

Special insurance terms for property insurance for cases of theft and vandalism

Article 1 Opening provisions

1. These special insurance terms for property insurance for cases of theft and vandalism (hereinafter as the "OPPOV") supplement the provisions of the General insurance terms for property insurance (hereinafter as the "VPPM") and are an inseparable part of the policy. The insurance for cases of theft and vandalism is governed by the relevant provisions of the Civil Code, these OPPOV, contractual arrangements and by the policy.

Article 2 Subject of the insurance

1. In case the subject of the insurance is a building or a structure then this insurance shall also cover its:
 - (a) structural components,
 - (b) structural attachments of the building or structure,
 - (c) firmly inbuilt depositories the content of which is insured,
 - (d) duly installed/mounted external mechanical barriers belonging to the building or structure (e.g. fencing, ramp, turnstile); for objects stated in this letter the joint annual payment limit in amount of 1% of the amount of the sum insured of the insured real property the objects pertain to, however, a maximum amount of EUR 5,000 unless otherwise stated in the policy.
2. Unless otherwise agreed upon in the policy, this insurance shall not cover:
 - (a) cash, cash equivalents and valuables,
 - (b) data carriers and data restoration (hereinafter only as "data carriers"),
 - (c) papers, plans, account books and similar documents, files, drawings (hereinafter only as "documentation"),
 - (d) motor vehicles, trailers of motor vehicles and towing machines registered in the accounting books as tangible fixed assets or inventory,
 - (e) cash registers, coin-and-bill-accepting vending machines (including cash or currency exchange machines) including their contents as well as cash-returning machines,
 - (f) works of art and collections,
 - (g) structural modifications carried out by the insured on its own expenses in premises used under a lease agreement,
 - (h) exhibition models, patterns, prototypes, exhibits and production equipment impracticable for standard production,
 - (i) objects of movable nature placed in open areas,
 - (j) personal things of the employees of the insured.

Article 3 Place of insurance

1. For the objects indicated in article 2 point 2 letters (a) to (c) the place of insurance is a locked depository located in the place of insurance indicated in the policy.
2. For the **transport of cash** hazard the place of insurance is the territory of Slovak Republic unless otherwise stated in the policy.

Article 4 Hazards

1. The insured shall be entitled to receive the payment if the insured object has been stolen:
 - (a) by **theft by breaking and entering**,
 - (b) by **robbery**,
 - (c) while **transport of cash**.

- These hazards shall also cover the damage or destruction of the insured object and of the mechanical barriers serving as protection against theft in connection with commitment or attempted commitment of these offences regardless of the fact whether the very theft by breaking and entering or robbery of the insured object have been accomplished or not.
2. The hazard **vandalism** may be agreed upon in the policy.
 3. Any right to receive payment due to hazards indicated in points 1. and 2. of this article shall be subject to condition that the damaging event had been reported to the police that has carried out the investigation thereof (regardless whether the offender has been identified or not) and the insured has allowed the insurer access to the investigation file or any similar police file and upon request of the insurer has provided copies of documents contained therein.

Article 5 Exclusions

1. This insurance shall not cover:
 - (a) motor vehicles, trailers of motor vehicles produced or approved for purpose of operation in the road traffic or are subject to registration in the vehicle register,
 - (b) aircrafts, watercrafts, railed vehicles, or any other machine able to move in the atmosphere,
 - (c) domestic, farm and wild animals and other species of higher organisms,
 - (d) forests, stands and plants,
 - (e) buildings in construction and objects kept in such building,
 - (f) public transmission and distribution lines for electricity, gas, water and heat distribution systems and public electronic communication networks,
 - (g) software and electronic data,
 - (h) damage caused by defraudation, common theft (i.e. theft without overcoming any barriers),
 - (i) damage caused by intentional action of the employees of the insured if such action has been carried out in the place of insurance during the time when access to the place of insurance has been allowed to these employees,
 - (j) any damage caused by discovery of differences while inventory check or audit.
2. The **transport of cash** insurance does not cover robbery committed between 10:00pm and 6:00am.
3. The insurance against **vandalism** does not cover damage:
 - (a) of aesthetic nature (painting, spray painting, stickers, scratching etc.) that do not affect the functionality of the insured object,
 - (b) caused inside the property.

