

## GENERAL TERMS AND CONDITIONS OF MOTOR THIRD PARTY LIABILITY INSURANCE - GTCMTPLI 1/14 F

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#### Article 1

##### *Introductory provisions*

- Motor Party Liability Insurance arranged for by Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group (hereinafter the "Insurer"), is governed by the Insurance Policy, General Terms and Conditions of Motor Third Party Liability Insurance - GTCMTPLI 1/14 F (hereinafter "GTCMTPLI"), Supplementary Terms and Conditions of Motor Third Party Liability Insurance - STCMTPLI 1/14 F (hereinafter the "STCMTPLI") and Supplementary Terms and Conditions of Motor Accident Insurance STCMAI 1/14 F (hereinafter the "STCCI").  
In addition, the insurance cover is governed by Act No 168/1999 Coll., Motor Third Party Liability Insurance Act (hereinafter the "MTPLIA") and Act No 89/2012 Coll., the Civil Code.
- The insurance cover is a loss insurance with a purpose to compensate for the loss of assets incurred due to an insured event within the agreed scope.

#### Article 2

##### *Scope of insurance*

- Unless MTPLIA stipulates otherwise, the Insured is entitled to have the Insurer provide the injured party an indemnity on behalf of the Insured, in the extent and in the amount under the Civil Code:
  - for the suffered harm arising from the personal injury or death,
  - compensation for damage arising from any damage, destruction or loss of a thing, as well as compensation for damage arising from the theft of things, should the natural person lose an ability to exercise possessory rights thereto,
  - lost profit,
  - any reasonably incurred costs related to legal representation when asserting claims under a) to c); however in connection with the damage under b) or c) only upon the lapse of the time period under Section 9 (3) of MTPLIA or an illegitimate refusal or reduction of the indemnity by the Insurer,
 if the Insured asserted and proved his/her claim and if the loss-incurring event being the basis for the harm which the Insurer is obliged to pay occurred during the insurance period, except for the suspension of running of time.
- The harm under paragraph 1 a) to c) shall be compensated up to the indemnity limit agreed in the Insurance Policy.
- In addition, the Insured is entitled to have the Insurer pay a claim asserted and proved by a health insurance company for the compensation of costs incurred for health care paid from health insurance under the law regulating public health insurance, if such costs were incurred by the health insurance company for health care provided to the injured party, if the loss-incurring event that gave rise to the harm and which the Insurer is obliged to pay, occurred during the insurance period, except for the suspension of running of time. The same is applicable in the event of regression compensation that the Insured is obliged to pay under the public health insurance law.
- The Insured is also entitled to have the Insurer pay costs of an intervention by the Fire Rescue Service of the Czech Republic or volunteer fire departments of the municipality, if the intervention is related to the damage under paragraph 1 of this Article.
- The insurance cover relates to loss-incurring events that shall arise during the insurance period in the territory of all EU member states and other states of European Economic Area and other states given in the list as specified by the decree of the Ministry of Finance.
- The insurance is also valid in the territory of other states, if the Insurer marked the insurance validity on the international motor insurance card (green card).

#### Article 3

##### *Commencement and Insurance Period*

- A written form is required for the Insurance Policy, including insurance policies agreed for less than one year.
- The insurance starts on the first day following the date of entering into the insurance policy, unless it has been agreed that the insurance will already start with entering into the insurance policy or later. This day is the insurance commencement date.
- The offer of the Insurer may be accepted by timely payment of the premium only if the offer explicitly states that the offer may be accepted by making a payment of the premium. As a result, the insurance cover shall commence by timely payment of the premium in the amount specified in the offer. Unless the offer stipulates, by which date it shall be accepted, it must be accepted within one month from the date when the offer is delivered to the Policyholder.
- The insurance is taken out for an indefinite period of time, unless agreed that the cover is taken out for a definite period of time.

- The seasonal insurance is always agreed for an indefinite period of time and the Insurance Policy shall specify the start date and end date of the agreed season, for which the premiums are paid by the Policyholder. Should the insured event be caused by the Insured outside the season, the Insurer has a right towards the Insured to claim compensation for what the Insurer has already paid under the insurance policy. The season may last 3 months at minimum and 10 months at maximum. For the entire insurance period, the season shall repeat every year.
- The insurance is not suspended.

#### Article 4

##### *Premium*

- The insurance is a payment against which the cover under insurance policy is provided by the Insurer. The amount, payment method and due dates of premiums are specified in the Insurance Policy.
- For insurance policies taken out for an indefinite period of time or definite period of time for one year at minimum, standard premiums are agreed, payable as of the first day of the insurance period, unless agreed otherwise in the Insurance Policy. The parties may also agree that the premium will be paid by a single payment for the entire insurance period, i.e. single premium.
- For insurance policies taken out for less than one year, single premium is always agreed.
- Single premium is payable on the insurance commencement date, unless provided for otherwise in the Insurance Policy.
- The insurance period may be twelve, six or three months, unless stipulated otherwise in the Insurance Policy. The Insurer is entitled to charge a reasonable fee for insurance periods agreed for less than one year.
- The date when the premium is paid is the date when the premium is paid to the Insurer. In the event of cashless payment by transfer from the account or by postal order, it is the date when the cash amount is credited to the account of the Insurer.
- Should the insurance policy terminate upon the expiry of the period for which the policy was agreed, the Insurer is entitled to premiums until the end of the calendar month, in which the policy terminated. The remaining part of the premiums paid must be returned by the Insurer. If a loss-incurring event occurred in the period before the insurance policy termination date, the Insurer shall be entitled to the premium, under the first sentence of this paragraph; the Insurer shall have the obligation to return the remaining part of the premiums paid only if the Insurer is not obliged to pay under this loss-incurring event.
- Should the Policyholder fail to meet the obligation under Article 6 (1) (e) hereof, the Insurer is not obliged to return the premiums paid to the Policyholder under paragraph 7 of this Article until such time when this obligation is met.
- The premium is payable in local currency, unless agreed otherwise in the Insurance Policy.
- If the premiums were not paid in time and in the agreed amount, the Insurer is entitled to claim a default interest and related costs to assert these premiums.
- Should circumstances having an effect on the amount of discounts provided or mark-ups charged occur during the insurance period, the Insurer will adjust the amount of premiums from the annual anniversary of the insurance commencement date at latest.
- Should the Insurer learn that the vehicle is used for another purpose than the one agreed in the Insurance Policy, and the Policyholder paid lower premiums as a result of that, the Insurer is entitled to premiums relevant for this purpose for the entire insurance period.
- In connection with any change in conditions decisive for stipulating the amount of premiums, including but not limited to, due to loss inflation, the Insurer is entitled to newly adjust the amount of standard premiums from the anniversary of the insurance commencement date. The Insurer must inform the Policyholder of the newly set amount of premiums within 2 months before the due date of the premium for the next insurance period at latest. Should the Policyholder disagree with this adjustment, the Policyholder must communicate his/her disagreement with the Insurer in writing within one month from the date when he/she learnt of the proposed adjustment of the premiums; In such an event, the insurance will expire upon the lapse of the insurance period for which the insurance premium was paid. If the disagreement is not expressed in the above mentioned period, the policy shall not terminate and the Insurer is entitled to newly stipulated premiums. The loss inflations shall mean a set of external effects beyond the Insurer's control leading to an increase of indemnity or costs by the Insurer, such as an increase in the prices of goods and services, number and sum of losses or harms suffered, the scope of insurance cover given by the law, taxes or as a result of legislative changes.
- Upon the payment of the premium, the Insurer shall pay the insurance claims and other claims made under the insurance policy in order as they arise, notwithstanding the fact that the debtor determined otherwise or expressed a different will.

