

## Special Insurance Terms and Conditions for Household Insurance

### PART I.

#### INTRODUCTORY PROVISIONS

1. These OPP for Household Insurance (hereinafter referred to as "OPP-HHI-D") 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 household insurance (hereinafter referred to as the "insurance") shall be governed by the relevant provisions of the Civil Code, the VPP-MZ, these OPP-HHI-D and the insurance policy.

### PART II.

#### PROPERTY INSURANCE

##### Article 1

##### Subject of the insurance

1. The subject of insurance is a set of movables, groups of movables, or individual movables (selection), specified in the insurance policy as individual items that are owned by the insured, used by members of the insured household in the private (non-working) life of citizens.
2. The insurance covers movable assets owned by third parties (items belonging to third parties) only if they are used or taken over by the insured under a written contract.
3. The insurance also covers items that became part of the insured set after the conclusion of the insurance policy, from the day of their inclusion in the set. For items that have ceased to be part of the insured set, the insurance expires on the day of their removal from the set.
4. The subject of insurance may also cover the following costs:
  - (a) Rescue costs.
  - (b) Costs of repairing household building components.
  - (c) Costs of removing residues of the subject of insurance.
  - (d) Costs of cleaning or drying the subject of insurance.
  - (e) Costs of storing the subject of insurance.
  - (f) Fixed costs for household operation.
  - (g) Costs of replacement documents.
  - (h) Costs of replacing lock inserts.
  - (i) Costs of treating and burying a dog or cat.

For the above subjects of insurance, in the case of *permanent housing*, an automatic indemnity limit is agreed (with no right to insurance premium) under the provisions of the insurance policy.

For the above subjects of insurance, in the case of *temporary housing*, an automatic indemnity limit (with no right to insurance premium) is only agreed with regard to selected subjects under the provisions of the insurance policy. Other subjects with no limit specified in the insurance policy are not covered in the case of temporary housing.

This indemnity limit is determined as the relevant percentage (%) of the sum insured specified in the household insurance policy. The indemnity limit so determined is the upper limit of the indemnity value paid from one insured event.

5. The subject of insurance may also cover the following *groups of items*:
  - (a) items in the ancillary premises of a flat,
  - (b) items in a vehicle,
  - (c) vehicle equipment,
  - (d) personal belongings,
  - (e) domestic animals,

- (f) work machines and small vehicles,
- (g) items in the place of temporary residence,
- (h) items in the garage,
- (i) items used for gainful activity,
- (j) items belonging to third parties,
- (k) items on the balcony, loggia or terrace,
- (l) items on the plot,
- (m) building material,
- (n) musical instruments,
- (o) firearms,
- (p) items in common parts and common facilities.

For the above *groups of items*, in the case of *permanent housing*, an automatic indemnity limit is agreed (with no right to insurance premiums under the provisions of the insurance policy).

For the above *groups of items*, in the case of *temporary housing*, an automatic indemnity limit (with no right to insurance premium) is only agreed for selected *groups of items* under the provisions of the insurance policy. Other subjects with no limit specified in the insurance policy are not covered in the case of temporary housing.

This indemnity limit is determined as the relevant percentage (%) of the sum insured specified in the household insurance policy. The indemnity limit so determined is the upper limit of the indemnity value paid from one insured event.

6. If so agreed in the insurance policy, the following Supplementary Subjects of Insurance may also be the subject of insurance:
  - (a) Electronic and optical devices, data carriers.
  - (b) Valuables, stamps and money.
  - (c) Works of art.
  - (d) Bicycles.

The above Supplementary Subjects of Insurance are insured only if the limit of indemnity is agreed for them in the insurance policy. Supplementary Subjects of Insurance without a limit of indemnity specified in the insurance policy, or with this limit equal to zero are not insured.

This limit of indemnity is determined as a fixed amount in EUR. Such a determined limit of indemnity is the upper limit of the indemnity value paid from one insured event.

If so agreed in the insurance policy, the insurance shall also cover other supplementary subjects of insurance than those specified in letters (a) to (d) of this paragraph.

7. The insurance does not cover:
  - (a) motor vehicles, trailers of motor vehicles which are manufactured or approved for the purpose of road use and are subject to registration in the vehicle register,
  - (b) aircraft or other vehicles capable of flying in the atmosphere, vessels, rolling stock,
  - (c) animals other than domestic animals,
  - (d) forests, vegetation and plants,
  - (e) items located in buildings during their repair or technical improvement; this exclusion shall only apply to the part of damage caused by the work or the extent of consequences of which is increased by the work, depending on the impact of such work on the extent of the insurer's obligation to provide insurance indemnity,
  - (f) movable assets located outdoors (fenceless land), under shelters or in open buildings, except for items which, due to their nature (size, weight, durability, etc.), are usually located in such places (building material, etc.),
  - (g) movable assets located in buildings under construction,
  - (h) construction site cabins, inflatable tents and movable assets placed in them,
  - (i) movable assets that are unused or unusable,
  - (j) movable assets stored in a building for which a decision to remove it has been issued,

- (k) active media (e.g. fuels, lubricants, chemicals, filter media, coolants, catalysts, extinguishing media), if the damage to them was not caused in a causal connection with an insured event under these OPP-HHI-D,
- (l) software, electronic data and other intangible assets.

The insurance does not cover the items listed in this paragraph even if they are part of an insured set of items.

## Article 2 Insurance risks

1. The insurance covers direct physical risks 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 the VPP-MZ, these OPP-HHI-D or in the insurance policy.
2. An accidental event may be the following listed event (insurance risk):
  - (a) Risk group Fire:
    - (aa) fire,
    - (ab) direct lightning strike,
    - (ac) explosion,
    - (ad) collision or crash of a manned flying object,
    - (ae) collision or crash of an unmanned flying object,
  - (b) Risk group Elements:
    - (ba) hailstorm,
    - (bb) frost,
    - (bc) avalanche,
    - (bd) heavy snow or ice,
    - (be) flood or inundation,
    - (bf) stormy wind,
    - (bg) volcano eruption,
    - (bh) earthquake,
    - (bi) landslide, collapse of rocks or soil.
  - (c) Risk group Theft:
    - (ca) theft,
    - (cb) robbery at the place of insurance,
    - (cc) internal vandalism,
    - (cd) external vandalism,
    - (ce) robbery outside the place of insurance.
  - (d) Risk group Water:
    - (da) water from non-public distribution,
    - (db) atmospheric precipitation,
    - (dc) water return from the waste pipe,
    - (dd) water from an aquarium, pool, bath or tank,
    - (de) groundwater (increase in subterranean water level),
    - (df) water from gutters and downspouts.
  - (e) Risk group Supplementary Risk Group:
    - (ea) fall of trees, poles and other objects,
    - (eb) sonic boom,
    - (ec) implosion,
    - (ed) smoke,
    - (ee) collision of a motor vehicle driven by the insured,
    - (ef) collision of a motor vehicle driven by a person other than the insured,
    - (eg) indirect lightning strike,
    - (eh) overvoltage, undervoltage,
    - (ei) short circuit in an electric motor,
    - (ej) glass breakage,
    - (ek) refrigeration malfunction or failure,
    - (el) extended warranty of electrical appliances.
3. An accidental event may also be an event other than the events specified (paragraph 2 of this Article of these OPP-HHI-D), which is not further excluded in the VPP-MZ, in other paragraphs of these OPP-HHI-D, in the insurance policy or in this paragraph, the risk group *All risks*.

The risk group *All risks* does not cover damage to the insured item caused by:

- permanent operation, natural wear and tear or ageing, premature wear and tear, material fatigue,
  - permanent exposure to humidity, atmospheric, thermal, chemical, electrical or mechanical effects,
  - corrosion, erosion, rust, oxidation, cavitation, sediments of all kinds,
  - normal atmospheric conditions to be taken into account according to the season and local conditions,
  - inherent nature of the item, regardless of any other concurrent causes,
  - short circuit, voltage fluctuation, overvoltage, induction,
  - construction defect, design defect,
  - a defect in material or workmanship, an internal or latent defect, or material fatigue,
  - operator error, clumsiness, negligence, incorrect design, work error,
  - failure of measuring, controlling, regulating or safety devices,
  - lack of water, oil or lubricants,
  - hardening of the contents of units retaining molten materials or concrete,
  - a failure or interruption in the supply of electricity, gas, water or another medium,
  - a defect related to the item repair, maintenance, reconstruction, modernization, testing and modifications,
  - plants, fungi, moulds or similar organisms, and any by-products or infestations resulting from them (mycotoxins, spores, etc.),
  - genetic alterations to animals or plants,
  - asbestos,
  - subsiding, cracking, shrinking, bulging, expanding or collapsing of the building,
  - water or other media leakage (water rates, sewer rates, etc.).
4. The insurance does not cover damage for which the supplier or contractual partner of the insured is liable under law or contract, including damage covered by the warranty of the manufacturer, contractor, or service provider.
  5. The insurance covers damage, destruction, or loss of the subject of insurance that occurred in a causal connection with the accidental event referred to in paragraphs 2 and 3 of this Article of these OPP-HHI-D (consequent physical damage), resulting in the right of the insured to the insurance indemnity.

## Article 3 Territorial validity and place of insurance

1. Unless otherwise stated in the insurance policy, the insurance covers the insured items only if damage to the subject of insurance occurred at the place stated in the insurance policy as the place of insurance.
2. Unless otherwise stated in the insurance policy, the place of insurance is a place located in the Slovak Republic, defined in the insurance policy by an address or cadastral territory and plot (land) number, and in the case of a separate flat also the flat number where the insured items are located.
3. The place of insurance also includes premises forming the accessories of a flat or family house, including balconies, loggias and terraces, the lower edge of which is more than 3.5 m above the level of the surrounding terrain and more than 1.5 m from a place accessible in the horizontal direction.
4. If the subject of insurance are items placed in a garage at a different address than the insured household, the place of insurance is a place located in the same municipality as the insured household as specified in the insurance policy by a special address of the garage where the insured items are located..
5. The place of insurance for:
  - (a) items in a vehicle,
  - (b) personal belongings,
  - (c) items in the place of temporary residence, is also a place located in the territory of the Slovak Republic.
6. The place of insurance for the risk of robbery outside the place of insurance is a place located in the territory of the Slovak Republic.