Article 6 Payment

1. In case of theft of the entry door key to the insured real property by **theft by breaking and entering** or by **robbery** the insurer shall reimburse the necessary costs incurred with:
 - (a) the change of the entry door lock to the insured real property,
 - (b) blocking the stolen key card, purchase and installation of new key cards in case the door has been equipped with a magnetic lock.
2. In case of blocking the lock of the entry door of the insured real property due to **theft by breaking and entering** or due to **robbery** the insurer shall reimburse the necessary costs incurred with unblocking these locks. If the extent of the damage does not allow repair of the lock the procedure under point 1 of this article shall be followed.
3. The provisions of points 1. and 2. of this article shall apply also to entry door locks to the business premises of the insured provided the business

premises of the insured are located in a real property owned by a third party and the locks are owned by the insured.

4. The annual aggregate payment limit for costs under points 1. and 2. is EUR 1,000.00 for all places of insurance altogether and the deductible is EUR 30.00.

Article 7 Types of security measures for the insured property

1. Any right to receive payment due to hazards indicated in article 4 in points 1. and 2. of these OPPOV shall subject to condition that the subject of the insurance at the time of the occurrence of the insured event has been secured in accordance with the types of property security measures against theft and vandalism stated in the policy.

Article 8 Duties of the insured

1. In case of loss of entry door key to the place of insurance or loss of key to the depository where the insured objects are stored in accordance with the security level agreed upon in the policy the insured shall without undue delay procure the replacement of the existing lock with other lock of at least same kind and quality.
2. The insured shall take particular care to keep or avoid any impairment of the property security measure against theft that has been agreed in the policy.
3. In case of occurrence of an insured event the insured shall procure inventory check of the property and procure the insurer any and all documents necessary to verify the accuracy of the performed inventory check.

Article 9 Interpretation of the defined terms

1. **Theft by breaking and entering** means appropriation of the insured object by a third person, if the offender seized the object in the one of the following manner:
 - (a) he entered the place of insurance while provably using an instrument or equipment that has not been designed for its regular opening or entered in any other destructive manner,
 - (b) he entered the place of insurance while using a key designed for its regular opening he had provably seized by theft by breaking and entering or robbery,
 - (c) he entered the security box or depository the content of which has been insured while provably using an instrument or equipment not designed for its regular opening or while using a key designed for its regular opening he had provably seized by theft by breaking and entering or robbery; at the same time he entered the place of insurance where the security box or the depository is located in the manner stated in letter (a) or (b) of this point,
 - (d) he entered the place of insurance otherwise than indicated in letter (a) or (b) of this point while he left behind trace evidences proving its unauthorized presence or there are other evidences (e.g. camera footage) proving the entering and presence of the offender.
2. **Robbery** means seizure of an object by the offender:
 - (a) while using violence or threat of imminent violence against the insured, its employee, other authorized person or person entrusted by the insured:
 - (b) taking advantage of the impaired resistance of the insured, employee of the insured or authorized person or due to physical weakening following an accident (not in a causal relationship with wilful use of alcohol, drug or abuse of medicaments) or as consequence of other reason for which the insured or the entrusted person may not be held liable; persons entrusted by the insured for the purpose of this letter means persons that have been entrusted by the insured with the insured objects, persons entrusted with guarding the goods in transit or persons entrusted by the security service.
3. Entrusted person is an employee of the insured of minimum age of 18, without criminal record, capable of legal acts in full extent and physically and mentally fit to perform the activity he/she has been entrusted with.

4. Transport of cash means robbery of cash or cash equivalents in transport (hereinafter as "cash transport") being carried out by the insured or by the person entrusted by the insured. This insurance shall cover also:
 - (a) robbery at the places of destination while handover or takeover of cash and/or cash equivalents,
 - (b) robbery at the time of impaired resistance of the insured or of the entrusted person due to physical weakening following an accident (not in a causal relationship with wilful use of alcohol, drug or abuse of medicaments) or as a consequence of other reason for which the insured or the entrusted person may not be held liable
5. Defraudation means appropriation of an entrusted insured object.
6. Depositories are spaces bordered by special structure ensuring maximum possible security of objects deposited inside against damage or destruction. For the purpose of these special insurance terms the depositories are referred to as double-shelled fireproof with insulating padding.
7. Vandalism means intentional harm or intentional destruction of a publicly accessible insured object or of an insured object located in an area imminently adjacent to a publicly accessible place committed by a third person (offender).
8. Open area refers to an area outside an interior of a building or structure.

Article 10 Closing provisions

1. The OPPOV 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 OPPOV.
2. The provisions of these OPPOV regarding payment of the premium shall apply also to the policyholder (if the is a person other than the insured) and / or another authorized person.
3. These OPPOV shall enter into force as of 7th March 2018.