#### Article 5

##### *Insurer's Obligations*

- Immediately following the conclusion of the Insurance Policy, the Insurer must provide the Policyholder with the Insurance Policy including any Annexes thereto and insurance terms and conditions, unless the contract is concluded in the form of long distance trade.
- Immediately following the conclusion of the Insurance Policy, the Insurer must provide the Policyholder with the green card, unless the contract is concluded in the form of long distance trade.
- Upon the termination of the insurance policy, the Insurer must provide the Policyholder upon his/her request within 15 days from the date when such a request was received, with a confirmation of the duration of the policy terminated. This obligation must be fulfilled by the Insurer anytime during the period of the insurance policy.
- Upon a written request of the Policyholder, the Insurer must make a copy of the Insurance Policy, insurance policy, green card, confirmation of the duration of the liability insurance and loss experience of the policy terminated.
- Upon the notification of an event, to which the insurance claim is related, the Insurer must immediately proceed with inquiries to establish the extent of its obligation to provide indemnity. If the costs of these inquiries arose or were

increased by the breach of obligations of parties to the insurance policy, the Insurer is entitled to claim an adequate compensation from the breaching party.

6. The Insurer must discuss with the Insured (Policyholder) the results of the investigation to establish the extent and amount of harm or to inform him/her of this in writing without undue delay.
7. The Insurer must return the Insured (Policyholder) and the beneficiary upon request all documents presented to the Insurer.
8. The Insurer must allow the Insured (Policyholder) and the Beneficiary to inspect documents obtained during the inquiries made by the Insurer.

#### Article 6

##### *Obligations of the Policyholder, the Insured*

1. In particular, the Policyholder has the following obligations:
  - a) to answer truly and fully all inquiries by the Insurer when taking out the liability insurance and to immediately inform the Insurer of any changes relating the agreed insurance policy; if lower premiums were set under untrue, unproved or incomplete facts than would not otherwise be set by the Insurer had he known all facts, the Insurer is entitled to have the difference in the premiums from the insurance commencement date paid,
  - b) to submit when taking out the liability insurance, upon the request by the Insurer, a confirmation of the duration of insurance and loss record from the previous insurance policy,
  - c) to return the Insurer in the period determined by the Insurer, however within 15 days from the date when the Insurance Policy is entered into at latest, of any information relating to the insured vehicle that was not known at the time when the Insurance Policy was concluded,
  - d) to immediately inform the Insurer of any facts specified in Article 8 (1) a) to d) of GTCMTPLI,
  - e) to return the green card to the Insurer immediately following the termination of the liability insurance; the Insurer must confirm the fact that the green card has been returned without undue delay in writing to the Policyholder,
  - f) to allow the Insurer to conduct an inspection of documents decisive for the calculation of premiums at any time,
  - g) to allow the Insurer to conduct a physical inspection of the vehicle at any time,
  - h) to pay premiums during the period of the insurance policy in a manner agreed in the Insurance Policy,
  - i) to familiarise the Insured, if different from the Policyholder, with all terms and conditions of the insurance policy arising from the insurance.
2. In particular, the Insured has the following obligations:
  - a) to inform the Insurer without undue delay that a loss-incurring event occurred giving details of facts relating to such an event, to present relevant documents requested by the Insurer, to allow the Insurer to make their copies and to proceed in line with instruction of the Insurer during the investigation of the loss-incurring event,
  - b) to inform the Insurer without undue delay that:
    - right for the compensation of harm has been exercised against the Insured, and to make a statement regarding the requested compensation and amount thereof,
    - administrative or criminal proceedings were initiated in connection with the loss-incurring event, and to inform the Insurer without undue delay of their course and result,
    - the injured party exercised the right for the compensation of the harm before the court or other competent authority, should Insured learn of such fact,
  - c) to present the injured party without undue delay, upon its request, with details necessary to exercise the right of the injured party to claim indemnity; at least with the following details: first name, surname and address, or trade name, registered office or place of business of the owner of the vehicle, trade name, registered office or place of business of the Policyholder, for whom the liability insurance was taken out, insurance policy number, and if the vehicle is subject to registration (hereinafter the "registered vehicle"), registration plate, by the operation of which the harm was suffered,
  - d) to act in a way to prevent the loss-incurring event from happening, and should such an event occur, the Insured must take every step possible to limit its extent,
  - e) to provide the Insurer with assistance necessary to establish the cause of the loss-incurring event and to give true and complete explanation of its cause and extent,
  - f) to ensure the right to have the harm compensated against any third parties,
  - g) to act in proceedings for the compensation of harm arising from the loss-incurring event in line with the instruction of the Insurer, in particular the Insured may not agree to settle the claim, to make an amicable settlement or to allow the court to deliver a default judgement or due to their acknowledgement without the Insurer's prior consent,
  - h) to file an appeal against the court decision obliging the Insured to compensate for the harm upon the instruction of the Insurer.

#### Article 7

##### *Changes to the insurance policy*

1. Changes to an insurance policy with an impact on the amount of insurance premium or on the extent of the insurance can only be made by a written agreement of the parties, otherwise they are invalid. Changes to an insurance policy without an impact on the amount of insurance premium or on the extent of the insurance do not require a written form; the Policyholder may notify such a change by phone or e-mail while the Insurer may also use means of electronic communication unless the Policyholder has expressly rejected such means in the insurance policy.
2. The Insurer may use the address of the permanent residence or of the registered office, as appropriate, of the Policyholder as well as of the Insured, as specified by the insurance policy in any and all insurance policies entered into before. By analogy, the Insurer may change such details in the insurance policy, based on an insurance policy entered into later.