7. The place of insurance for building material, items located on the land, work machinery and small vehicles is a fenced land located at the same address as the insured household.
8. When moving, the place of insurance is also a flat or family house outside the place of insurance specified in the insurance policy in the territory of the Slovak Republic, if the insured or the policyholder notifies the insurer in writing, no later than 14 days from the start date of moving, of the address or, in case of an insured event, proves credibly the start date of moving; the insured items are insured in both places of insurance within the specified period for a maximum of 60 consecutive days from the start date of moving, inclusive. After the expiry of the specified period, the place of insurance is considered to be exclusively the new place of insurance to which the insured has moved, or is moving.
9. The insurance also applies also to the place where the insured items were relocated from the place of insurance specified in the insurance policy for a necessary period before an imminent or occurring insured event. This place is covered by the insurance from the day when the insured items were relocated there only if the insured person notified the insurer of this fact within 14 days of an imminent or occurring insured event, providing the insurer with the address and the list of the relocated items.

#### Article 4

##### Insured value, sum insured, limit of indemnity

1. The insured value of the insured item when the insurance is arranged shall be decisive for determining the insured sum.
2. The insured value may be:
  - a) baseline value,
  - b) recommended value,
  - c) nominal value,
  - d) time value.
3. The sum insured represents the upper limit of the insurance indemnity for one insurance period, unless the limit of indemnity is agreed in the insurance policy for the subject of insurance, and it is also the basis for the calculation of the insurance premium. The sum insured should correspond to the insured value of the subjects of insurance.
4. The total sum insured for the insurance of a set of items or selection of items stated in the insurance policy is the sum of the sums insured of the individual insured items which the set of items or selection of items consists of. The sum insured of an individual insured item is the upper limit of the indemnity for one insured event for this item.
5. The policyholder sets the sum insured and is liable for its correctness.
6. Indemnity limits may be agreed in the insurance policy for individual subjects of insurance, sets of items, selections of items, individual insurance risks or groups of insurance risks. This insurance method and indemnity limit has to be expressly stated in the insurance policy or in the annexes thereto.
7. The indemnity limit is the upper limit of indemnity for the insurer for one and all insured events during one insurance period.
8. Unless expressly agreed otherwise in the insurance policy, the insurer shall provide indemnity in one insurance period for all insured events caused by the individual risks from the Elements risk group, for each such risk separately, up to a maximum amount of EUR 3,000,000.
9. In accordance with the last paragraph of Art. Insurance Indemnity, an automatic renewal of the sum insured, or the limit of indemnity is agreed. In such a case, after the payment of insurance indemnity, the sum insured or the limit of indemnity will be renewed to the original amount, i.e. it will be increased by the difference which arises as a result of reduction of the sum insured or the limit of indemnity due to the payment of indemnity. The insurer has the right to request an additional payment of the proportional premium

corresponding to the increase in the sum insured or the limit of indemnity.

For the avoidance of any doubts, if a claim for compensation from the insured event exceeds the agreed sum insured or the limit of indemnity, the amount of indemnity shall be limited by the agreed amount of the sum insured or the limit of indemnity, and the balance payment of indemnity from the renewed sum insured or the limit of indemnity may not be claimed.

#### Article 5

##### Indexation of the sum insured

1. If the indexation of the sum insured is agreed in the insurance policy, the insurer shall annually, during the insurance period, adjust the sum insured of the insured household by a price index from the following annual date.
2. In the case of indexation of the sum insured, the amount of the premium shall also be adjusted proportionately to the adjustment of the sum insured.
3. The price index is determined by the insurer on the basis of data from the Statistical Office of the Slovak Republic on Consumer Price Indices in the Slovak Republic.
4. The insurer has the right to round the sum insured adjusted by the index to whole hundreds of EUR according to mathematical rules.
5. The policyholder and/or the insured may request the insurer to cancel/set up indexation at the end of the insurance period, and the request must be delivered to the insurer in writing no later than six weeks before the end of the insurance period.

#### Article 6

##### Insurance indemnity

1. The insured's right to indemnity from the insurer (insurance indemnity) arises when an *insured event* occurs.
2. If an insured event occurred due to:
  - (a) damage to the subject of insurance, the insured is entitled to indemnity from the insurer in the amount of the reasonable costs incurred to repair the insured item,
  - (b) destruction or a loss of the subject of insurance, the insured is entitled to indemnity from the insurer in the amount of the reasonable costs incurred to reacquire the insured item.
3. In the event of destruction of the insured item, the insurer shall provide indemnity exceeding the time value only if:
  - (a) its actual residual lifespan in terms of law at the time of occurrence of the insured event is higher than the residual serviceability percentage determined also in terms of these regulations,
  - (b) the insured reacquires the insured item within three years from the insured event at the place of insurance, or also at another place within the territory of the Slovak Republic if the reacquisition at the place of insurance is not feasible for legal or economic reasons. The insurer shall provide the part of insurance indemnity exceeding the time value of the item after the insured provides him with documents proving the reacquisition of the insured item.
4. In the event of damage, destruction, loss, or theft of *items belonging to third parties*, the insurer will provide indemnity in the amount of the time value only if the insured is obliged to bear the costs of restoring the damaged, destroyed, lost or stolen item to its original condition under a written contract concluded before the damage. In cases not mentioned in the previous sentence, the insurer is not obliged to provide indemnity.
5. In the event of an insured event on *glass*, the insurer shall also cover reasonable costs of relocation, disassembly, assembly and installation, auxiliary works required to repair or install the insured glass after the insured event; the sum of these costs and the indemnity from the insurance risk breakage of glass may not exceed the agreed limit of indemnity.

6. In the event of damage, destruction or theft of insured stamps or money as a result of an insured event, the insurer shall pay, in the case of:

(a) paper securities or money, the amount spent on amortization and, unless the issuer issues a duplicate, the amount by which the insured's assets in paper securities or money were reduced in their nominal value, expressed in terms of the issue price or exchange rate in accordance with generally binding legal regulations,

(b) stamps, unless the issuer issues a duplicate, the amount by which the insured's assets in stamps were reduced in their nominal value.

7. In the event of theft of the key from the entrance door of the insured household by *burglary or robbery*, the insurer shall provide the necessary costs of:

(a) replacing the entrance door lock,

(b) the cost of blocking stolen chip keys, purchasing and programming new chip keys in the case of doors equipped with a magnetic lock.

In the event of the lock being blocked due to theft by burglary or robbery, the insurer shall cover the necessary costs of unlocking it. If the extent of the damage does not allow the lock to be repaired, the insurer shall cover the necessary costs of replacing the entrance door lock.

The above provisions also apply to the entrance door locks for the insured's household, if the premises of the insured's household are located in someone else's building and the locks are owned by the insured.

8. The insured is entitled to indemnity from the insurer in the event of damage, destruction or theft of the insured item in connection with committing of or attempt to commit these acts, regardless of whether they occurred or not.

9. In the event of an insured event caused by a short circuit in an electric motor, the insurer will primarily pay the costs of rewinding the electric motor, if possible. In other cases, the insurer shall pay an amount corresponding to the reasonable costs of a new electric motor (of similar quality and power) up to the amount of:

(a) a time value of the electric motor,

(b) the limit of indemnity for the risk of a short circuit in the electric motor.

The lower of the stated sums is decisive in terms of the amount of indemnity.

10. In the event of an insured event during extended warranty for electrical appliances, the insurer will provide indemnity only if:

(a) the electrical appliance is part of the equipment of the insured household,

(b) the manufacturer's or retailer's warranty service no longer applies to the electrical appliance or defect,

(c) less than four years have elapsed since the purchase of the electrical appliance at the time of the insured event,

(d) the appliance was purchased as new in the territory of the Member States of the European Union.

The insurer verifies the insured's claim regarding the extended warranty of the electrical appliance and provides the insured with further recommendations in connection with the repair of the electrical appliance; the insured hands over the electrical appliance to the service facility within 30 (thirty) calendar days from the day of reporting the damage-causing event; the insurer reserves the right to designate the service facility to repair the electrical appliance.

If the insurer does not designate a service facility, the insured is entitled to hand over the electrical appliance for repair to a service facility at its own discretion; the insured shall submit the following documents to the insurer after the repair:

(a) original invoice for the repair issued by the service facility,

(b) proof that the given electrical appliance failure is no longer covered by the warranty service,

(c) a copy of the warranty card or a copy of the invoice for the purchase of the electrical appliance or a copy of another document stating the date of purchase,

(d) a document stating the name and address of the seller.

11. The insurer will provide indemnity for all insured events during one insurance period up to:

(a) the insured sum set for the insured item,

(b) the total limit of indemnity agreed in the insurance policy for the insured item, set or selection of insured items,

(c) the total limit of indemnity agreed in the insurance policy for the insurance risk.

The lower of the stated sums shall be decisive for the amount of indemnity.

12. After the payment of indemnity, the sum insured or the limit of indemnity for the relevant item of the subject of insurance shall be reduced by the amount of indemnity paid. The sum insured or the limit of indemnity will be automatically increased to the original amount after the balance payment of the corresponding insurance premium. This balance payment of the premium may be deducted from the indemnity.

## Article 7

### Methods of securing the insured property

1. The right to indemnity in the event of fire for valuables, stamps and money at the place of insurance with the sum insured worth from EUR 5,000.00 arises if, at the time of the insured event, they were stored in properly closed safe cabinets with fire resistance of at least 30 minutes according to the applicable STN EN standard.

2. The right to indemnity in the event of theft or internal vandalism arises if, at the time of the insured event, the subject of insurance was secured in accordance with the methods of securing property against theft or vandalism.

3. In the case of an insured event caused by theft or internal vandalism, the limit of indemnity at the place of insurance is determined by the manner and level of security that the offender overcame at the time of the insured event.

4. In the case of an insured event caused by theft or internal vandalism during the absence of the insured at the place of insurance, all entrance doors must be properly closed and locked and all windows, balcony, loggia, terrace doors and other openings must be properly closed and secured from the inside by a locking mechanism, so that they cannot be opened from the outside without being mechanically damaged or destroyed. If the entrance to the place of insurance has several doors in a row, the outer door is decisive for assessing the level of security of the place of insurance.

5. When verifying the level of security in the case of an insured event caused by theft or internal vandalism, it is decisive whether the place of entry of the offender into the place of insurance was secured in the required manner in accordance with the provisions of this Article.

6. The amount of the sum insured or the limit applicable to the subject of insurance specified in the insurance policy or in these OPP-HHI-D is decisive for the method of securing the place of insurance in the event of theft or internal vandalism.

7. Methods of securing the place of insurance against theft or internal vandalism in the case of permanent housing:

(a) The sum insured for the household up to EUR 20,000.00 inclusive:

- doors to the place of insurance must be solid (continuous door panel without gaps, e.g. iron, wooden, glass, plastic panel) and locked with a cylinder lock,

- windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them.

