

Special insurance terms for the insurance of goods in transit

in accordance with the law, breaks necessary for personal hygiene, eating and refill of driving fuels.

Article 1 Opening provisions

1. These special insurance terms for the insurance of goods in transit (hereinafter as the "OPPPN") supplement the provisions of the General insurance terms for property insurance (hereinafter as the "VPPM") and are an inseparable part of the insurance policy. The natural hazard insurance is governed by the relevant provisions of the Civil Code, the OPPPN, supplementary insurance terms and the policy.

Article 2 Subject of insurance

1. The subject of insurance is any movable property inclusive any standardly used packaging materials (hereinafter only as the „goods in transit“) that serves for the operation activity of the insured and:
 - (a) is in the ownership or co-ownership of the insured, or
 - (b) it is lawfully used by the insured,
 - (c) the insured has taken over under a written agreement, order or job order for the purpose of provision of services being the authorized business activity of the insured,while the goods in transit are being transported by a vehicle driven by the insured or by a person authorized by the insured carrying out the transport on behalf and on the account of the insured and the vehicle is owned or co-owned by the insured or exclusively used by the insured; for the purpose of this point the insured means any person indicated in the policy as the insured.
2. When arranging for this insurance the subject of this insurance are also the costs (funds) incurred by the insured with:
 - (a) clearing away the remains of the insured goods in transit following the insured event,
 - (b) temporary storage and/or securing of the alternative transport of the insured goods in transit in case the vehicle carrying out the transport has broken down due to a traffic accident during the transport of the insured goods in transit.Unless otherwise stated in the policy, the annual aggregate limit for the costs under this point is in the amount of 10% of the sum insured of the insured goods in transit indicated in the policy, however, in the maximum amount of EUR 500.000. This limit shall be arranged for beyond the sum insured stated for the insured goods in transit.

Article 3 Insurance value

1. The insurance value is the new value of the insured goods in transit unless otherwise stated in the policy.

Article 4 Place of insurance

1. The place of insurance is the territory of Slovak Republic, Czech Republic, Hungary, Austria and Poland unless otherwise stated in the policy.

Article 5 Insured event

1. The insured event is harm, destruction, loss or theft of the insured goods in transit or any part thereof as a result of accidental damaging event caused by a hazard arranged for in the policy and that has occurred during the transport of the goods in transit.
2. The term of transport of the goods in transit is time-limited by the moment of loading the goods into the vehicle and by the moment of unloading the goods from the vehicle. The term of transport of the goods includes breaks

Article 6 Hazards

1. The insurance may be agreed in the policy:
 - (a) in the basic extent – covering insured events caused by hazards stated in the point 2 letters (a) to (c) of this article,
 - (b) in the extended extent – covering insured events caused by hazards stated in the point 2 of this article,
 - (c) in the special extent – covering harm, destruction or loss of the insured goods in transit caused by the insured event not excluded by these OPPPN, VPPM, complementary insurance terms or policy.
2. Hazards:
 - (a) natural hazard event,
 - (b) traffic accident investigated by the police pursuant to the place of occurrence of the insured event,
 - (c) collapse of building,
 - (d) theft by breaking and entering a vehicle including any damage caused to the goods in transit in direct connection with the breaking and entering the vehicle,
 - (e) motor vehicle theft,
 - (f) theft in direct connection with the traffic accident of the vehicle,
 - (g) robbery.