#### Article 8

##### *Expiry of the insurance*

1. The insurance policy shall terminate:
  - a) as of the date when the Insured, its heir, legal successor or owner of the vehicle, if different from the Policyholder, shall inform the Insurer of the change in the owner of the vehicle; should the Insurer learn that the notification of the change in the owner of the vehicle was only self-serving and there was no real change in the owner, the insurance policy shall not terminate,
  - b) as of the date when the vehicle, which is not subject to registration, ceased to exist; the vehicle shall cease to exist upon the occurrence of an irreversible change preventing operation thereof,
  - c) as of the date when the vehicle is deleted from the registry of vehicles,
  - d) upon the theft of the vehicle; if the time of theft cannot be precisely determined, the vehicle is deemed to have been stolen when the Police of the Czech Republic receives the announcement of the theft of the vehicle,
  - e) upon the lapse of the period set by the Insurer in the reminder for the payment of premium or part thereof, delivered to the Policyholder; this term cannot be less than 1 month and the reminder of the Insurer must contain a warning that the insurance policy may terminate should not the outstanding premium be paid; the period set by the Insurer in the reminder for the premium or part may be extended by an agreement before its lapse,
  - f) upon a written notice of termination given towards the end of the insurance period for policies where standard premiums are agreed; however, the notice of termination must be delivered at least 6 weeks before the date when the insurance period expires, otherwise the insurance policy shall terminate at the end of the following insurance period,
  - g) by a written notice of termination within two months from the date of entering into the insurance policy; upon the expiry of the eight-day notice period the insurance shall expire,
  - h) upon a written agreement within 3 months from the date when the notification of the occurrence of the loss-incurring event is served; upon the expiry notice period of 1 month period the insurance shall expire,
  - i) by an agreement; this agreement must be entered into in writing and must contain provisions how the parties would settle their mutual claims,
  - j) upon the expiry of the insurance period for which the liability insurance has been arranged;
2. Should the vehicle, which is subject to the registration, cease to exist, the liability insurance termination date shall be the date when the vehicle is permanently deleted from the registry of vehicles under paragraph 1 c) except for where a person entitled to make such a registration-related act could not make the registration act for reasons beyond its control and proceeded to act immediately when these obstacles were removed. In such a case, the insurance policy termination date is the date when an irreversible change to the vehicle preventing its operation occurred.

#### Article 9

##### *Loss-incurring and insured events*

1. The loss-incurring event is an event when harm is suffered as a result of the operation of the vehicle.
2. Insured event means a loss-incurring event covered by the insurance policy where the event involves the Insurer's obligation to provide indemnity.

#### Article 10

##### *Indemnity, indemnity limit*

1. The indemnity by the Insurer is payable within 15 days following the closing of an investigation required to establish the extent of the Insurer's obligation to provide the indemnity or when the Insurer receives a final and conclusive court decision to provide the indemnity.
2. The Insurer must conduct an investigation of the loss-incurring event without undue delay. Within 3 months from the date when the beneficiary exercised right to the indemnity, the Insurer must:
  - a) close the investigation of the insured event and to inform the injured party of the amount of the indemnity by the individual claims of the injured party, including the method of how the indemnity was determined, unless the Insurer's obligation to provide indemnity was contested and claims were proved, or
  - b) provide the injured party with a written explanation with regard to those claims that were refused or the indemnity resulting from which was reduced by the Insurer, or for which the investigation could not be closed within the prescribed period.
3. The injured party may assert its claim for indemnity under Article 2 (1) of GTCMTPLI directly with the Insurer.
4. The indemnity limit shall mean the upper limit of the indemnity provided by the Insurer per single loss-incurring event and its amount for each insured risk under Article 2 (1) of GTCMTPLI is given in the Insurance Policy or insurance terms and conditions.

#### Article 11

##### *Insurer's right to be paid the sum of compensation provided*

1. The Insurer is entitled to claim the sum already paid by the Insurer from the Insured, should the Insurer prove that the Insured:
  - a) caused the harm wilfully,
  - b) violated an essential duty relating to road traffic and this violation directly resulted in the harm, the Insured is obliged to compensate,
  - c) caused harm by the operation of the vehicle used without authorisation,
  - d) failed, without having a particular reason for such a failure, to meet a statutory obligation to report the road accident to the police and as a result of that a possibility to conduct an investigation by the Insurer was severely aggravated,
  - e) failed, without having a reason, to meet the obligation under Article 6 (2) a) and b) and as a result of that a possibility to conduct proper investigation by the Insurer was severely aggravated,
  - f) refused as a driver of the vehicle, without giving a reason, when requested to do so by the police officer, to undergo the test for alcohol, narcotic drugs or

- psychotropic substances or medicinal drugs labelled as incompatible with driving,
- g) has taken out a seasonal insurance policy and caused the insured event "outside the season".
2. The Insurer has the right against the Policyholder to be compensated for the sum the Insurer paid due to the harm caused by the operation of the vehicle by the Insured, if the event was caused by the fact that could not be established by the Insurer when negotiating the insurance cover and which was material for the conclusion of the Insurance Policy.
3. The sum of the required reimbursement under paragraph 1 to 2 of this Article must not exceed the indemnity provided by the Insurer under the loss-incurring event the right of the Insurer relates to.
4. The operator of the vehicle is jointly and severally liable to pay the claim of the Insurer to be compensated for the sum paid against the Insured under 1 b) of this Article, unless the operator can prove that the operator may not have influenced the actions of the Insured.