(b) The sum insured for the household above EUR 20,000.00 to EUR 50,000.00 inclusive:

- doors to the place of insurance must be solid (continuous door panel without gaps, e.g. iron, wooden, glass, plastic panel) and locked with a security lock,
  - windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them.
- (c) The sum insured for the household above EUR 50,000.00:
- Doors to the place of insurance must be locked with a security lock, secured against unhinging and must be:
- security doors, or
  - standard solid doors with a multi-point locking system, or
  - standard solid doors with a cross or full-size latch.
- Doors to the place of insurance must be locked and secured against unhinging.
- And, at the same time, the windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them.
- And the place of insurance must be secured in one of the following manners:
- complex perimeter or spatial protection with an electric security alarm (EZS) with an outlet to an automatic telephone selector (ATV) for at least two telephone numbers, or
  - complex perimeter or spatial protection with EZS with an outlet to a centralized security desk (PCO).
8. Methods of securing the place of insurance against theft or internal vandalism in the case of temporary housing:
- (a) The sum insured for the household up to EUR 20,000.00 inclusive:
- doors to the place of insurance must be solid (continuous door panel without gaps, e.g. iron, wooden, glass, plastic panel) and locked with a security lock,
  - windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them, and if the insured household is located outside the municipality, all glazed parts must be equipped with bars or shutters or window blinds secured from the inside,
- (b) The sum insured for households above EUR 20,000.00 to EUR 50,000.00 inclusive:
- doors to the place of insurance must be solid (continuous door panel without gaps, e.g. iron, wooden, glass, plastic panel) and locked with a security lock,
  - windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them, and if the insured household is located outside the municipality, all glazed parts must be equipped with bars or shutters or window blinds secured from the inside.
  - the place of insurance must be secured with complex perimeter or spatial protection with EZS with an outlet to ATV for at least two telephone numbers.
- (c) The sum insured for the household above EUR 50,000.00:
- doors to the place of insurance must be solid (continuous door panel without gaps, e.g. iron, wooden, glass, plastic panel) and locked with a security lock,
  - windows of the insured premises must be closed so that they cannot be opened from the outside without damaging them, and if the insured household is located outside the municipality, all glazed parts must be equipped with bars or shutters or window blinds secured from the inside,
  - the place of insurance must be secured with complex perimeter or spatial protection with EZS with an outlet to PCO.
9. Methods of securing the place of insurance against theft or internal vandalism for valuables, stamps and money:
- (a) the sum insured up to EUR 5,000.00 inclusive in terms of permanent housing security with the sum insured up to EUR 20,000.00,
- (b) the sum insured above EUR 5,000.00 to EUR 10,000.00 inclusive:
- (ba) stored in a locked safe with a resistance of at least BT 0 according to the applicable STN EN standard, or
  - (bb) in a mobile furniture safe weighing at least 100 kg with a resistance of at least BT 0 according to the applicable STN EN standard, or
  - (bc) if they are not stored in a safe, the entrance door to the place of insurance must be a security door – resistance class 2 and the entire place of insurance must be secured by EZS with an outlet to PCO or EZS with an outlet to ATV.
10. Method of securing the ancillary premises of the flat against theft or internal vandalism:
- (a) all doors to the place of insurance, except for the garage door, must be
- (aa) for the limit of EUR 1,000.00;
    - locked with a cylinder lock or a padlock,
  - (ab) for the limit above EUR 1,000.00
    - solid (continuous door panel free of any gaps, e.g. iron, wood, glass, plastic door panel) and
- (b) the garage door must be locked with a cylinder lock or a security padlock or remote control lock.
11. Method of securing the common parts or common facilities in case of theft or internal vandalism of things placed therein:
- (a) Limit up to and EUR 1,000.00 inclusive
- all doors to the place of insurance must be solid (continuous door panel free of any gaps, e.g. iron, wood, glass, plastic door panel) and locked with a cylinder lock or security padlock.
- (b) Limit above EUR 1,000.00 up to and EUR 5,000.00 inclusive, but no more than the limit specified in the insurance policy
- all doors to the place of insurance must be solid (continuous door panel free of any gaps, e.g. iron, wood, glass, plastic panel) and locked with a cylinder lock or security padlock, and at the same time
  - the item must be attached to a solid structure affixed to the immovable property with an inseparable connection, namely by a mechanical bicycle lock (chain lock, cable lock, u-lock, folding lock) with a value at least 10% of the value of the item, and the connection cannot be broken without destructive disruption of the lock, structure to which the item is affixed, or of the attached item.
12. Method of securing the items located in a garage at a different address than the insured household or for outbuildings and garage at the same address as the insured household:
- (a) the door and the gate to the place of insurance must be locked with a cylinder lock or a security padlock or remote control lock,
- (b) external walls must be masonry; the ceiling and floor must have at least the same mechanical resistance to burglary as the external walls.
13. Method of securing a fenced plot of land belonging to a flat in an residential house or family house, and a family house – the place of insurance must be fenced with functional fencing with a minimum height of 1.40 m and all doors and gates in the fence must be locked.

## **Article 8**

### **Obligations of the insured**

1. In addition to the obligations specified in the VPP-MZ, the insured is obliged to:
  - (a) ensure full flow rate of the sewer drainage pipe,
  - (b) maintain water supply facilities in working order and ensure their regular inspection,
  - (c) ensure adequate heating of the building during cold seasons,
  - (d) close the water supply and drain the pipes in the event of a threat of water damage.
2. The insured is further obliged to secure:
  - (a) the place of insurance in accordance with Art. Methods of securing the insured property of these OPP-HHI-D,
  - (b) functionality of all closing and locking mechanisms,

- (c) operation, maintenance and inspection of EZS in accordance with the operation and maintenance manual; the EZS must be inspected at least once a year in a demonstrable manner, including by carrying out a functional test by the manufacturer or an authorized service company, unless specified otherwise.
3. The insured is obliged to ensure that at the time of the damage-causing event:
    - (a) openable windows and similar openings are properly closed from the inside and, if openable from the outside, they must be properly locked,
    - (b) doors and entrance gates are properly closed and locked,
    - (c) EZS is in a guard state (activated),
    - (d) safes are properly closed and locked.

## **Article 9**

### **Termination of insurance**

1. In addition to the reasons for insurance termination specified in the VPP-MZ, the insurance shall also terminate:
  - (a) upon the termination of the policyholder's legal relationship with the place of insurance, if the policyholder requests the insurer in writing to terminate the insurance,
  - (b) by relocating the subjects of insurance from the insured household to a place of insurance other than the one specified in the insurance policy, except for the case referred to in Art. Territorial validity and place of insurance of these OPP-HHI-D.

## **PART III.**

### **LIABILITY INSURANCE**

## **Article 1**

### **Scope of insurance**

1. If liability insurance has been agreed in the insurance policy for damage within the household insurance, the insurance covers the liability for damage caused by household members in relation to:
  - (a) household operation and activities carried out in private life of citizens at the place of household insurance,
  - (b) activities carried out in private life of citizens outside the place of household insurance within the territorial validity agreed in the insurance policy.

The insurance also applies to the liability of the authorized person for damage caused in connection with the operation of the household and activities in the personal life of citizens in the place of household insurance. basis of a written agreement, occurring on this building.

2. The insurance only covers damage resulting from a damage-causing event during the insurance period, for which the insured is liable within the scope of the insurance conditions (Loss Occurrence insurance principle).
3. The insured has the right to have the insurer compensate the injured party within the scope of the insurance conditions for damage caused in connection with the household operation or caused by the household members for which they are responsible, caused to the item and/or health, while:
  - (a) damage to an item means physical damage to a tangible item including consequent damage to property or lost profit due to the loss of the possibility to use the damaged item or due to loss of functionality of the damaged item,
  - (b) personal injury means bodily injury to a person, including illness or death, and material damage, including lost profit, resulting therefrom, where personal injury also includes regressive claims from health insurance companies related to the personal injury of third parties.
  - (c) other material loss caused in direct connection with personal injury, loss of life and damage to an item, if the insured is liable for the damage under the relevant legal regulation.
4. The insured is also entitled to compensation for reasonable costs:

- (a) incurred in order to avert the damage covered by the insurance and/or to prevent an increase in the extent of the damage covered by the insurance already incurred, except for the costs incurred by the police, fire brigade or rescue service or other entities that are obliged to intervene in the public interest based on legal regulations; the insurance under this paragraph does not cover any costs incurred by the insured for the maintenance, repair of the item, replacement or improvement of the insured building,
- b) of legal representation (up to the amount of the attorney's tariff fee) in connection with a claim against the insured as a result of the damage covered by the insurance, even if the claim against the insured is unjustified, but provided that the insurer has given prior written consent to the legal representation acts of the insured.

Instead of reimbursing the costs of legal representation, the insurer is entitled to appoint a legal representative for the insured to the necessary extent, who will represent the insured in proceedings on compensation for damage at the insurer's cost.

The insured is entitled to notify the insurer within ten days of the insurer's notification that the insured does not agree with the appointment of a legal representative. In such a case, the procedure under the introductory provision of letter b) of this paragraph of these OPP-HHI-D shall apply.

The insurer reserves the right to investigate, review and settle out of court any claim at its own discretion.

5. If the territory of Europe has been agreed as the territorial validity in the insurance policy, the insurer shall reimburse the costs:
  - (a) costs associated with legal representation of the insured or using a forensic expert, in misdemeanor or criminal proceedings against the insured before the competent authority in the visited country for a misdemeanor or negligence offence committed in the visited country during the stay in Europe, as well as costs associated with proceedings for damages, including the legal representation of the insured or using a forensic expert in these proceedings before the competent authority in the visited country, if such proceedings were necessary to establish the liability of the insured.
  - (b) of bail or other financial security related to misdemeanor or criminal proceedings against the insured for a misdemeanor or negligence offence committed in the visited country during the stay in Europe, provided that such proceedings against the insured are connected with detention or custody.

## **Article 2**

### **Insurance exclusions**

1. The insurance does not cover liability for damage:
  - (a) for which the insured is not liable under applicable legal regulations,
  - (b) assumed beyond the scope stipulated by generally binding legal regulations, except in cases for which the insured person would be liable under generally binding legal regulations even if it did not commit to liability for damage by contract or agreement,
  - (c) assumed under a contract other than the insurance policy concluded under these OPP-HHI-D, including compensation for non-fulfilled contractual obligations under this contract,
  - (d) caused by a breach of a legal obligation by the insured before concluding the insurance policy,
  - (e) caused by an action for which a legal regulation imposes an obligation to conclude liability insurance, or which gives rise to claims subject to any compulsory, statutory or compulsory contractual insurance,
  - (f) caused by a delay in fulfilling a legal or contractual obligation,

- (g) caused by non-fulfilment of the obligation to ensure that the insured event does not occur, to take appropriate measures to avert it and to mitigate its consequences,
- (h) not resulting directly from material damage to an item or personal injury, the so-called net financial loss, except in cases where the insurance of net financial loss is expressly agreed in the insurance policy,
- (i) any claims related to a breach of the right to personality protection or other costs resulting from non-material damage,
- (j) caused by a breach of the duty of persons living with the insured in the private (non-working) life of citizens.

