

Special Terms and Conditions of the Provision of Assistance Services for the Insurance of Flats, Apartment Buildings and Household

Article 1

Introductory Provisions

1. These Special Terms and Conditions for the Provision of Assistance Services for the Insurance of Flats, Apartment Buildings and Household (hereinafter referred to as "OP-HHI-AS") supplement the Insurance of Flats, Apartment Buildings and Household and form an integral part of the insurance policy,
 2. The provider of assistance services is Europe Assistance s.r.o., with its registered office at: Na Pankráci 1658/121, 140 00 Prague 4, Czech Republic (hereinafter referred to as "EA").
 3. Assistance services are provided 24/7 under the below conditions.
 4. Entitlement to the provision of paid assistance services as a supplement to the insurance of flats, apartment buildings and household arises only if the services are arranged by the insured through EA.
 5. In a situation that requires an assistance service, the insured can call the EA control room in Bratislava at +421 2 2051 0837 from the territory of the Slovak Republic. EA controllers always introduce themselves after answering: "PREMIUM Assistance".
 6. When contacting the assistance service, the insured is obliged to provide the following information:
 - (a) first and last name / business name,
 - (b) number of the insurance policy,
 - (c) contact phone number.
 7. The insured will then be asked by the assistance staff to provide the following additional details:
 - (a) address of the place of insurance,
 - (b) personal/company ID,
 - (c) circumstances relevant to determining the most appropriate solution.
3. In the event of a **technical accident** at the assisted facility, the insurer shall:
 - (a) organize the arrival of the technical emergency service of the service provider at the assisted facility and pay the related costs up to the relevant limit of indemnity,
 - (b) organize the work necessary to eliminate the cause of the technical accident and the damage to the assisted facility, its equipment and facilities, and cover the costs of these works and any small material used, up to the amount of the relevant limit of indemnity. Costs of work and material above the relevant limit of indemnity are not covered and shall be paid by the insured. Likewise, the costs of used spare parts are not covered and shall be paid by the entitled person itself. The work, the organization or payment of which is the subject of indemnity, includes the following activities/professions: plumbing, sewer cleaning, heating work, locksmith work (door opening), glazing work, electrical work, chimney sweep work, removal of debris and waste building material,
 - (c) organize the work necessary to restore the assisted facility to its original state and cover the costs of such work up to the relevant limit of indemnity; the work, the organization or payment of which is the subject of indemnity, includes the following activities/professions: work of a plumber, heating technician, gasman, locksmith (lock replacement), glazier (temporary filling of damaged areas), electrician, chimney sweep, roofer, cleaning work, removal of debris and waste building material,
 - (d) organize the storage of insured movables from the assisted household in the nearest suitable warehouse, if the extent of the technical accident requires the relocation of these items, and pay the costs associated with their storage up to the relevant partial limit of indemnity,
 - (e) organize the transport of insured movables from the assisted household to the specified warehouse, if the extent of the technical accident requires the relocation of these items, and pay the costs associated with this transport up to the relevant partial limit of indemnity,
 - (f) organize the guarding of the assisted facility that would otherwise remain unsecured against the entry of unauthorized persons, and pay the costs of such guarding for a period limited by the relevant partial limit of indemnity, but up to the amount determined by this limit.

Article 2

Subject of Assistance Services

1. The subject of technical assistance is the provision of benefits to the insured by the insurer in the form of assistance services, or in the form of payment for work performed by the service provider, to the extent and under the conditions specified in these OP-HHI-AS.
 2. The insurer's relevant obligation to provide assistance services to the insured in the insured event does not and cannot replace the arrival of units or corps established by law by state or local authorities to perform rescue, fire, recovery or reconnaissance tasks. No financial or other form of compensation is provided from this service for any interventions of these units.
4. In the event of a **natural disaster** at the assisted facility, the insurer shall:
 - (a) organize the storage of insured movables from the assisted household in the nearest suitable warehouse, if the extent of the natural disaster requires the relocation of these items, and pay the costs associated with their storage up to the relevant partial limit of indemnity,
 - (b) organize the transport of insured movables from the assisted household to the specified warehouse, if the extent of the natural disaster requires the relocation of these items, and pay the costs associated with this transport up to the relevant partial limit of indemnity,
 - (c) organize the guarding of the assisted facility for up to 48 hours if it would otherwise remain unsecured against the entry of unauthorized persons, and pay the costs of such guarding up to the relevant partial limit of indemnity.

Article 3

Risks

1. The assistance services cover direct physical damage to the insured item caused by an "accidental event" that occurred unexpectedly and suddenly, during the insurance period, at the place of insurance and which is not excluded in these OP-HHI-AS or in the insurance policy.
2. An "accidental event" may be the following "named" event (risk):
 - (a) technical accident,
 - (b) natural disaster,
 - (c) door blocking.