#### Article 12

##### *Exclusions from the insurance policy*

1. Unless agreed otherwise in the Insurance Policy, the Insurer shall not provide indemnity for:
- any harm suffered by the driver of the vehicle by the operation of which the harm was caused,
  - any damage having a form of lost profit, and any damage incurred due to damage to, destruction, or loss of a thing, as well as any damage resulting from the theft, should a natural person lose an ability to exercise possessory rights with regard to the thing in question (hereinafter the "material damage"), the Insured is obliged to pay to his/her spouse or persons living in a common household with the Insured at the time when loss-incurring event occurred, except for the damage under Article 2 (1)c) of GTCMTPLI, if the damage is related to the harm under Article 2 (1) a) of GTCMTPLI,
  - any damage to the vehicle, by the operation of which the damage was caused, as well as to things carried by the vehicle, with the exception of any damage caused to a thing, worn by or belonging to the passenger (personal belongings), in the extent in which the Insured is obliged to compensate for the damage,
  - any damage under Article 2 (1) b) and c) of GTCMTPLI suffered by the vehicle combination consisting of a motor vehicle and trailer, as well as any damage to things carried by these vehicles, unless it is damage suffered by the operation of another vehicle,
  - harm suffered by the handling of cargo on the stationary vehicle,
  - costs incurred by the provision of medical care, sickness benefits (care) or annuity from health insurance due to harm to the health or death of the driver, by the operation of which the harm was caused,
  - harm caused by the operation of the vehicle during its participation in an organised motor sporting event or competition, with the exception of harm suffered during the participation in such an event, if the driver must respect the rules of the road traffic during such a sporting event or competition,
  - harm suffered by the operation of the vehicle used for an act of terror or war, if such an operation is directly connected to this act or event.
2. If the harm was suffered by the owner of the vehicle by the operation of his/her/its vehicle driven by other person at the time when the harm was suffered, or by person who is authorised to make use of the vehicle, by the operation of which the harm was suffered, as his/her own vehicle, or to which it exercises right for its own benefit, and if the vehicle was driven by a different person at the time when the harm was caused, the Insurer is obliged to pay this owner or person only harm to the health or harm suffered by death and immaterial harm, including the claim asserted and proved by the relevant health insurance company for the reimbursement of costs paid from the public health insurance under the law regulating public health insurance, if the health insurance company incurred these costs for health care provided to the injured party as a result of the loss-incurring event and regression claim to be paid by the Insured under the law regulating the health insurance.
3. In the event of a collision of vehicles owned by the same person, the harm suffered by this person is compensated only if there were different operators of the vehicles involved in the loss-incurring event and at the same time, this person is not the operator of the vehicle that suffered such a harm.

#### Article 13

##### *Long distance trade*

- The Insurance Policy is entered into in a form of a long distance trade, if means of communications were used without the actual need of physical presence of the contracting parties.
- Following the conclusion of the Insurance Policy, the Insurer must immediately deliver the insurance policy, insurance terms and conditions and green card to the Policyholder by the agreed communication method.
- The Policyholder is entitled to withdraw from the Insurance Policy without giving a reason within 14 days from the date when the Insurance Policy is entered into or from the date when he/she was made familiarized with insurance terms and conditions, if this was done upon his/her request following the conclusion of the Insurance Policy. The Insurer must return the Policyholder without undue delay, however within 30 days from the date of withdrawal from the Insurance Policy at latest, the premiums paid, from which the sums already paid under the policy will be deducted. By the same date, the Policyholder must pay the Insurer the sum of the indemnity paid exceeding the sum of the premiums paid.

#### Article 14

##### *Transfer of rights to the Insurer*

- If, in relation to an imminent insured event or insured event that has already occurred, the person who is entitled to the indemnity, the Insured or the person who has incurred salvage costs, a right to compensation for harm or to other similar right against another party shall arise, such receivable, including its attribution, collateral and other rights associated therewith, shall pass to the Insurer once the indemnity from the insurance cover is paid out, up to the amount of the indemnity that the Insurer has paid out to the beneficiary. This shall not apply if such right is vested to that person against a person who lives with the

- former person together or is reliant on him or her as concerns nourishment, unless the person has caused the insured event wilfully.
- The person whose right has passed to the Insurer shall issue the necessary documents to the Insurer and shall communicate everything to the Insurer that is necessary to assert the claim. If the person frustrates the transfer of the right to the Insurer, the Insurer is entitled to reduce the indemnity from the insurance cover by the amount that the Insurer could otherwise obtain. If the Insurer has already provided the indemnity, the Insurer is entitled to compensation up to that amount.

#### Article 15

##### *Delivery*

- Insurer's documents shall be delivered by a postal service operator or by an Insurer's employee or another person authorised by the Insurer, as appropriate, to the address specified in the insurance policy or to the last address known to the Insurer.
- An Insurer's document sent by a postal service operator as registered mail or ordinary mail, as appropriate, to the recipient is deemed to have been delivered:
  - on the third business day after sending the mail; for registered mail with return receipt, on the date of receiving the mail even if the mail is received by a different person, to whom the post-office has delivered the mail in compliance with postal service legislation (such as a family member),
  - on the date when the recipient refuses to take delivery of the letter,
  - on the date when the mail is returned as undeliverable (for example, if the recipient cannot be reached at the address specified, the recipient has failed to put his or her first name and surname on the relevant letter box, the recipient has changed his or her place of residence, and the mail cannot be delivered),
  - on the last day of the time limit for deposition, if the recipient could not be reached and the Insurer's document was deposited by the mail carrier at the post-office, even if the recipient was not aware of such deposition.
- Unless agreed otherwise, documents can be delivered via data exchange boxes. Unless such a document is delivered in a way that a person who has access to such a document, owing to the scope of his or her authorisation, logs in to the data exchange box, the document is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless stipulated otherwise by law or other legislation.
- Unless agreed otherwise, documents can be delivered by electronic message, electronic message provided with a sender's advanced electronic signature or via the Insurer's Internet application. Electronic documents shall be delivered to the electronic address provided by the recipient. A document sent to the recipient electronically to the last notified electronic address is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless law or other legislation provides otherwise.

#### Article 16

##### *Personal data processing, communication*

- The Insurer is obliged to handle personal data pursuant to Act No 101/2000 Coll., on Personal Data Protection.
- The Policyholder agrees that the Insurer may store the information concerning the Policyholder's insurance in the information system of the Czech Insurance Association (hereinafter referred to as "CIA"), and that this information may be available to any CIA member. The purpose of the information system is to gather and process data in order to protect clients as well as insurers and to be used for statistical purposes.
- The Policyholder agrees with the sending of commercial and marketing communications. This consent can be withdrawn anytime during the insurance.
- The Policyholder agrees with the sending of information from the Insurer by means of electronic communication if the Policyholder has specified an electronic address or phone number in the insurance policy. This consent can be withdrawn anytime during the insurance.
- Policyholder does not agree with the sending of information through means of electronic communications under Article 16 (4), and the Insurer may not even send documents by an electronic message with a guaranteed electronic signature of the sender affixed under Article 15 (4)

#### Article 17

##### *Salvage Costs*

- The Insurer shall pay reasonable costs incurred on salvage, incurred by the Policyholder, the Insured or other person:
  - to avert the immediate risk of occurrence of the insured event,
  - to alleviate the effects of the insured event that have already occurred,
  - that must have been incurred for hygienic, environmental or safety reasons when removing the assets damaged or remains thereof by the insured event, including the compensation of harm suffered when conducting such activities.
- The Insurer will pay any reasonable demonstrable salvage costs, however up to 0.1 % of the agreed insured sum or indemnity limit.
- The salvage costs incurred to save lives or health of people, will be paid by the Insurer up to 30 % of the agreed insured amount or indemnity limit.
- The costs of standard tow-away or rescue of the vehicle are not deemed to be salvage costs within the meaning of this Article. Tow-away, rescue or other assistance services are provided by the Insurer in addition to the insurance policy independently under ATCMTPLI.