2. The insurance also does not cover liability for damage:

- (a) caused by domestic animals bred for profit and by wild animals,
- (b) caused to a building used illegally by the injured party,
- (c) caused as a result of vibration, demolition or removal works or use of explosives,
- (d) caused by failure or fluctuations of public distribution of electricity, gas, water, heat and public electronic communication networks,
- (e) caused by temperature, leaking substances (gases, vapours, smoke, etc.), noise or gradual penetration of moisture,
- (f) caused by fungi, moulds or similar organisms, and any by-products or infestations resulting from them (e.g. mycotoxins, spores),
- (g) caused by the transmission of bacteria, viruses and infectious diseases to humans, animals and plants,
- (h) caused by genetic changes in the organism,
- (i) caused by any material originating in the human body and any derivative or biosynthetic product in the human body,
- (j) to trees, garden and forest crops,
- (k) caused in a causal connection with the production, storage, filling, transport and any handling of dangerous substances, e.g. flammable or explosive materials, toxic substances, etc.,
- (l) caused by formaldehyde, asbestos, silicon, persistent organic pollutants, polychrome biphenyls, methyl tert-butyl ether, lead, mercury, artificial mineral fibres,
- (m) due to a sudden and unforeseeable leak of pollutants (pollution incident),
- (n) caused by design and engineering activities, geological survey,
- (o) during construction work performed by a person other than the household member,
- (p) during the performance of business or other gainful activities,
- (q) caused to the employer in the performance of work tasks in employment relationships, or in direct connection with them,
- (r) caused to items taken over by the insured for repair, modification, sale, safekeeping or the provision of professional assistance (items taken over),
- (s) caused to valuables, stamps, money or works of art,
- (t) caused during motoring and other sports competitions and races, as well as in preparation for them,
- (u) caused by aero-chemical activities,
- (v) caused by the operation of an aircraft, hang glider or other means of air transport,
- (w) caused by the operation of a vessel other than small recreational non-motorized vessels not subject to registration of vessels under applicable law, including sailing boats with a sail area of up to 12 m<sup>2</sup> and windsurfers,
- (x) caused by the exercise of the right to hunt and by a hunting dog in the exercise of this right.

3. The insurance also does not cover liability for damage:

- (a) caused by illegal use of firearms or ammunition, their possession and carrying or by their use during any kind of hunting,
- (b) caused under the influence of alcohol, narcotics or psychotropic substances.
- (c) to movable property that is not owned by the insured, but has been lent to him or is used by him (items used).

4. The insurance also does not cover liability for damage:

- (a) caused to a close person, the entitled person or a person living with the insured in the common household,

- (b) caused by their business partners, their close persons and persons living with the business partners in the common household,
- (c) to a business entity in which the insured, its close person or a person living with the insured has an ownership interest in the amount of the share of this ownership interest.

### Article 3

#### Territorial validity of the insurance

1. The insurance covers insured events that occurred in the territory of the Slovak Republic.
2. If it has been agreed in the insurance policy that the insurance covers the geographical territory of Europe, the insurance covers the insured events that occurred in the territory of the Slovak Republic, European countries, Turkey, Algeria, Morocco, Tunisia, Cyprus, Egypt and the European part of the Russian Federation.

### Article 4

#### Limit of indemnity

1. The sum insured or the limit of indemnity is the amount determined by the insured that must always be stated in the insurance policy.
2. The sum insured or the limit of indemnity is the upper limit of the insurer's indemnity for one insured event under the conditions agreed in the insurance policy.
3. The insurer will provide the indemnity for all insured events during an insurance period up to the maximum amount of twice the sum insured or the indemnity limit.
4. The sublimit is a part of the limit of indemnity agreed in the insurance policy as the maximum amount of compensation that the insurer will pay for a certain type of damage to which the sublimit applies, while the sublimit does not increase the limit of indemnity.
5. The costs of provided health care, indemnity provided from sickness insurance or pension insurance do not increase the limit of indemnity and the insurer will provide their compensation together with compensation for damage of up to a maximum of 10% of the sum insured or the limit of indemnity for liability insurance, unless otherwise stated in the insurance policy.
6. The costs of preventing damage covered by the insurance and/or preventing an increase in the extent of damage already covered by the insurance do not increase the limit of indemnity and the insurer will provide their compensation together with compensation for damage of up to a maximum of 20% of the sum insured or the limit of indemnity for liability insurance, unless otherwise stated in the insurance policy.
7. The costs of legal representation do not increase the limit of indemnity and the insurer will provide their compensation together with compensation for damage of up to the amount of the sum insured or the limit of indemnity for liability insurance, unless otherwise stated in the insurance policy.

### Article 5

#### Insurance indemnity

1. Multiple time-related instances of damage resulting, directly or indirectly, from the same cause, source, circumstance, event, or other danger, are considered one damage, regardless of the number of injured parties (serial damage). The moment of occurrence of each damage from serial damage, regardless of the actual moment of its occurrence, is understood as the moment when the first of them occurred.
2. The insurer has the right to refuse indemnity if the insured does not object to the limitation period without the insurer's consent, undertakes to pay the time-barred claim or concludes a court settlement or fails to appeal in time against the decision of the competent authorities on damage compensation, unless the

insured has received another written instruction from the insurer within the appeal period.

3. The insurer is entitled to reimbursement of the provided indemnity against the insured, if the insured intentionally misleads the insurer about the material circumstances concerning its obligation to perform.
4. If the insurer has provided compensation for the damage instead of the insured, the insured's right to compensation for damage or another similar right that the insured has against a third party in connection with its liability for damage shall pass to the insurer.
5. If the insured has a right against the injured party or another person to a refund of the amount paid or to a reduction of the pension or to the suspension of its payment, this right passes to the insurer if the insurer paid this amount for the insured or pays a pension for the insured.
6. Also the following rights of the insured shall pass to the insurer:
  - (a) to reimbursement of the costs of proceedings on compensation for damage awarded to the insured against the other party to the proceedings, if the insurer paid them,
  - (b) to settlement or sanction, up to the amounts the insurer paid for the insured.
7. If the insured has paid the costs resulting from an insured event defined in Art. Scope of Insurance, par. 5, of this part of the OPP-HHI-D in cash, the insurer will pay the indemnity in the currency valid in the territory of the Slovak Republic at the exchange rate of funds in foreign currency according to the exchange rate list of the European Central Bank valid on the day of the insured event.

## Article 6

### Obligations of the Insured

1. In addition to the obligations specified in VPP-MZ, the insured is obliged to:
  - (a) inform the insurer in writing that a claim for damages has been asserted against him,
  - (b) inform the insurer in writing that criminal proceedings have been initiated against him in connection with a damage-causing event,
  - (c) inform the insurer in writing that the right to compensation for damage has been asserted against him with court or another body,
  - (d) follow the instructions of the insurer (in particular, during proceedings on damage compensation).
2. In the event of circumstances that justify the transfer of rights, the insured is obliged to immediately notify the insurer and provide him with the documents necessary for the exercise of these rights.
3. In the event of a breach of the obligations specified in these OPP-HHI-D, the insurer is entitled to reimbursement of the provided indemnity from the insured, depending on the seriousness of the breach of an obligation.

## Article 7

### Termination of insurance

1. In addition to the provisions of the VPP-MZ, the liability insurance for damage within the household insurance will also be terminated with the termination of the household insurance.

## PART IV.

### DEFINITIONS

1. **Sonic boom** is a shock wave caused by the flight of a supersonic aircraft.
2. **Atmospheric precipitation** is the condensation or sublimation of water vapour in the air, which then falls on the earth's surface. It is all water in a liquid or solid state (rain, drizzle, snow, hail, snow

grains, freezing rain, hail and snow needles) falling to the earth's surface from all types of clouds, the so-called vertical precipitation.

The insurance risk of *atmospheric precipitation* does not apply to any damage caused by:

- (a) getting soaked, drenched, or soaked with water, the source of which was not atmospheric precipitation,
  - (b) penetration of atmospheric precipitation through openings on the outside of the insured building caused by repair or technical evaluation.
3. **Bicycle** is a non-motorized vehicle propelled by human power of a person or by an auxiliary motor. This category also includes two-wheeled and three-wheeled non-motorized vehicles or quadricycles powered by human power of a person or an auxiliary motor, which do not fall under the category of machines, work vehicles and small vehicles.
  4. **Stormy wind** is the dynamic action of a mass of air moving at a speed of 62 km/h (17.2 m/s) or faster (e.g. windstorm, whirlwind, hurricane, typhoon, cyclone, tornado). If this speed is not ascertained at the place of damage, the insured must prove that the air flow caused damage to caused damage to properly maintained buildings or other equally durable things in the vicinity of the insured item, or that the damage could only have occurred as a result of a stormy wind in the flawless condition of the insured building in which the insured items are located.

For the purposes of determining the wind speed, only the measurement performed by the Slovak Hydrometeorological Institute is accepted. As part of stormy winds, insured events caused by falling or throwing objects onto the insured property are also insured, if the fall or throwing was caused by stormy winds.

5. **Flat** is a dwelling room or a set of dwelling rooms with accessories, including balconies, loggias, or terraces, without a share in the common areas and facilities of residential houses or family houses, arranged in a functional unit with its own closure, intended for living.

**Dwelling room** is a room that due to its construction solutions and facilities meets the conditions for permanent housing.

**Flat accessories** are rooms serving the communication, economic or hygienic functions of the flat. Accessories include ancillary rooms and premises intended to be used with the flat.

**Ancillary rooms** are non-residential rooms in the flat (e.g. bathroom, toilet, pantry) that are under the common closure so they are part of the flat.

**Ancillary premises** are non-residential rooms located outside the flat (e.g. cellar, warehouse, garage in the floor plan of residential houses or family houses), which are not under the common closure, so they are not part of the flat.