Article 7 Exclusions

1. The insurance shall not cover shipments transported pursuant to the contract of carriage concluded with the carrier or contract of dispatch.
2. The insurance shall not cover any goods that have been damaged or destroyed prior to the loading the vehicle.
3. Unless otherwise stated in the policy, this insurance shall not cover:
 - (a) cash, cash equivalents and valuables,
 - (b) military equipment and technology,
 - (c) dangerous and harmful materials (explosives, toxicants and so on),
 - (d) live animals,
 - (e) objects of artistic, cultural, historical and collector value and their collections,
 - (f) vehicle carrying out the transport,
 - (g) personal things of persons carrying out transport.
4. The insurance shall not cover any damage caused:
 - (a) by unloading and loading of the goods in transit,
 - (b) by inadequate style of driving or due to bad technical condition of the vehicle if these matters have not lead to the traffic accident,
 - (c) by driving in gross violation with the road traffic regulations,
 - (d) when driving the vehicle by a person not having a required authorization for driving of a vehicle or being not capable for driving a vehicle and the insured indicated in the policy has authorized this person to drive the vehicle,
 - (e) by inadequate or improper storage of the goods in transit in the vehicle or by inadequate or insufficient securing of the goods in transit against spontaneous motion caused by dynamic effects of the transport,
 - (f) by natural features of the goods in transit, in particular, by internal defect or perdition, regulated reduction, rust, oxidation, mould, humidity, break, deformation, surface damage, spontaneous ignition, smell catching, unless proved that the indicated effect has been the direct consequence of the hazard,
 - (g) atmospheric conditions (frost, snow, heat, rain) and animal pest unless proved that the indicated effect has been the direct consequence of the hazard agreed upon in the policy,

- (h) by missing or insufficient packaging or damaged prior to the transport,
- (i) by theft, defraudation or any other criminal act against the goods in transit committed by the person carrying out the transport,
- (j) by delayed transport, failing to meet the delivery date, by loss of interest, exchange rate losses and other financial losses,
- (k) to the goods in transit, if the transit of goods requires protection facility against the effects of heat, cold, temperature fluctuation or atmospheric humidity and the vehicle has not been equipped therewith or the damage has occurred due to malfunction of such facility caused otherwise than by a traffic accident or natural hazard.

Article 8 Payment

1. If, as a consequence of an insured event, the following occurs:
 - (a) the destruction, loss or theft of the goods in transit, then the insurer shall provide payment in an amount corresponding costs incurred with the recovery of the goods in transit, however, in maximum amount of the time value of the insured goods in transit at the time imminently prior to the occurrence of the insured event,
 - (b) damage to the goods in transit, then the insurer shall provide payment in the amount of reasonably and efficiently incurred costs necessary for the repair of the goods in transit that are standard in the place and at the time of occurrence of the insured event.

In case the total costs under the letter (b) exceed the time value of the insured equipment at the time imminently before the occurrence of the insured event the insured object shall be regarded as destroyed and the procedure under the letter (a) of this point shall be followed.
2. In case of an insured event as a result of theft of the goods in transit the amount of the payment shall be limited by the manner of securing of the goods in transit against theft at the time of the occurrence of the insured event pursuant to the complementary insurance terms for securing of the goods in transit unless otherwise stated in the policy.

Article 9 Duties of the insured

1. In addition to the duties set out by legal regulations and documents indicated in article 1 point 1 of these OPPPN the insured shall:
 - (a) maintain the vehicle in proper technical condition,
 - (b) observe the maximum allowed weight and maximum loading of the axles of the vehicle,
 - (c) entrust with driving the vehicle only persons having the relevant authorization and being capable thereof,
 - (d) carry out the transport immediately after the loading of the goods into the vehicle via the nearest adequate route to the place of destination if not prevented by material circumstances that are beyond the control of the person carrying out the transport.

Article 10 Interpretation of defined terms

1. Traffic accident for the purpose of this insurance means a crash or collision while the crash is a crash of a vehicle with an immovable barrier (e.g. wall, a steady vehicle) and collision is a crash of a vehicle with a moving object (e.g. automobile, man, animal).
2. Theft by breaking and entering a vehicle means unlawful seizure of goods in transit by an offender following entering a vehicle by opening it with a tool or equipment that has not been designed for opening of the vehicle or in any manifestly violent manner.
3. Motor vehicle theft means an unlawful seizure of a vehicle by an offender by overcoming barriers and mechanisms preventing entry to and driving of the vehicle by unauthorized persons.
4. Robbery represents seizure of the insured goods in transit by an offender while using violence or the threat of imminent violence against a person carrying out the transport or taking advantage of the psychical condition of the person carrying out the transport following an accident or as a consequence of other reason for which such person may not be held