#### Article 18

##### *Definitions*

- Beneficiary** shall mean a person entitled to the indemnity due to the insured event.
- Policyholder** shall mean a person who entered into the Insurance Policy with the Insurer and is obliged to pay the premiums.
- Insurance Period** shall mean the time period agreed in the Insurance Policy, for which the premiums are paid.
- Insured** shall mean a person whose obligation to compensate harm is covered by the insurance policy.

5. **Violation of Essential Duties** when operating the vehicle on the road shall mean:
- a) operation of a vehicle, the design and technical conditions of which are not compliant with the requirements for the safety of road traffic safety, its operators, passengers and things carried,
  - b) operation of a vehicle, the roadworthiness of which was not approved,
  - c) driving of the vehicle by a person who is not a driving licence holder, with the exception of a car being driven by a person learning how to drive the vehicle or passing a driving test, however always under supervision of an authorised instructor or trainer providing an individual training,
  - d) driving of the vehicle by a person prohibited from driving by the court, during the term for which such an injunction is effective,
  - e) driving of the vehicle by a person under the influence of alcohol, narcotic drug or psychotropic substance or medicinal drug labelled as incompatible with driving,
  - f) allowing a person specified in c), d) or e) of this paragraph to drive the vehicle.
6. **Injured Party** shall mean a person who suffered harm by the operation of the vehicle and is entitled to claim the compensation for harm against the Insured.
7. **Personal Belongings** shall mean items connected with the purpose of the travel, with the exception of the load carried, but not items that shall not fall within the said scope by their nature or quantity. Items stored in the luggage compartment and on the roof are also deemed to be personal belongings.
8. **Vehicle** is a motor vehicle, special vehicle and trolley bus within the meaning of the Motor Third Party Liability Act.
9. **Anniversary of the Insurance Commencement Date** shall mean the date corresponding by the number of the day in a month and name of the month with the insurance commencement date. Should the insurance commencement date fall upon 29 February, the insurance commencement anniversary date shall be the last calendar day of February.

#### **Article 19**

##### *Final provisions*

These General Terms and Conditions come into force on 1 January 2014.

**SUPPLEMENTAL INSURANCE TERMS AND CONDITIONS FOR  
MOTOR THIRD PARTY LIABILITY INSURANCE SITCMTPLI 1/14 F**

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**Article 1***Introductory provisions*

These Supplemental Insurance Terms and Conditions for Motor Third Party Liability Insurance SITCMTPLI 1/14 F (hereinafter referred to as "SITCMTPLI") supplement the provisions of the General Insurance Terms and Conditions for Motor Third Party Liability Insurance GITCMTPLI 1/14 F (hereinafter referred to as "GITCMTPLI").

**Article 2***Types of insurance, benefits, coverage limits*

In the insurance policy, one of three types of insurance may be taken out: 35 PLI, 50 PLI or 100 PLI.

- Coverage limits for 35 PLI type insurance totals:
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter a) CZK 35 million,
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter b) and c) together CZK 35 million,
- Coverage limits for 50 PLI type insurance totals:
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter a) CZK 50 million at maximum,
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter b) and c) together CZK 50 million,
- Coverage limits for 100 PLI type insurance totals:
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter a) CZK 100 million at maximum,
  - in the event of injury pursuant to GITCMTPLI Article 2, paragraph 1, letter b) and c) together CZK 100 million.

**Article 3***Supplemental accident insurance for the vehicle driver*

- Scope of supplemental insurance: Supplemental accident insurance applies only to the driver of the insured vehicle. An accident under these insurance conditions is deemed an accident that was caused by the driver while operating the insured vehicle (hereinafter referred to as "accident"), which occurred:
  - while starting the engine of the vehicle just before driving,
  - while getting in or out of the vehicle right before or after driving,
  - while driving the vehicle or during the accident thereof,
  - during a brief stop of the vehicle, if the accident occurred in the vehicle or close to it on the road,
  - when removing common vehicle failures incurred while driving, if the accident occurred in the vehicle or close to it on the road.

The stated supplemental insurance shall be governed by Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code"), the General Insurance Terms and Conditions for Road Accident Insurance GITCRAI 1/14 (hereinafter referred to as "GITCRAI") and the General Insurance Terms and Conditions for Motor Third Party Liability Insurance GITCMTPLI 1/14 F. Supplemental accident insurance for the vehicle driver is ed for 50 PLI and 100 PLI types of insurance.

For insurance type 50 PLI, the following insurance risks and premium sums:

- in case of death caused by an accident CZK 100 000,
- in case of permanent consequences caused by an accident CZK 200 000,
- daily allowance for the period of treatment of an injury (hereinafter referred to as "DA") CZK 100,
- daily allowance for hospital stay due to injury (hereinafter referred to as "DAH") CZK 100.

For insurance type 100 PLI, the following insurance risks and premium amounts are included:

- in case of death caused by an accident CZK 200 000,
- in case of permanent consequences caused by an accident CZK 400 000,
- daily allowance for the period of treatment of an injury (hereinafter referred to as "DA") CZK 200,
- daily allowance for hospital stay due to injury (hereinafter referred to as "DAH") CZK 200.

- Insurance benefits paid by the Insurer:

- In case of death, the Insurer shall provide insurance benefits in accordance with Article 10 of the GITCRAI,
- In case of permanent consequences caused by an accident, the Insurer shall provide insurance benefits in accordance with Article 11 of the GITCRAI from 10 % of the scope of physical damage, without progression. The Insurer shall not reimburse the costs of transportation of the insured driver from abroad to the Czech Republic with the purpose to determine the extent of permanent consequences,
- the Insurer shall pay DA in accordance with Article 12 of the GITCRAI, if the treatment lasts for a minimum of 22 days, for each day of treatment, retroactively from the first day of treatment,
- DAH for medically necessary hospitalization after an accident shall be paid by the Insurer in accordance with Article 13 GITCRAI, if the hospitalization last for a minimum of 3 days, for each day of hospitalization, retroactively from the first day of hospitalization. The number of days is given by the number of midnights spent in the hospital.
- if accident insurance for persons transported in the vehicle is also taken out with the Insurer, then the premium sums for identical insurance risks for the driver are added together from both insurances,
- the insured driver will be entitled to insurance benefits for permanent consequences of an accident or in the form of daily compensation. In the event the Insured dies as a result of an accident, the person designated under § 2831 of the Civil Code, shall be entitled to insurance benefits,