5. In the event that the closed main entrance door of the assisted facility cannot be opened with the appropriate key or due to a loss of this key, "**door blocking**", the insurer shall:
 - (a) organize and pay for the arrival of the service provider at the place of the assisted facility,
 - (b) organize the work necessary to open the main entrance door of the assisted household for the insured and to ensure the functionality of their unlocking and locking, including the possible replacement of locks, and pay the costs of this work up to the relevant limit of indemnity.

The subject of indemnity is exclusively the provision of work and, depending on the scope of assistance services, also the costs of work and small material used. The costs of work and material used above the relevant limit of indemnity are not paid by the insurer. The insurer also does not reimburse the costs of used spare parts.

In connection with the provision of this service and in order to protect the insured's property, the person requesting the provision of this indemnity is obliged to provide the insurer with cooperation in verifying the identity and prove that it is not illegal entry into the assisted facility. The insurer is not obliged to provide this service if doubts about the entitlement of this person to enter the assisted facility are not dispelled.

Article 4 Exclusions

1. Entitlement to the indemnity does not arise or may be limited in the following cases:
 - (a) if the services are organized otherwise than through EA, or the organization of services is not approved in advance by EA,
 - (b) when quality and timely provision of services is hindered by facts independent of EA's will, e.g. change in legal regulations in the country of the event, a decision of the relevant public administration bodies, etc.,
 - (c) if the damage resulted from the consumption of alcohol, narcotic drugs or psychotropic substances,

The exclusions under this article shall only apply to assistance service insurance.

2. The insurer shall not provide the indemnity in cases directly or indirectly related to a strike, war, invasion, attack (whether war has been declared or not), civil war, rebellion, uprising, terrorism, violent or military seizure of power and civil unrest, radioactive accident or any other force majeure.
3. Exclusions from the assistance services referred to in this article shall in no way affect the rights and obligations arising from the insurance under VPP-MZ, OPP-HHI-B, OPP-HHI-D and the insurance policy.
4. Any work performed at the following premises shall be excluded from the works the payment of which is the subject of the insurer's performance (the insurer will only provide assistance services related to the organization of the relevant works):
 - (a) communal areas in apartment buildings and houses with more than one flat, such as corridors, staircases, common attics, cellars, bicycle rooms or shared garages,
 - (b) premises in significantly unsuitable technical condition due to lack of basic maintenance,
 - (c) media and energy distribution that is not part of the assisted facility (e.g. distribution that forms a common part of apartment buildings, distribution of media for communal areas of apartment buildings, public distribution, etc.),
 - d) buildings under construction that are unsuitable for independent use.

5. The following works shall be excluded from the works and acts performed at the assisted facility or its structures the payment of which is the subject of the insurer's performance (the insurer will only provide assistance services related to the organization of the relevant works):
 - (a) routine repairs, maintenance or precautionary maintenance,
 - (b) repairs ordered by relevant administrative authorities,
 - (c) elimination of damage caused by a third party,
 - (d) repairs and actions recommended by the insurer after a previous intervention by the insurer or a measure not taken by the insured, and therefore assistance services of the same or similar nature are required repeatedly,
 - (e) acts required by the insured, arising from the legal obligations of the owner or the contractual obligations of the building administrator where the assisted facility is located,
 - (f) elimination of the consequences of damage caused by unprofessional, unauthorized or unjustified interventions due to the actions of the insured,
 - (g) elimination of the consequences of damage caused by unprofessional, unauthorized or unjustified interventions by a third party,
 - (h) elimination of the consequences of damage incurred as a result of any construction repairs or modifications,
 - (i) elimination of the consequences of damage caused by a lack of maintenance of utility networks,
 - (j) elimination of the consequences of damage caused by a third party with the intention of causing damage to the property or health of the insured or with the intention of damaging its rights or vandalism.

6. The assistance services do not give rise to an entitlement to the indemnity in any connection with damage to the movable property of the assisted facility or in connection with the elimination of such damage.

Article 5 Territorial validity and place of assistance

1. The assistance services shall apply to events occurring in the territory of the Slovak Republic.
2. The place of assistance is defined in OPP-HHI-B and OPP-HHI-D, in Art. "Territorial validity and place of insurance".