6. **Temporary housing** means premises in which the subject of insurance is inhabited for less than 183 days a year or left uninhabited for more than 60 consecutive days during the year. This mainly includes buildings for individual recreation (apartments, small houses, cottages, chalets, etc.), except in cases where these premises are guarded by a security service or equipped with a operating reception desk, in which case it is Permanent housing.
7. **Permanent housing** means that the subject of insurance is inhabited for most of the year (more than 183 days) and at the same time is not left uninhabited for more than 60 consecutive days during the year.
8. **Stamps** are postage stamps, duty stamps, lottery tickets, public transport tickets and coupons, recharge coupons for mobile phones, toll stickers, meal vouchers, securities (stocks, bonds, certificates of deposit, bankbooks, and chequebooks, etc.), payment cards, etc.
9. **Valuables** are:
  - (a) precious metals, precious or semi-precious stones, pearls and items made of them,

(b) costume jewellery, wristwatches and pocket watches, glasses and pens with a selling price of more than EUR 160.

10. **Cylinder lock** is a mechanism that is usually separated from the respective lock and is controlled with a key.

11. **Activities carried out in private life of citizens** mainly include:

- (a) performing recreational sports,
- (b) activities related to the ownership and use of work machines and small vehicles,
- (c) activities related to the ownership and use of a non-motorized vehicles driven by human power of a person or by an auxiliary motorcycle (scooter, bicycle, tricycle, quadricycle, etc.),
- (d) breeding of domestic animals,
- (e) use of accommodation facilities intended for recreation,
- (f) legal possession and use of firearms for private purposes, except of any type of hunting.

12. **Residential house** is a building with at least half of the floor area being intended for housing, consisting of four or more flats, common areas and facilities, with a common main entrance from a public road. A residential house may also include non-residential premises.

13. **Family house** is a building designed primarily for family housing with a separate entrance from a public road with a maximum of three flats, two floors and an attic. This category of houses includes all types of family houses, mainly detached houses, but also terraced, terrace, atrium, semi-detached houses and houses for individual recreation (small houses, cottages, chalets). A family house with more than 1 flat can also include common areas and facilities and non-residential premises.

14. **Security doors** are doors that meet the requirements of the relevant security class standard; they are equipped with a security locking system; have adequate strength, e.g. reinforcement of the door leaf(s) with sheet metal or bars, reinforced hinges with barriers against unhinging and kicking down, or they are equipped with a multi-point security lock; in accordance with STN P ENV 1627, they are divided by resistance into 6 classes, where the resistance class represents the time required to get through these doors.

15. **Standard solid doors** are doors made of chipboard, plastic or other solid material commonly used to make doors with no openings.

16. **Smoke** is smoke suddenly released from combustion, heating, drying or cooking equipment.

The insurance risk *smoke* does not apply to damage caused by permanent exposure to smoke.

17. **Electronic and optical devices** are:

- (a) electronic devices - television, video recorder, video player, tape recorder, game console, radio, voice recorder, laptop or computer and its accessories and peripherals, CD player, DVD player, Blue-ray player, telephone, mobile phone, fax, fax modem, printer, answering machine, all devices and their combinations intended for recording, transmission or reproduction of sound, images or data, calculators, etc.,
- (b) optical devices - camera, video camera, filming or projection equipment, binoculars, microscope, etc.

18. **Electrical appliance** is an electrical device used in a household that utilizes electricity to operate. Electrical appliances include refrigerator, freezer, electric stove, washing machine, dryer, dishwasher, electric oven, mixer (food processor), vacuum cleaner, iron, hair straightener, microwave oven, hair dryer, electronic and optical devices. An electrical appliance may also contain an electric motor.

19. **Erosion** is the physical process of disrupting and eliminating a part of the earth's surface by external (exogenous) factors.

20. **EZS** (electric security alarm) is a system for signalling an alarm in the event of unauthorized entry of persons into the building; the individual functional components of the equipment must be approved by relevant tests carried out by an accredited testing laboratory; service and revisions must be performed in

accordance with the relevant STN and legal regulations related to the cited STN; a functional EZS must further meet the following conditions:

- (a) be in an activated state,
- (b) location of the sensors and their combination must ensure reliable detection of the offender, regardless of the way in which the offender enters or otherwise breaches the secured building (area),
- (c) in the event of an intrusion into the secured building (area) or an attempt to deactivate the EZS, there shall be a demonstrable alarm if the EZS is connected to the ATV or PCO.

EZS may have the following versions:

- (a) EZS with an alarm signal outlet to an acoustic detector (siren) in a secured area or its immediate vicinity, which are directed to the outside area,
- (b) EZS-ATV with alarm signal transmission to at least 2 phone numbers, where at least 1 person must always be able to respond immediately to the received signal and take appropriate measures to prevent or mitigate damage,
- (c) EZS-PCO with alarm signal transmission to a centralized security desk ("PCO"); the PCO displays, evaluates and archives alarm information; the PCO is operated continuously by the police or private security service ("SBS") authorized to do so; the PCO verifies the availability of the connection between the transmission system and the EZS at regular intervals and if reliable signal transmission between the PCO and EZS cannot be verified, the situation is evaluated as sabotage or failure of the EZS; the SBS must have an intervention unit with a maximum arrival time of 15 minutes from the receipt of an alarm, sabotage or failure of the EZS.

21. **Garage** is a free-standing lockable space including garage parking space or garage parking box located outside the floor plan of the residential house or family house used to store a motor vehicle and its accessories located at the same address as the insured household. A garage, garage parking space, garage parking box can also be located at an address other than the insured household, provided that this address is specified in the insurance policy and is located in the same municipality as the insured household. A garage also includes its structural components and accessories.

22. **Pollution incident** is a sudden and unforeseeable release of pollutants causing personal injury and/or damage to items caused or resulting from leakage, dispersion, emission, seepage, vaporization or release of pollutants into the soil, air or watercourses, provided, however, that it is exclusively a sudden, identifiable, unforeseeable and unintentional event that occurred at a specific time at a specific place, and provided, at the same time, that a claim for compensation for damage against the insured person is exercised in writing during the insurance period on the first occasion. Costs and expenditures incurred during the removal, elimination or clearing of the consequences of a pollution incident are included in the damage.

Claims related to environmental damage under Directive 2004/35/EC of the European Parliament and of the Council on environmental liability with regard to the prevention and remedy of environmental damage or in accordance with generally binding legislation governing environmental liability or remedying environmental damage are not considered to be damage due to a pollution incident.

23. **Value:**

- (a) **time** value is the baseline value reduced by the amount corresponding to the degree of wear and tear or other impairment of the item and represents the price that the item had immediately before the insured event.
- (b) **nominal** value is the price stated on money and valuables, or the amount of claim or obligation.
- (c) **recommended** value is the new value of the household determined by the insurer on the basis of the input data provided by the policyholder, which are specified in the draft insurance policy.

(d) **baseline** value is the purchase price of the item stated in the accounting records, which the item had at the time of its acquisition.

24. **Implosion** (negative pressure) is a sudden equalization of pressure inward a space that was previously closed.

25. **Musical instruments** are devices designed or adapted to make music. They differ in the material they are made of, the sound, shape and the way of playing.

26. **Structural mounting** is a fixed connection between the item and the building. A fixed connection between the item and the building can be of the detachable or non-detachable type.

A detachable connection is understood as a connection where only a minimum of hand tools is required to disconnect it.

A non-detachable connection is understood as a connection where the insured item cannot be disconnected without destructively disrupting the connection and/or the insured item.

27. **Security hardware** (shield) covers the cylinder lock from the outside of the door and prevents it from being broken, drilled and pulled out. The hardware must not be detachable from the outside of the door.

28. **Theft** is the appropriation of the insured item by a third party if the offender seizes the item in one of the following ways:

(a) it entered the place of insurance with a demonstrable use of a tool or device which is not intended to open it properly or by any other destructive means,

(b) it entered the place of insurance using a key intended for its proper opening, which was demonstrably seized by burglary or robbery,

(c) it entered the place of insurance in a manner other than those referred to in point (a) or (b) of this paragraph, leaving traces proving its unauthorized presence, or there is other evidence (e.g. camera footage) confirming the intrusion and presence of the offender.

The insurance risk *theft* does not apply to any damage:

- (a) which have not been reported to the police,
- (b) with regard to which the insured did not allow the insurer access to the investigative or similar file of the police and did not provide copies of the documents contained therein at the request of the insurer,
- (c) caused by embezzlement or fraud,
- (d) caused by the loss, i.e. regular theft without overcoming the security of property against theft or vandalism, except for the case specified in paragraph 4 of this Article of these OPP-HHI-D,
- (e) theft or robbery of work machines and small vehicles, bicycles outside the place of insurance,
- (f) to transported valuables, stamps, and money.

29. **Hail** is a phenomenon occurring when pieces of ice formed in the atmosphere fall on the earth's surface.

30. **Avalanche** is a sudden fall of a snow or ice layer from natural slopes, including the atmospheric pressure (shock wave) caused by an avalanche.

31. **Robbery** is a seizure of the item by the perpetrator:

(a) using violence or a threat of imminent violence against the insured, another entitled person, or a person authorized by the insured,

(b) by using reduced resistance of the insured or entitled person or as a result of their physical weakness after an accident (not causally related to conscious consumption of alcohol, drugs or drug misuse) or as a result of another cause for which the insured, entitled person or person authorized by the insured may not be held responsible.

The insurance risk of *robbery* does not apply to any damage:

- (a) which have not been reported to the police,

(b) with regard to which the insured did not allow the insurer access to the investigative or similar file of the police and did not provide copies of the documents contained therein at the request of the insurer.

32. **Place of insurance beyond municipal boundaries** is a place located outside the built-up territory of the municipality or outside the territory designated by the zoning plan for development (the so-called *extravilán* or rural area). Rural area also includes isolated settlements (e.g. artificial scattered settlements, hamlets, cottages, etc.).

In the event that the place of insurance, according to the entry in the title deed, is located in a rural area, but at the same time it is a built-up area of the municipality, or an area designated by the zoning plan for development, for the purposes of insurance the place of insurance is not considered a place beyond municipal boundaries (rural area).

33. **Modernization** is the extension of the equipment or usability of tangible assets by such components that the original assets did not contain, while forming an integral part of the assets. An integral part of assets is understood as independent items intended for common use with the main item and form one property unit with it.

34. **Frost** is a state when the temperature drops below 0 °C provided that such temperature lasted at least for 24 hours (arctic day, or day with all-day frost) and with regard to the place of insurance this state was confirmed by the Slovak Hydrometeorological Institute.

The insurance risk *frost* does not apply to any damage caused by freezing of water as a result of non-heating the insured building.

35. **Bars** are steel bars made of solid material with maximum gaps of 400 cm<sup>2</sup> and a minimum cross-section of 100 mm<sup>2</sup> (diameter of 10 mm) firmly anchored in the external wall (or in the door panel if it protects the glass door panel) in at least four points, non-detachable from the outside; the individual elements must be interconnected inseparably.