- to exercise rights to insurance benefits, a police protocol must be submitted.
- Apart from the case mentioned in Article 6, paragraph 1 of the GITCRAI, the Insurer shall have the right to reduce insurance benefits by up to 50%, in the case of:
    - violation of the prohibition of entry onto railway crossing,
    - turning or driving in the opposite direction on the motorway or road for motor vehicles,
    - failure to fasten the seatbelt, which was firmly built into the seat by the manufacturer,
    - failure to comply with generally applicable safety regulations during activities pursuant to Article 1,
    - more persons are transported in the vehicle, than the number of seats according to the vehicle identification card.
  - Apart from the exceptions to the insurance referred to in Article 14 of the GITCRAI, supplemental insurance also does not apply to injuries to the driver of the vehicle, the operation of which caused the injury, when:
    - performing standardized tests for speed, brakes, tipping and stability of the vehicle, trailing throttle with the highest speed, breaking-in etc.,
    - operating a vehicle, the structure and technical condition of which do not meet the requirements of road safety, safety of the driver, passengers and items,
    - operating a vehicle, whose technical eligibility for use has not been approved, a vehicle is driven by a person who is not the holder of the relevant driving licence, with the exception of a vehicle being driven by a person who is learning how to drive a vehicle or executing a driving test, and always only under the supervision of a licensed instructor or driver's trainer in private lessons,
    - the vehicle is driven by a person, who has been forbidden to drive a vehicle, at the time of this ban,
    - the vehicle is driven by a person under the influence of alcohol, narcotic or psychotropic drugs or medication labelled with a prohibition to drive a motor vehicle, or who has refused to undergo medical examination with the objective to determine these substances,
    - driving of the vehicle has been left to a person as defined in letters d), e) and f) of this paragraph,
    - driving a vehicle other than a two-track vehicle, unless specified otherwise in the insurance policy. A motorcycle with a sidecar, quad or other vehicle similar in nature to a motorcycle, is not deemed a two-track vehicle,
    - driving a vehicle that is used illegally,
    - driving a vehicle at a time when it is used as a work machine.

**Article 4***Loss event notification*

- A loss event shall be reported by the Insured, owner or injured by phoning the client line +420 841 444 555.
- All supporting documents for loss events may be sent to one of the following contacts:
  - e-mail: likvidace@cpp.cz
  - web: www.mojecpp.cz
  - fax: +420 547 213 468
  - address: Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group  
P.O. BOX 28, 664 42 Modřice
- All documents shall be provided in Czech, foreign language supporting document must be submitted in original form with a notarized translation into Czech. The cost of the translation of the documents shall be borne by the person who submits them.

**Article 5***Assistance services*

The driver and persons transported in the vehicle with valid Motor Third Party Liability Insurance, are entitled to use assistance services in accordance with the General Term and Conditions for vehicle accident insurance SGITCVAI 1/14 F, if they have contacted the contractual assistance service of the Insurer by telephone.

**Article 6***Final provisions*

These Supplemental Insurance Terms and Conditions come into force on 1 January 2014.

## GENERAL TERMS AND CONDITIONS OF MOTOR ACCIDENT INSURANCE - VPPHAV 1/14 F

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### Article 1

#### Introductory provisions

- Casco insurance arranged for by Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group (hereinafter the "Insurer"), is governed by the Insurance Policy, General Terms and Conditions of Motor Accident Insurance - VPPHAV 1/14 F hereinafter the "GTCCI"), Supplementary Terms and Conditions of Motor Accident Insurance - STCCI 1/14 F (hereinafter the "ATCCI") and General Terms and Conditions of Travel Accident Insurance - UPC 1/14 (hereinafter the "GTCTAI"). The insurance is further governed by Act No. 89/2012 Coll., of the Civil Code.
- The Motor Accident Insurance and any other items if supplementary insurance under STCCI (with the exception of accident insurance of passengers) is a loss insurance, with a purpose to compensate for the loss of assets due to an insured event. The accident insurance of passengers is a capitalized insurance with a purpose to obtain the agreed financial amount due to an insured event.

### Article 2

#### Subject-matter of insurance, insurance risk, insurance cover, territory of insurance cover

- The insurance policy shall cover:
  - vehicles listed in the Insurance Policy with valid Czech MOT certificate and Czech registration plate that are roadworthy under relevant Czech legal regulations, including basic, additional and mandatory safety equipment prescribed by legal regulations; any special equipment is covered by the policy if specified in the Insurance Policy,
  - other things, if allowed by STCCI or if agreed in the Insurance Policy.
- The subject-matter of insurance which is to be covered by the policy must be undamaged, unless agreed otherwise in the Insurance Policy. The following insurance risk may be agreed in the Insurance Policy:
  - accident and vandalism,**
  - theft,**
  - natural disaster.**
- Accident** – an event, during which the insured vehicle is damaged or destroyed irrespective of whether or not it is parked or in motion. Sudden, external, sudden violent effect, including but not limited to collision with an obstacle or animal, falling or submerging, is deemed to be such an event.
- Vandalism** – damage or destruction of the vehicle resulting from a demonstrably wilful third party action.
- Theft** – taking possession of the insured vehicle, part or equipment thereof, by theft, burglary or robbery including any damage to or destruction of the vehicle occurring during the time following the theft of the vehicle until it is returned.
- Natural disaster** – fire, explosion, immediate stroke of lightning, falling rocks, landslide or avalanche, falling trees or other objects, hailstorm, floods, windstorm, earthquake, damage of the vehicle wiring by an animal.
- One of the two territories of insurance cover may be agreed in the Insurance Policy:
  - HAV EURO - the insurance covers insured events occurring during the insurance period in the geographical territory of Europe, excluding Turkey, Russia, Belarus, Ukraine and Moldova, unless agreed otherwise in the Insurance Policy.
  - HAV ZK - the insurance covers insured events occurring during the insurance period in the geographical territory of Europe, including Russia and Turkey, and also in the territory of Morocco and Tunisia, unless agreed otherwise in the Insurance Policy.

### Article 3

#### Commencement and insurance period

- A written form is required for the Insurance Policy, including insurance policies agreed for less than one year.
- The insurance starts on the first day following the date of entering into the insurance policy, unless it has been agreed that the insurance will already start with entering into the insurance policy or later. This day is the insurance commencement date.
- The offer of the Insurer may be accepted by timely payment of the premium only if the offer explicitly states that the offer may be accepted by making a payment of the premium. As a result, the insurance commences by timely payment of the premium in the amount specified in the offer. Unless the deadline for the acceptance is specified in the offer, it must be accepted within one month from the day when the offer is delivered to the Policyholder.
- The insurance is taken out for an indefinite period of time, unless agreed that it is taken out for a definite period of time.