- liable. This, however, shall not apply to physical condition of the person carrying out the transport caused by intentional ingestion of alcohol, drugs or medicaments abuse.
5. Regulated reduction means the difference between the weights declared in the business invoice and measured when unloading in the place of destination that has occurred during transport of bulk goods in transit or liquid substances due to their natural features.
 6. Standardly used packaging materials means pallets, crates, boxes, sacks, sheets and so on.
 7. Damage to goods in transit means change to the condition of objects the goods in transit consist of that may be objectively suppressed by repair or modification or such a condition that may not be objectively modified by repair, nonetheless, these objects may be used for their designed purpose even if their value has been decreased.
 8. Loss of goods in transit means a condition when as a consequence of an insured event the objects being transported forming the cargo of the vehicle has abandoned the storage compartment of the vehicle and due to their nature (e.g. liquid or loose goods in transit) or due to the situation in the place of the insured event (e.g. fall into a watercourse, good in transit dispersed in a great area) could not be put back into transit.
 9. Personal things of persons carrying out transport are things that are usually brought to work. This insurance shall not cover objects indicated in article 7 point 3 in letters (a) to (e) of these OPPPN.
 10. Vehicle carrying out the transport means a road motor vehicle including any trailer/trailers of which are kept records in accordance with the generally binding legal regulations.
 11. Destruction of the goods in transit means change to condition of the objects the goods in transit consist of that may be objectively suppressed by repair only and the price of which has exceeded the time value of the object or such damage as a result of which the object may not be used anymore for its designed purpose.
 12. As natural hazard event is regarded:
 - (a) hailstorm – a phenomena when lumps of ice formed in the atmosphere fall to the earth surface,
 - (b) avalanche – is a rapid flow of snow or ice cover from natural slopes including atmospheric pressure (shock wave) caused by avalanche, crash or fall of a crash or a fall of a flying object with crew - crash or fall of a crash or a fall of a flying object with crew (airplane, skimmer, helicopter, airship, hot air balloon, rogallo wing and so on), its parts, objects or its crew that have fallen therefrom, including any cases when the flying object had taken off with a crew, however, in consequence of an event that had preceded the crash or collision the crew abandoned the flying object,
 - (d) tumble of trees, poles and of other objects - motion of trees, poles and other objects having signs of fall generated by the earth gravity while the object is not part of the insured object,
 - (e) flood – overflowing of spaces in the place of insurance with water that has overtopped banks of surface waters (rivers, lakes, dams and so on) or has broken these banks; in case of dammed watercourse as for banks of the watercourse are regarded the dam supporting mass,
 - (f) conflagration - a fire in a form of visible flame that has been created off the designated fireplace or that has exited the fireplace and by its natural own has spread or has been intentionally created and/or spread by the offender; for conflagration are regarded also its attendant phenomenon in form of heat and combustion products resulting from conflagration and action of the extinguishing agent used while firefighting,
 - (g) direct lightning strike - direct effect of the energy of the lightning or of the heat of its discharge on the insured object including damage or destruction of the insured object by a flying object the fall of which has been caused by the lightning strike,
 - (h) fierce wind – dynamic effect of the air mass moving with a speed of 65 km/h (18,06 m/s) and more including damage or destruction of the insured object by a flying object the fall of which has been caused by the fierce wind,
 - (i) explosion – a rapid destructive display of a shock wave formed due to expansion of gases or vapour; for an explosion of a pressure tank with compressed gas is regarded a rapid disruption its walls to such

- extent that the equalization of pressure between the inner part of the tank and external environment has occurred,
- (j) volcanic eruption - a release of pressure caused by rupture of the earth's crust associated with eruption and casting of lava, escape of ash and of other materials or gases,
 - (k) overflowing - contiguous water area formed by natural forces that persists or flows for some time in the place of insurance.
 - (l) earthquake – shakes of the earth's surface resulting from the motion of the earth's crust with minimum of 6th degree of the European macroseismic scale (EMS-98) in the place of insurance,
 - (m) landslide, collapse of rocks or soil (for this letter hereinafter referred to as "landslide") – rapid and unforeseen slip or collapse of soil, mould or rocks including any objects set into motion by the landslide caused by natural and climatic forces.

Article 11 Closing provisions

1. The OPPPN form an inseparable part of the policy and the parties may modify by way of derogation the provisions thereof in the policy if not specifically prohibited in these OPPPN.
2. The provisions of these OPPPN regarding the insured shall also apply to the policyholder (if the is a person other than the insured) and / or another authorized person.
3. These OPPPN shall enter into force as of 1st January 2017.