Article 6 Indemnity, limit of indemnity

1. The upper limit of indemnity, in the form of payment to service providers, is the following indemnity limit:

TECHNICAL ASSISTANCE	
MATERIAL SCOPE	LIMIT OF INDEMNITY
A. Elimination of the cause of accident:	
Plumbing work	EUR 130
Sewerage cleaning, Heating technician	
Locksmith (door opening)	
Glazier	
Electrician	
Chimney sweep	
Removal of debris and used material	EUR 20
Small material used (fasteners, gasket, etc.)	
Technician arrival at the place of damage	Unlimited
Emergency operation:	
Transport of movable property	EUR 435
Storage of movable property	Service organization, costs paid by the insured
Guarding the unsecured building	48 hrs., up to EUR 660

Article 8

Definition of Terms

B. Restoration to original condition:	
Plumber	Service organization, costs paid by the insured
Heating technician	
Gasman	
Locksmith	
Glazier	
Electrician	
Tiler	
Roofer	
Tinsmith	
Floorer	
Carpenter	
Masonry works	
Painter	
Varnisher	
Chimney sweep	
Cleaning works	
Facility hygiene:	
Disinfection	Service organization, costs paid by the insured
Disinsection	
Rodent control	
Swarm of bees, wasps	
Capture of animals	

1. **Assisted facility** is a building insured under OPP-HHI-B or structures insured under OPP-HHI-D. Communal areas in apartment buildings, such as communal corridors, staircases, elevators, common attics, cellars, bicycle rooms, balconies, terraces or shared garages, are not considered to be part of the assisted facility.
2. **Service provider** is a natural person or legal entity that performs works for the insured organized by the insurer.
3. **Small material** is small additional material necessary for repairs, such as gaskets, screws, sealant, wires, etc. Whole spare parts, such as a new faucet or siphon, a new lock insert, glass panels, etc., are not considered to be small material.
4. **Technical accident** is an accidental, unforeseeable failure of technical equipment intended for the supply, accumulation or removal of energy and media necessary for normal use of the assisted facility, leading to an interruption of supply to an extent preventing normal use of the assisted facility, or to a leakage of liquids or gases that caused damage to the assisted facility or its structure to an extent preventing its normal use or which could subsequently cause damage to health or major damage to the equipment of the assisted facility, but not a failure caused by the direct fault of the insured or a third party or a failure of mobile technical equipment that is part of the equipment of the assisted facility or located in it.
5. **Natural disaster** is a natural disaster which has resulted in damage to the assisted facility or its structures to an extent preventing its normal use.
6. **Works** are services to be organized by the insurer and paid for the insured in the case of an event, the provision of which is agreed between the insured and the service supplier.
7. **Building** is an apartment building, a garage outside the floor plan of an apartment building and an ancillary building, including all their structures and accessories. The building can be finished or under construction.
8. **Loss event** is an event that results in damage and that could be a reason for entitlement to the indemnity from assistance services.
9. **Door blocking** is a situation where the closed main entrance door of the assisted facility cannot be opened with the appropriate key or due to a loss of the key.
10. **Organization and payment of a service** is a form of indemnity when the insurer performs acts enabling the provision of a service by the service provider to the insured to the extent specified in these conditions and at the same time pays the costs of this service to service providers up to the limit of indemnity. Any part of the costs associated with the provision of services by service providers exceeding the limit of indemnity shall be borne by the insured.
11. **Organization of a service** is a form of indemnity when the insurer performs acts enabling the provision of a service by the service provider to the insured to the extent specified in these conditions and the costs of the provision of this service by service providers shall be borne by the insured.
13. **Natural disaster** is an event specified under Section II Article 2 par. 2 of OPP-HHI-B or OPP-HHI-D.

Article 9

Final Provisions

1. These OP-HHI-AS form an integral part of the insurance policy and the parties may amend their provisions in the insurance policy.
2. These OP-HHI-AS shall take effect on 01.12.2020.

Article 7

Obligations of the Insured

2. The part of the costs of the service provider that exceeds the partial limit of indemnity, or the annual limit of indemnity, is not the subject of indemnity and must be paid by the insured itself.
 3. If the insured fails to fulfil the obligation to cooperate with the insurer specified in these OP-HHI-AS, the insurer is entitled to reduce the indemnity accordingly.
 4. The insurer is entitled to specify in the insurance policy a waiting period of up to three months from the date of commencement of the insurance. The insurer is not obliged to provide indemnity from events that occur during the waiting period.
 5. The insurer is entitled to reduce the indemnity accordingly if there has been an increase in the costs associated with handling the event caused by the insured.
 6. If the insured is reimbursed for the costs of legal proceedings on the basis of a decision of a court or other public authority, the insured is obliged to return this reimbursement to the insurer to the extent to which the insurer has participated in the payment of such costs of legal proceedings.
 7. If the insured is reimbursed by a third party or through another legal relationship for the incurred expenses that would be the subject of indemnity from these services, the insurer is entitled to reduce the indemnity by the amount received by the insured as compensation.
 8. If, in connection with an imminent or actual event, a right to compensation or another similar right has arisen for the insured or a person who has incurred rescue costs against another, this right passes to the insurer upon the payment of benefits, up to the amount paid by the insurer to the insured or the person who has incurred rescue costs.
1. If a loss event occurs, the insured is obliged to immediately inform the insurer of it.
 2. The insured is obliged to report the occurrence of the event immediately via the call centre available 24 hours a day. If the insured fails to fulfil this obligation, its right to assistance services expires.