- The seasonal insurance is always agreed for an indefinite period of time and the Insurance Policy shall specify the start date and end date of the agreed season, for which the premiums are paid by the Policyholder. Should a harmful event with regard to the insured vehicle occur outside the season, the harmful event is not deemed to be an insured event and the Insurer will not provide the benefit. For the entire period of the insurance, the season shall repeat every year.
- The insurance is not suspended.

### Article 4

#### Premium

- The premium is a payment against which the cover under insurance policy is provided by the Insurer. The amount, payment method and due dates of premiums are specified in the Insurance Policy.
- For insurance policies taken out for an indefinite period of time or definite period of time for one year at minimum, standard premiums are agreed, payable as of the first day of the insurance period, unless agreed otherwise in the Insurance Policy. The parties may also agree that the premium will be paid by a single payment for the entire period of the insurance, i.e. single premium.
- For insurance policies taken out for less than one year, single premium is always agreed.
- Single premium is payable on the insurance commencement date, unless stipulated otherwise in the Insurance Policy.
- The insurance period may be one twelve, six or three months, unless stipulated otherwise in the Insurance Policy. The Insurer is entitled to charge a reasonable fee for insurance periods agreed for less than one year.
- The date when the premium is paid is the date when the premium is paid to the Insurer. In the event of cashless payment by transfer from the account or by postal order, it is the date when the cash amount is credited to the account of the Insurer.
- If the insurance becomes void before the expiration of the period for which the insurance was taken out for, the Insurer shall be entitled to premiums until the expiration of the insurance. The remaining part of the premiums paid must be returned by the Insurer; a single premium shall belong to the Insurer in full.
- The premium is payable in local currency, unless agreed otherwise in the Insurance Policy.
- If the premiums were not paid in time and in the agreed amount, the Insurer is entitled to claim a default interest and related costs to assert these premiums.
- Should circumstances having an effect on the amount of discounts provided or mark-ups charged occur during the insurance period, the Insurer will adjust the amount of premiums from the annual anniversary of the insurance commencement date at latest.
- Should the Insurer learn that the vehicle is used for another purpose than the one agreed in the Insurance Policy, and the Policy holder paid lower premiums as a result of that, the Insurer is entitled to premiums relevant for this purpose for the entire insurance period.
- In connection with any change in conditions decisive for stipulating the amount of premiums, including but not limited as a result of loss inflation, the Insurer is entitled to newly adjust the amount of standard premiums from the anniversary of the insurance commencement date. The Insurer must inform the Policyholder of the newly set amount of premiums within 2 months before the due date of the premium for the next insurance period at latest. Should the Policyholder disagree with such an adjustment, the Policyholder must communicate his/her disagreement with the Insurer in writing within one month from the date when he/she learnt of the proposed adjustment of the premiums. If disagreement is not expressed within the given deadline, the insurance cover will not expire and the Insurer shall be entitled to the newly established premium. The loss inflations shall mean a set of external factors beyond the Insurer's control leading to an increase of indemnity or costs incurred by the Insurer, i.e. an increase in the prices of goods and services, number and sum of losses and harm suffered, the scope of insurance cover by law, taxes or as a result of legislative changes.
- The Insurer shall be entitled to verify the accuracy of the data for determining premiums, e.g. by inspecting the insured object, check the operation of the security equipment designed to protect the vehicle or by requesting other documents. The Insured (Policyholder) is required to enable this verification.
- The Insurer is entitled to subtract the insurance premium receivables that have fallen due or other insurance receivables arising from indemnity.
- Upon the payment of the premium, the Insurer shall pay the insurance claims and other claims made under the insurance policy in the order as they arise, notwithstanding the fact that the debtor determined otherwise or expressed a different will.

### Article 5

#### Insurer's obligations

- Immediately following the conclusion of the Insurance Policy, the Insurer must provide the Policyholder with the Insurance Policy including any Annexes thereto and insurance terms and conditions, unless the contract is concluded in the form of long distance trade.
- Upon the termination of the Motor accident Insurance Policy, the Insurer must provide the Policyholder upon his/her request, with a confirmation of the duration of the policy terminated within 15 days from the date when such a request was received. Upon request, the Insurer must make a duplicate of the policy.
- Based on the written request of the Policyholder, the Insurer shall be obliged to make a duplicate and copy of the insurance policy and insurance contract.
- The Insurer is obliged upon the report of damages to immediately commence investigation that is required to determine to scope of its liabilities. If the costs of the investigation have been incurred or increased by the violation of duties of the parties to the insurance, the Insurer shall have the right to demand reasonable compensation from the person who breached the obligation.
- The Insurer is obliged to discuss the results of the investigation with the Policyholder (Insured) that is required to determine the scope and amount of damages or to inform the Policyholder in writing without undue delay.
- The Insurer must return the Insured (Policyholder) and the beneficiary upon request all documents presented to the Insurer.
- The Insurer is obliged to allow the Policyholder (Insured) and beneficiary to consult the documents, which the Insurer gathered during the investigation.