36. **Mycotoxins** are toxic organic substances that are produced by a number of microscopic fungi (moulds).

37. **Fixed costs of household operation** are contractually documented costs resulting from a legal obligation, which need to be incurred for the operation of the insured building (administrator fees, energy costs, insurance premiums, loans, taxes, fees, etc.) for the period from the insured event on the insured item until its reacquisition or repair, but for a maximum period of 6 months. Fixed costs do not include costs that the insured would not have incurred if the insured event had not occurred, i.e. costs of indemnity from property insurance (e.g. costs of repairing damaged items).

38. **Costs of treatment and burial of a dog or cat** are costs confirmed by receipts, incurred in connection with an insured event for medically justified intervention, treatment of a dog and/or cat, burial and cremation costs in case of death of a dog and/or cat, provided that these services were performed by a company with an official authorization to perform the burial and/or cremation of small animals.

The insurer will reimburse these costs only in connection with an accident happening to a dog and/or cat demonstrably owned by the insured.

An accident is an unforeseen event that causes injury, illness to the insured dog/cat; an accident is also poisoning and ingestion of various objects; the insurer does not reimburse the costs associated with an accident happening to a cat and/or dog:

- (a) for more than 2 pets per one insured event,
- (b) if the animal is less than 6 months old at the time of the accident,
- (c) if the insured dog or cat at the time of the accident has no mandatory vaccination (including booster dose),
- (d) occurring before the insurance commencement.

39. **Costs of removing residues** are costs incurred in connection with an insured event for clearing the place of insurance, including the removal of rubble and other residues to the nearest landfill and their storage or destruction.

40. **Costs of storing the insured objects** are costs incurred in connection with an insured event as a result of a legal obligation for hygiene, safety, environmental reasons or in the public interest, for storing the insured items in leased premises.

41. **Costs of cleaning or drying the insured object** are costs incurred in connection with an insured event, as a result of a legal obligation for hygiene, safety, environmental reasons or in the public interest, for cleaning or drying the insured object.

42. **Costs of replacement documents** are standard official (not express) fees incurred in connection with an insured event for issuing identity and driving licenses, passports and other documents of household members.

43. **Costs of replacing a lock insert** are costs incurred in connection with an insured event for the replacement of the entrance door lock insert at the place of insurance after the loss of keys, if the key was damaged, destroyed or lost due to theft or robbery, even outside the place of insurance.

44. **Rescue costs** are reasonable and functionally incurred costs under the article Rescue Costs of the VPP-MZ.

45. **Collision or crash of an unmanned flying object** is a collision or crash of an RC model or an unmanned aerial vehicle (drone) that is movable and controlled remotely by a signal. An RC model is a radio-controlled scale model, or an imitation of an aerial vehicle (e.g. aircraft, helicopter).

46. **Collision or crash of a manned flying object** is a collision or crash of a manned aerial vehicle (aircraft, glider, helicopter, airship, balloon, hang glider, etc.), its parts, objects or crew that have fallen from it. Collision or crash of a manned flying object also include cases where the flying object took off with a crew, but as a result of an event preceding the collision or crash, the crew left the flying object.

47. **Collision of a motor vehicle driven by the insured** is a collision of a motor vehicle or mobile industrial machine (hereinafter referred to as "*vehicle collision*") driven by the insured or persons living with the insured in a common household. Vehicle collision also includes the collision of a vehicle cargo or the ejection of an object caused by a vehicle collision.

The insurance risk *collision of a motor vehicle* driven by the insured does not apply to any damage caused to motor vehicles and mobile work machines themselves and their cargo.

48. **Collision of a motor vehicle driven by a person other than the insured** is a collision of a motor vehicle or mobile industrial machine (this term hereinafter referred to as "*vehicle collision*") driven by a person other than the insured or persons living with the insured in a common household. Vehicle collision also includes collision of a vehicle cargo or the ejection of an object caused by the vehicle collision.

The insurance risk *collision of a motor vehicle driven by a person other than the insured* does not apply to any damage caused to motor vehicles and mobile work machines themselves and their cargo.

49. **Non-residential premises** means a room or a set of rooms designated by the building authority for purposes other than housing. Non-residential premises do not include flat accessories or common areas and common facilities of a residential house, these can be converted into non-residential premises only with the permission of the building authority.

50. **Refrigeration equipment malfunction or failure** is a malfunction or failure of the refrigeration or freezing equipment due to a power failure, resulting in damage caused to the food stored in them by their spoilage.

The insurance risk of *refrigeration equipment malfunction or failure* does not cover any damage:

- (a) to food after the warranty period,
- (b) arising as a result of planned power outages, which were notified in advance to the insured or the policyholder by the relevant supplier,
- (c) which came about in equipment with no certificate issued by an accredited testing laboratory in the territory of a Member State of the European Union,
- (d) which came about as a result of normal wear and tear of the refrigeration equipment.

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

52. **Repair (maintenance)** removes, in particular, partial physical wear and tear or damage for the purpose of its restoration to original or serviceable condition. The costs of repair include costs of material and work. Restoration to serviceable condition means repair using also non-original materials, spare parts, components or technologies, without changing the technical parameters or increasing the performance or changing the purpose of use of the item. Maintenance slows down physical wear and tear, prevents its consequences and eliminates minor defects.

53. **Fall of trees, poles and other objects** is a movement of objects with the characteristics of a fall caused by the earth's gravity, while the object is not part of the damaged item.

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

54. **Money** is valid national and foreign banknotes and coins.

55. **Fraud** is any wilful action of a person, the intention of which is to mislead a person, or to take advantage of his/her mistake in order to enrich himself/herself or another or to cause damage to another person.

56. **Flood** is the flooding of premises at the place of insurance with water overflowed from the banks of surface water (rivers, lakes, reservoirs, etc.) or breaking these banks. In the case of a fenced watercourse, the banks of a watercourse mean the dam body.

Flood also includes:

- (a) an increase in the ground (subterranean) water level due to floods or atmospheric precipitation at the place of insurance,
- (b) return of water from the sewerage caused by floods or atmospheric precipitation at the place of insurance.

The insurance risk *flood* does not apply to damage-causing events occurring as a result of:

- (a) flood or in direct connection with a flood within 10 days after taking out the insurance or after increasing the sum insured, unless otherwise agreed in the insurance policy,
- (b) flood or in direct connection with the flood, if the draft insurance policy was accepted on the day or during the declaration of level 2 or 3 flood activity and which occurred during this period,
- (c) regulated discharge of water from waterways or reservoirs.

The insurance risk *flood* does not apply to any damage caused by:

- (a) drying out, putrefaction (rotting),
- (b) caused by a flood that with regard to the situation in the place of insurance can be expected, i.e. if the occurrence of floods in the place of insurance was more frequent than once in ten years before the date of occurrence of the damage-causing event,
- (c) caused as a result of missing caps preventing the backflow of water from the sewers, or their malfunction,
- (d) an increase in the level of the ground (underground) water, which was not caused by a flood,
- (e) backwater effect of reservoirs or lakes.

57. **Fire** is a fire in the form of a visible flame that occurred outside the designated fireplace or that left such a fireplace and spread by its own natural force or was intentionally made and/or spread by the perpetrator. Fire also includes its accompanying phenomena in the form of heat and combustion products generated during a fire

and the action of an extinguishing agent used in putting out the fire.

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

- (a) exposure to domestic fire or radiant heat,
- (b) smoldering with limited air access.

58. **Extended warranty on electrical appliances** is a commitment of the insurer that the electrical appliance in the insured household will be, from the expiration of the manufacturer's warranty within four years of its purchase, fit for use for the agreed, otherwise usual purpose or that it will keep its agreed, otherwise usual properties.

The insurance risk *extended warranty of electrical appliances* does not apply to:

- (a) any malfunction caused by the group of risks fire, natural disasters, theft, water or additional risks;
- (b) any malfunction caused intentionally, as a result of conscious negligence or failure to comply with or omission of the manufacturer's or seller's instructions;
- (c) any damage to the surface or appearance of the electrical appliance that does not affect its functioning,
- (d) any malfunction of electrical appliances due to wear and tear of its parts that may be subject of natural wear and tear;
- (e) any error of electrical appliances if not identified by service equipments.

59. **Overvoltage, undervoltage** means the effects of electromagnetic energy on the insured electrical and electrotechnical devices and equipment including their electronic elements and other electronic components as a result of a voltage peak or a sudden decrease in voltage in the electrical network.

The insurance risk *overvoltage, undervoltage* does not apply to any damage:

- (a) caused by the insurance risk *indirect lightning strike*,
- (b) caused to electrical cables and wiring (e.g. supply or connecting cables, sockets, transformers),
- (c) to devices connected to the electrical and/or data network without any external cause.

60. **Household operation** includes mainly:

- (a) activities performed in connection with running a household,
- (b) ownership or use of movable property in the insured household,
- (c) carrying out repairs or technical evaluation in the insured household without support,
- (d) use of the rented building in which the insured household is located.

61. **Reasonable costs of repairing an item** is the price of repairing the insured item (or its part) to restore the same parameters and performance that the insured item had before the insured event. The price of the repair must be usual at the time and place of the damage.

Reasonable costs of repairing an item or its part do not include wage indemnity for overtime work, night work, holiday work, travel and accommodation costs of technicians and experts from abroad, costs of an expert opinion, costs of earthworks and excavations, costs of additional design work, transport costs of sending the damaged item for repair abroad, including express surcharges and air transport of spare parts.

Reasonable costs of repairing an item only include costs that do not exceed:

- (a) new prices of replaced parts and materials set by the manufacturer and/or importer and/or seller of the relevant item in the Slovak Republic in the given region,
- (b) time standards of repairs and technological procedures set by the manufacturer of the relevant item and/or hourly rates of an authorized serviceman of the relevant item in the Slovak Republic in the given region.

62. **Building accessories** mean items intended to be permanently used with the building and connected to the building with detachable structural mounting.

63. **Reconstruction** means interventions in tangible assets resulting in a change in its purpose of use, a qualitative change in its performance or technical parameters.

64. **Recreational sport** is a sports and physical activity performed for pleasure and for own needs of citizens (e.g. health reasons), i.e. not for profit, including skiing and snowboarding on marked tracks, horseback riding and the use of small recreational non-motorized vessels not subject to registration under applicable law, including sailing boats with a sail area of up to 12 m<sup>2</sup> and windsurfers. The condition for the right to indemnity is to report the damage to the police.

65. **Roller blind** is a roller blind made of galvanized steel or aluminium profiles, locked centrally or with a side safety lock.

66. **Glass** means all types of glass, including artificial glass made of polycarbonate or polymethyl methacrylate (plexiglass):

- (a) of counters and showcases,
- (b) of furniture, or other movable assets.

