the insurance indemnity where the costs associated with the handling of the insured event have been increased by the insured's fault.
4. Where by decision of a court or other public authority the insured has been ordered to be reimbursed with the costs of legal proceedings, it shall be obliged to pay such compensation to the insurer to the extent in so far as the insurer participated with the insurance indemnity in the payment of the costs of the legal proceedings.
5. Where the insured has received compensation a from third party for the expenses incurred which have been covered by the insurance indemnity or by other legal means, the insurer shall be entitled to accordingly reduce the indemnity by the amount which the insured has received as compensation.
6. If, in respect of an imminent or occurred insured event the insured or a person who has incurred rescue costs has a right to compensation or other similar right vis-à-vis another, upon payment of the insurance indemnity of the coinsurance this right shall pass to the insurer and that up to the amount of the sums, which the insurer has paid out of the private coinsurance to the insured or the person who incurred the rescue costs.

Article 7

Obligations of the insured

1. In the event of any damaging event, the insured shall without any delay inform the insurer of its occurrence.
2. The insured is required to report the occurrence of any insured event without any delay via the call centre, which is in operation 24 hours a day. Should the insured fail to meet this obligation, its right for provision of the assistance services shall expire.

Article 8

Definitions

1. **Assisted operation:** any building or structure insured pursuant to the OPP-SME-B. Common areas in residential buildings such as common halls, staircases, lifts, common lofts, cellars, pram rooms, balconies, terraces, or shared garages are not regarded as part of the assisted operation.
2. **Service provider:** any natural or legal person that carries out works arranged by the insurer for the insured.
3. **Small-sized material:** any small-sized supplementary material necessary for repairs such as gaskets, screws, putty, wires, etc. Whole spare parts such as a new faucet or siphon, new lock cylinder, glass panels, etc. are not considered as small-sized material.
4. **Real property:** any buildings and other structures fixed to the earth's surface by solid foundation, including all structural components, technical, energy and technological equipment; the real property may be completed (with a lawful occupancy permit) or under construction.
5. **Insured real property:** any real properties located at the place of insurance specified in the insurance policy. The insurance shall cover such real properties provided that are registered in the accounts of the insured or in any other operational records of the insured in accordance with the applicable legal regulations. The insurance covers the real properties listed in the insurance policy if put into use in accordance with the applicable regulations (this shall not apply to structures under construction).
6. **Works:** services to be arranged by the insurer and reimbursed to the insured in the event of any insured event and the provision of which have been agreed by and between the insured and the service provider.
7. **Damaging event:** any event which gave rise to damage and which may give rise to right to insurance claim payment of this assistance services insurance.

8. **Technical accident:** any accidental, unpredictable failure of technical equipment intended for supply, accumulation or discharge of energy and media required for the normal use of the assisted operation, resulting into supply disruption to the extent which prevents the normal use of the assisted operation or leakage of liquids or gases causing damage to the assisted operation or its structural components to the extent which prevents the normal use of the real property or which could subsequently cause injuries or larger-scale damage to the equipment of the assisted operation, however, not any failure caused by the direct fault of the insured or third party, nor any failure of mobile technical equipment being part of the equipment of the assisted operation or placed in the real property.
9. **Door blocking:** any situation where the closed main entrance door of the assisted operation cannot open with the appropriate key or due to key loss.
10. **Service arrangement and payment for the service:** a form of insurance indemnity where the insurer carries out acts facilitating the provision of services by the service provider for the benefit of the insured to the extent specified in the terms and conditions of insurance and at the same time pays the costs of providing the service to the service provider up to the limit of the insurance claim payment. Any costs associated with the provision of services by the service provider exceeding the limit of the insurance claim payment shall be borne by the insured.
11. **Arrangement of the service:** a form of insurance indemnity where the insurer carries out acts facilitating the provision of services by the service provider for the benefit of the insured to the extent specified in the terms and conditions of insurance, whereas the costs of providing the service are borne by the insured.
12. **Natural accident:** any natural accident, which results into damage to the assisted operation or to the structural components of that operation to the extent preventing its normal use.
13. **Natural disaster:** is the event specified in Art. 3 of the OPP-SME-B.

Article 9 **Closing provisions**

1. These OP-SME-AS form an integral part of the insurance policy and the parties may modify the provisions hereof by agreement in the insurance policy.
2. The provisions of these OP-SME-AS concerning the insured shall also apply to the policyholder (if the policyholder is a person other than the insured) and/or to any other beneficiary.
3. These OP-SME-B shall enter into force on 21.08.20120.