The insurance risk *breakage of glass* does not apply to any damage to the insured glass caused by its breakage that is caused:

- (a) during transport,
- (b) during installation, assembly, or disassembly,
- (c) caused by scratching, beplastering, painting, spraying or by other similar methods,
- (d) caused by its thawing,
- (e) by the effects of radiant heat when removing coatings or stickers,
- (f) which is part of a greenhouse, unless otherwise stated in the insurance policy.

67. **Short circuit in electric motor** is a short circuit of electric motors permanently installed in movable assets including any damage caused without any external cause.

The insured is obliged to prove the age of the electric motor. If he/she fails to do so, the insurer shall provide insurance indemnity in the amount of time value.

The insurance risk *short circuit in electric motor* does not apply to:

- (a) any damage to electric motors within its warranty,
- (b) damage caused by the permanent effects of operation, wear and tear and replacement of parts, except for any replacement in connection with an insured event.
- (c) caused by permanent exposure to moisture, atmospheric, temperature, chemical, electrical or mechanical effects,
- (d) caused by corrosion, erosion, rust, oxidation, cavitation, sediments of all kinds.

68. **Group of items** includes all individual movables at the place of insurance of the same or similar nature (e.g., work machines and small vehicles, garden mechanisms, pets, firearms, etc.) or are intended for the same purpose of use (e.g., for personal use, for gainful activity, etc.) or are located in the same place (in the garage, on the plot, on the balcony, etc.).

69. **Actual residual lifespan** is the technical condition of the property component, which represents its real residual technical and moral condition which it had immediately before the insured event.

70. **Water return from the waste pipe** is the outflow of liquid from non-public sewerage that is not caused by a flood, inundation, or atmospheric precipitation.

71. **Groundwater** is an increase in the groundwater level that is not caused by a flood, inundation or atmospheric precipitation.

72. **Embezzlement** means an unlawful appropriation of the entrusted insured item.

73. **Common areas** are areas of residential houses or family houses with more than 1 flat necessary for its usual and safe use and intended for common use, especially the foundations of the building, roof, corridors, external walls, façades, entrances, stairs, common terraces, attic, loft, horizontal load-bearing and insulating structures and vertical supporting structures.

74. **Common facilities** are facilities forming the equipment of residential houses or family houses with more than 1 flat, such as elevators, laundries and boiler rooms, including technological equipment, dryers, bicycle rooms, common TV antennas, lightning conductors, chimneys, water, heat, sewage, electrical, telephone and gas connections intended for common use by the inhabitants and for the operation of the building and serve exclusively this building, even if they are located outside the building.

75. **Building** is a building structure built by construction works from building products that is firmly affixed to the ground or the placing of which requires modification of the foundation.

Firmly affixed to the ground means:

- (a) fixed by a solid foundation,
- (b) fastening with machine parts or welding to a solid foundation in the ground or to another structure,
- (c) anchoring with piles or ropes with an anchor in the ground or
- (d) on another structure,
- (e) connection to networks and technical equipment of the zone,
- (f) placement underground.

A building means any residential house, family house, garage and ancillary building including all their structures and accessories. The building can be a finished building or a building under construction.

76. **Finished building** is a building suitable for independent use on the basis of:

- (a) valid occupational permit,
- (b) valid decision to waive the occupational permit,
- (c) valid permit for early use of the building.

A building that has not yet been handed over for proper use on the basis of an occupancy permit is also considered a finished building, while, at the same time, the following conditions are required to be met:

- (a) documents were submitted to the building authority proving satisfactory results of the required tests (mandatory inspections) in accordance with the relevant regulations,
- (b) fire protection of the building in terms of the fire protection project is functional and operable.

77. **Building under construction** is a building that is not suitable for individual use (does not meet the definition of a finished building), it is at least at such a stage of construction that its technical and functional arrangement of its first floor is obvious (it is sufficient if the external walls are completely built up to a height of at least one meter a, the partitions inside the building are not necessary) and that is being carried out on the basis of a building permit, or a construction announcement.

78. **Ancillary building** is the following building at the place of insurance of the subject of insurance:

- (a) farm building (shed, barn, workshop, summer kitchen, facilities for breeding domestic animals and growing plants, storage buildings, etc.),
- (b) garden shed, gazebo, shelter for garbage containers, sauna, etc.

79. **Building structures** are items that belong to the building by their nature and that are built into the building or are connected to it by non-detachable structural mounting.

80. **Household building structures** are items that belong to the building where the insured household is located by their nature and that are built into the interior of a flat or family house or are connected to it by structural mounting, in particular:

- (a) internal distribution systems of cold and hot water (including central heating distribution), steam and related control and measuring equipment, internal sewerage, internal waste shafts, internal distribution of air (air conditioning and ventilation) and gases, distribution of fire-fighting equipment, including extinguishing equipment,

- (b) internal wiring, including ceiling and wall lamps and relevant switchboards and distribution boards, low-current and telecommunication internal wiring, including distribution of security and safety equipment, distribution of data networks, lightning conductors, personal elevators, local and central heating, including boilers and heat exchangers,

- (c) built-in structures (e.g., metal) used to attach equipment and objects,

- (d) doors, windows, shutters, bars, roller blinds, blinds, awnings, interior tiling of floors, walls, and ceiling including suspended ceilings (e.g., cassette), built-in furniture, railings, built-in works of art, internal mailboxes,

- (e) basic fittings and equipment associated with the building (sanitary ware, faucets, hand dryers, kitchen stoves, ceramic hobs, kitchen extractor hoods, boilers),

- (f) interior paints, wallpaper, coating or spraying,

- (g) mechanical safety devices (bars, shutters, safe built into the wall or floor, etc.) and electronic (EVS protection against theft by burglary, camera system, fire alarm, etc.).

81. **Building material** is any material that is used for the construction, maintenance, and reconstruction of the building where the insured household is located and that is on the same plot as the insured building. These include naturally occurring substances such as clay, stone, sand, wood, or manufactured products. The subject of insurance does not include more complex building components of a multi-element or movable structure nature, such as windows or doors.

82. **Loss of item** is a situation where the insured has lost, in connection with an insured event and independently of his will, the opportunity to dispose of the item.

83. **Security service** is a regularly trained person who is physically and mentally fit to perform such an activity and is contractually obliged to perform the protection of entrusted property for a specified period of time and in a specified manner.

84. **Firearms** are portable devices that fire, are designed or can be adapted to fire a projectile, using the principle of releasing energy immediately when fired. Firearms also include their main part, component, replica, and imitation.

85. **Work machines and small vehicles** are machines and vehicles with an engine not subject to vehicle registration such as mowers, small tractors, motor handcars and wheelchairs for the disabled, snow and water scooters, two-wheeled and three-wheeled motor vehicles, and quad bikes, etc.

86. **Sports equipment** means sports tools, gear and supplies for summer and winter sports, except for bicycles, work machines and small vehicles used for physical and sports activities of household members.

87. **Technical improvement** is the construction of a superstructure, extension, construction works according to the Building Act, as well as the reconstruction or modernization of property.

88. **Heavy snow or ice** is the destructive effect of excessive weight of snow or ice on roof coverings, load-bearing and other building structures. Excessive weight of snow or ice means a load on the building structure exceeding the values set by the valid standard at the time of issuing an occupational permit. An insured event caused by heavy snow or ice also includes the leakage of water from melting snow or ice into the building through an opening caused by damage to the building structures due to the weight of snow or ice.

The insurance risk *heavy snow or ice* also does not apply to any damage:

- (a) arising as a result of neglecting the maintenance of the roof of the building or improper construction of the roof,
- (b) caused directly or indirectly as a result of dilapidated, rotten or otherwise damaged roof, supporting or other structures.

89. **Safe** is a special storage cabinet with its burglary resistance expressed by a security class determined by a certificate of conformity. The certification must be performed on the basis of tests performed by a national accredited laboratory in accordance with the STN EN 1143-1 standard. A fireproof box is not

considered a safe. Safes weighing up to 200 kg must be built in the floor or wall (e.g. set in concrete, walled in) so that they can only be removed after they have been opened or removed from the floor or wall. The safe must be properly closed and locked and the keys or code combinations from the safe locks must not be stored loosely (e.g., in a desk drawer, in a cupboard) at the place of insurance where the safe is located.

**90. Lightning strike:**

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

The insurance risk *direct lightning strike* does not cover any damage caused by overvoltage or induction of devices connected to the electrical and/or data network.

(b) **indirect** is the indirect effect of electromagnetic energy as a result of an excessive increase in current intensity and jumps from overvoltage or induction during lightning strikes or static electricity discharge in the atmosphere on insured electrical and electrotechnical devices and equipment, including electronic elements and other electronic components of these objects.

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

(ba) caused to electrical cables and wiring (e.g., supply or connecting cables, sockets, transformers),

(bb) to devices connected to the electrical and/or data network without any external cause.

**91. Works of art** - works of an artistic (paintings, collages, drawings, graphics, sculptures, etc.), collectible, historical value, antiques (items older than 100 years at the time of concluding the insurance policy with an artistic or historical value, related to a specific period, artistic style, etc., including antiques of gold, silver, platinum, precious stones or pearls).

**92. Safe cabinets** are spaces surrounded by a special structure that guarantees the maximum achievable level of safety for objects stored inside against their damage or destruction. For the purposes of these OPP-HHI-D, safe cabinets are double-skinned, fireproof with insulation.

**93. Vandalism:**

(a) **internal vandalism** is intentional damage or destruction caused inside the insured building, where the insured household is located, by a third party (offender).

(b) **external vandalism** is intentional damage or destruction (e.g. painting, spraying, plastering, engraving) of an insured item located in an area immediately adjacent to a publicly accessible place or on the same plot as the insured household, committed by a third party (offender).

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

(a) which have not been reported to the police,  
(b) with regard to which the insured did not allow the insurer access to the investigative or similar file of the police and did not provide copies of the documents contained therein at the request of the insurer,

(c) of aesthetic nature (painting, spraying, beplastering, engraving, etc.), which do not affect the functionality of the insured item, except for the costs of repainting or cleaning the degraded item.

**94. Items belonging to third party** are movable assets owned by third parties, which do not belong to the set of movable assets of the insured household, and which are the subject of insurance only if the insured uses them or took them over under a written contract and the insured is obliged to repair the item, acquire a new one, or provide monetary compensation for its damage, destruction or loss. The subject of insurance does not include valuables, stamps, money and works of art, domestic animals, firearms, and ammunition.

**95. Items on the balcony, loggia and terrace** are movable assets that belong to the set of movable assets of the insured household and are stored on the balcony, loggia or terrace placed within the meaning of Part II Article 3 para. 3 of these OPP-HHI-D and belonging to the building where the insured household is located. The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, vehicle equipment, work machines and small vehicles, personal documents, domestic animals, firearms and ammunition, musical instruments.

**96. Items on the plot** are movable assets that belong to the set of movable assets of the insured household, which are intended for outdoor use by the manufacturer and stored on the same plot or terrace at the same ground level as the insured household.

These include garden furniture (table, chair, deck chair, parasol, etc.), portable grill, children's play equipment (swing, slide, climbing frame, etc.) The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, vehicle equipment, work machines and small vehicles, personal documents, domestic animals, firearms and ammunition, musical instruments, sports equipment, bicycles.

**97. Personal belongings** are items that belong to the set of movable assets of the insured household, if they are worn or carried by a member of the household at the time of the insured event. The subject of insurance does not include valuables, works of art, work machines and small vehicles, firearms and ammunition, bicycles.

**98. Items used for gainful activity** are movable assets that do not belong to the set of movable assets of the insured household and that are owned by household members as self-employed persons, or, if the household member is an employee, items brought to the place of insurance at the request or with the consent of the employer in connection with the performance of work tasks. The subject of insurance does not include valuables, stamps, money, works of art, domestic animals, firearms and ammunition.

**99. Items in a garage:**

(a) **located at the same address as the insured household** are movables that belong to the set of movables of the insured household and that are stored in the garage at the same address as the insured household. Electronic and optical devices, valuables, stamps, money, works of art, personal documents, pets, weapons and ammunition, musical instruments are not covered by the insurance.

(b) **located at a different address than the insured household** are movable assets that belong to the set of movable assets of the insured household and that are stored in the garage located at an address other than the insured household with a unique registration number, located in the same municipality as the place of insurance but at another address. The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, vehicle equipment, work machines and small vehicles, personal documents, domestic animals, firearms and ammunition, musical instruments, sports equipment, bicycles.

**100. Items in the place of temporary residence** are movable assets that belong to the set of movable assets of the insured household and that are stored for a short time (only during temporary stay) in other residential buildings (hotels, guest houses, halls of residence), where household members live temporarily for up to 10 months. Temporary residence must be proved by a proof of payment issued by the service provider.

Temporary residence does not include a temporary stay in a flat or family house. The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, vehicle equipment, work machines and small vehicles, personal documents, domestic animals, firearms and ammunition, musical instruments, bicycles.

**101. Items in common parts and common facilities** are movables that belong to the set of movables of the insured household, and which are placed in common parts or common facilities of residential houses or family houses with more than 1 flat.

Electronic and optical devices, valuables, stamps, money, works of art, vehicle equipment, working machines and small vehicles, personal documents, pets, weapons and ammunition, musical instruments are not covered by the insurance.

102. **Items in ancillary premises of a flat** are movable assets that belong to the set of movable assets of the insured household and that are stored in the ancillary premises of the flat. Ancillary premises are non-residential rooms outside the flat (e.g. cellar, warehouse, garage in the floor plan of the building). The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, personal documents, domestic animals, firearms and ammunition, musical instruments.

103. **Items in a vehicle** are movable assets that belong to the set of movable assets of the insured household and that are stored for a short time (only during their transport from/to the place of insurance) in the motor vehicle of the household members. The subject of insurance does not include electronic and optical devices, valuables, stamps, money, works of art, personal documents, domestic animals, firearms and ammunition, musical instruments, bicycles, movables intended for sale or transported for remuneration and movables visible from the outside of the vehicle.

104. **Water from non-public distribution systems** is unexpected and sudden leakage of water, steam or liquid from non-public distribution systems, i.e. fixed water supply or sewerage pipes, heating, air-conditioning, solar or fire-fighting systems, including connected sanitary installations, fittings or equipment connected to these systems belonging to the insured building. Insurance risk *water from non-public distribution systems* does not apply to:

- (a) any damage caused during pressure tests, repairs, or maintenance of items,
- (b) any damage caused to water supply equipment as a result of natural wear and tear or human activity; natural wear means corrosion, erosion, effects of mold, fungi, rotting, etc., human activity means drilling, puncture, etc.,
- (c) any damage caused by soil consolidation if caused by a risk other than a risk from the *Water* risk group.

105. **Water from aquarium, pool, bath, or tank** is unexpected and sudden leakage of water, steam or liquid from tanks with a volume of more than 50 litres that are not part of the internal water, waste and heating systems.

106. **Water from gutters and downspouts** is unexpected and sudden leakage of water or liquids from rain gutters and external downspouts designed to drain atmospheric precipitation.

The insurance risk *Water from gutters and downspouts* does not apply to any damage caused to water systems as a result of natural wear and tear or human activity; natural wear and tear means corrosion, erosion, effects of mold, fungi, rotting, etc., human activity means drilling, puncture, etc.

107. **Wildlife** are wild animals, not domestic animals, which have caused damage or destruction of the insured building on its outside, e.g., on the external walls or roof structure, etc.

The coverage also includes costs:

- (a) incurred to remove beehives, wasp, or hornet nests, provided that they were preceded by damage caused by wildlife,
- (b) incurred for disinsection and/or rodent control in relation to damage caused by wildlife; this does not apply to cases where the insured is obliged to take the given measures under applicable law, operating rules or another similar document.

108. **Vehicle equipment** means equipment, devices and tools for the maintenance and care of the vehicle, and which are not connected with it. These include spare parts, accessories and equipment of vehicles which are necessary, prescribed or useful for the operation of the vehicle.

109. **Selection of items** are individual movables at the place of insurance specifically identified in the insurance policy.

110. **Explosion** is sudden destructive action of the compressive force created by the expansion of gases or vapours. Explosion of a pressure vessel with compressed gas or steam (boiler, piping, etc.) means sudden rupture of its walls to such an extent that causes sudden equalization of pressure between the inner part of the vessel and the external environment.

The insurance risk *explosion* does not cover any damage caused by:

- (a) by explosion (reaction) in the combustion space of engines, firearm barrels and other devices and activities in which the energy of the explosion is purposefully used,
- (b) on pressure vessels and equipment (boiler, pipes, etc.) as a result of explosion in these pressure vessels or equipment due to their age, wear and tear, corrosion or due to sediments, sludge, cavitation and other permanent effects of operation.

111. **Volcano eruption** is a release of pressure caused by the disruption of the earth's layer associated with the spewing and pouring of lava, the release of ash or other material or gas.

112. **Security lock** is a device consisting of a mortise lock, a safety cylinder and safety hardware. All its parts meet the requirements of at least safety class 3 according to STN EN 1627. The insert must be resistant to pushing and squeezing. Security lock includes an electromechanical lock meeting the resistance requirements specified in this paragraph.

113. **Security padlock** is a padlock that meets the requirements of at least safety class 3 according to STN EN 1627. The padlock has a hardened clamp with a minimum diameter of 10 mm. The latches and loops through which the padlock clamp passes must have comparable mechanical resistance to burglary to that of the padlock clamp, with the latch and loops being fixed on the outside by a non-detachable connection.

114. **Cylinder lock** is a device consisting of a lock, a safety cylinder and safety hardware. The insert must be resistant to pushing and squeezing.

115. **Inundation** is the creation of a continuous water area by natural effects that stands or flows at the place of insurance for a certain period of time. Inundation also includes:

- (a) an increase in the ground (subterranean) water level due to flooding or atmospheric precipitation at the place of insurance,
- (b) return of water from the sewerage caused by inundation or atmospheric precipitation at the place of insurance.

The insurance risk *inundation* does not apply to any damage:

- (a) arising as a result of creation of a water surface caused by the insurance risk *water from non-public distribution systems*,
- (b) caused by drying out, putrefaction (rotting),
- (c) caused by inundation that can be expected with regard to the situation at the place of insurance, i.e. if the occurrence of inundation in the place of insurance was more frequent than once in ten years before the date of occurrence of the damage-causing event,
- (d) caused as a result of missing caps preventing the backflow of water from the sewers, or their malfunctioning,
- (e) increase in the level of the ground (subterranean) water, which was not caused by inundation,
- (f) backwater effect of reservoirs or lakes.

116. **Latch** means at least a 2-point metal locking mechanism of the vertical type, horizontal type or a combination thereof firmly attached to the door or detachable. The latch or its retractable securing points are inserted into brackets firmly attached to the wall or door frame if the door frame is secured against pushing. If the latch is from the outside of the door, it must be locked with a safety cylinder lock equipped with safety hardware (shield) or a safety padlock and the securing points must be secured with a firm non-detachable connection (e.g., welds).

117. **Earthquake** is the shaking of the surface of the Earth resulting from movements of the Earth's crust that reaches at least the 5th degree of the European Macroseismic Scale (EMS-98) at the place of insurance.

118. **Reacquisition** of a new item is the cost of procuring the same item or an item of comparable kind, type, quality, and parameters in the given location as it had immediately before the insured event, up to the baseline value of the thing.
119. **Residual serviceability percentage** is the residual serviceability percentage of an asset component that remains after the end of the estimated service life of the asset component. Its value is determined according to generally binding legal regulations.
120. **Landslide, collapse of rocks or soil** is sudden and unforeseen slide or collapse of soil, earth or rocks caused by natural and climatic effects, including objects that have been set in motion by the landslide.  
The insurance *risk landslide, collapse of rocks or soil* (for the purpose of this paragraph hereinafter referred to as "landslide") does not apply to:
- (a) any damage if at the time when the insurance policy was concluded, the landslide had already begun in geological terms,
  - (b) any damage caused by landslide, which can be expected with regard to the situation at the place of insurance, i.e. its occurrence was more frequent than once in ten years before the date of occurrence of the damage-causing event,
  - (c) any damage where the landslide was caused by any industrial, construction or human activity,
  - (d) any damage caused by soil consolidation,
  - (e) any costs incurred in connection with landscaping after a landslide.
121. **Domestic animals** are animals bred for the pleasure of citizens (dog, cat, terrarium and aquarium animals, songbirds and ornamental birds, etc.) or for the purpose of obtaining products of animal origin for their own use (poultry, sheep, goats, pigs, cattle, etc.), i.e. not for profit.

## **PART V.**

### **FINAL PROVISIONS**

1. The provisions of these OPP-HHI-D relating to the insured also apply to the policyholder (if the policyholder is not the insured person) and/or other entitled person.
2. In the insurance policy it can be agreed that the insurance applies/does not apply to subjects of insurance other than the subjects specified in these OPP-HHI-D.
3. The insurance policy may deviate from the provisions of these OPP-HHI-D.
4. These OPP-HHI-D shall take effect on 20.07.2022.