**Article 6***Obligations of the Policyholder, the Insured*

1. In particular, the Policyholder has the following obligations:
  - a) to answer truly and fully all inquiries by the Insurer when taking out the insurance and to immediately inform the Insurer of any changes relating to the agreed insurance policy; if lower premiums were set under untrue, unproved or incomplete facts than would not otherwise be set by the Insurer had he known all facts, the Insurer is entitled to have the difference in the premiums from the insurance commencement date paid,
  - b) to submit when taking out the insurance, upon the request by the Insurer, a confirmation of the duration of insurance and loss record from the previous insurance policy,
  - c) to inform the Insurer in the period determined by the Insurer, however within 15 days from the date when the Insurance Policy is entered into at latest, of any information relating to the insured vehicle that was not known at the time when the Insurance Policy was concluded,
  - d) pay premiums in the manner agreed in the insurance policy ,
  - e) inform the Insured, if different from the Policyholder, of all terms and conditions of the insurance cover nd all obligations arising from the insurance policy.
2. The Insured and Policyholder have the following obligations in particular:
  - a) during the course of insurance of the insured risk, to enable the Insurer to review, in particular to allow the physical inspection of the subject-matter of insurance, check the operation of security devices serving to protect the insured object, to prove ownership of the subject of insurance, to submit relevant documents or papers or to make technical, accounting or other such documents pertaining to the subject-matter of insurance available to the Insurer,
  - b) to act in a manner so as to prevent the occurrence of the insured event,
  - c) to secure the subject of insurance against theft and unauthorized use by locking the vehicle properly and activating any other security features; in case of an insured event, during which the damage is suffered by the subject-matter of insurance, adequate measures shall be taken to eliminate or reduce the risk of theft of the subject-matter of insurance or to reduce the risk of further damage,
  - d) to report to the police, without any unnecessary delay, any event of damage, if it occurred in relation to a road accident (and this obligation arises under law, or other legal regulations) or a criminal offence or misdemeanour, or if it occurred abroad; in the event of a fire, the Policyholder is obliged to contact the fire department,
  - e) to inform the Insurer, without any unnecessary delay, that an insured event occurred, to provide a full and truthful explanation of its occurrence and the scope of its consequences, provide all of the necessary documents required by the Insurer and allow the Insurer to make copies thereof and provide the necessary assistance in the Insurer's investigation,
  - f) to wait with the repair of the damaged vehicle for the instruction of the Insurer,
  - g) to ensure the right to claim damages or other rights against third parties,
  - h) not to leave documents of the insured vehicle in the vehicle, in particular the MOT certificate and certificate of roadworthiness ,
  - i) to notify the Insurer that he/she has taken out other insurance cover against the same insurance risks, for the same period of time for the subject of insurance and shall provide the name of the insurer and the amount of the premium,
  - j) to notify the Insurer, without undue delay, of the fact that the lost or stolen subject-matter of insurance has been found,
  - k) to accept the subject-matter of insurance, if it is found after theft or loss, and the Insurer has not yet paid out the compensation for the respective insured event,
  - l) when the vehicle is stolen, before the indemnity is provided, to authorize the Insurer upon his requests to delete the vehicle from the registry of vehicles, and to provide the Insurer with the original of MOT certificate, vehicle registration certificate and all sets of keys (both mechanical and electronic) for locks (also for any additional locks) including keys for security system and remote control provided by the manufacturer, distributor or previous owner of the vehicle together with the vehicle or acquired later,
  - m) obligations under j) to k) of this Article shall apply accordingly to the loss or theft of any parts of the vehicle or the insured equipment,
  - n) to secure the vehicle from being spontaneously set into motion,
  - o) All documents shall be submitted in the Czech language, foreign language supporting documents must be submitted in original form with a notarized translation into Czech; The cost of the translation of the documents shall be borne by the person who submits them.

**Article 7***Changes of insurance cover*

1. Changes to an insurance policy with an impact on the amount of insurance premium or on the scope of the insurance cover can only be made by a written agreement of the participants, otherwise they are invalid. Changes to an insurance policy without an impact on the amount of insurance premium or on the scope of the insurance cover do not require a written form; the Policyholder may notify such a change by phone or e-mail while the Insurer may also use means of electronic communication unless the Policyholder has expressly rejected such means in the insurance policy.
2. The Insurer may use the address of the permanent residence or of the registered office, as appropriate, of the Policyholder as well as of the Insured, as specified by the insurance policy in any and all insurance policies entered into before. By analogy, the Insurer may change such data in the insurance policy, based on an insurance policy entered into later.

**Article 8***Expiry of insurance cover*

1. The insurance cover arranged for a definite period of time shall expire upon lapse of the period for which it was arranged.
2. The insurance cover shall expire on the the date following the date of lapse of time determined by the Insurer in their reminder about payment of a premium or its part delivered to the Insured; this time limit must not be less than 1 month and the Insurer's reminder shall contain a notice of termination of insurance cover in

the event of the failure to pay premiums; the time limit set by the Insurer in the reminder to pay a premium, or part thereof, may be extended before its expiration by agreement.

3. The Insurer and Insured may agree on the expiry of the insurance. This agreement must be drawn up in writing and must set out the time of termination and means of mutual settlement of claims.
4. Insurance, for which regular premiums have been agreed to, expires with the notice of the Insurer or Insured at the end of the insurance period. The notice must be delivered at least 6 weeks prior to the expiry of the insurance period, otherwise the insurance shall expire at the end of the next insurance period.
5. The Insurer or the Insured may terminate the insurance within two months of entering into the insurance policy. Upon the expiry of the eight-day notice period the insurance shall expire.
6. The Insurer or the Insured may terminate the insurance within 3 months of receipt of notification of an insured event. Upon the expiry notice period of 1 month period the insurance shall expire.
7. The Policyholder may terminate the insurance within 1 month of receipt of notification of transfer of the insurance portfolio or its part, or change in the Insurer. Upon the expiry of the eight-day notice period the insurance shall expire.
8. The Policyholder may terminate the insurance within 1 month from the date of the publication of the notice that the Insurer's authorization to perform insurance activities has been withdrawn. Upon the expiry of the eight-day notice period the insurance shall expire.
9. If the Policyholder or the Insured falsely answers the written questions of the Insurer, relating to the concluded insurance, intentionally or by negligence, or incompletely, the Insurer shall have the right to withdraw from the insurance policy, if it would not have concluded the contract if the answers were true and complete. The Insurer may exercise this right within 2 months from the date of finding out such facts, otherwise the right shall expire. By withdrawing from the insurance policy, the insurance policy shall become void from the beginning. The Insurer shall be entitled to reimbursement of incurred administrative and other costs.
10. If the Insurer shall discover that modifications were made to the vehicle identifier (VIN), or that it was tampered with in any other way, the Insurer shall be entitled to withdraw from the insurance policy. By withdrawing from the insurance policy, the insurance policy shall become void from the beginning.
11. The Insurer may refuse indemnification arising from the insurance policy, if the cause of the insured event was a fact:
  - a) of which the Insurer became aware after the insured event had occurred,
  - b) that the Insurer could not find out when concluding the insurance or its change as a result of falsely or incompletely answered questions,
  - c) that would lead to the failure to conclude the insurance policy or to the conclusion of the contract under other conditions, had the Insurer known about it at the time of the conclusion of the insurance policy.

The insurance shall expire on the date of refusing to provide the indemnity.
12. If, while exercising the right to indemnity from the insurance cover, the beneficiary states knowingly false or grossly distorted data about the extent of the insured event or conceals important data about that insured event, the Insurer is entitled to refuse the indemnity from such insurance policy. The insurance shall expire on the date of refusing to provide the indemnity.
13. The insurance shall terminate:
  - a) with the destruction or damage to the insured vehicle, resulting in total loss, or theft of the vehicle; if it is possible to determine the time of theft, the vehicle shall be deemed as stolen, as soon as the police receives notification of its theft
  - b) on the date of the notification of a change of ownership of the insured vehicle; on the date change of ownership must be documented; should the Insurer learn that the notification of the change in the owner of the vehicle was only self-serving and there was no real change in the owner, the insurance policy shall not terminate,
  - c) when the insurable interest ceases to exist.
14. If joint assets of spouses cease as a result of death or declaration of death of the spouse, who has taken out insurance, the surviving spouse shall enter into his/her place, if he/she is still the owner of the subject of insurance.
15. If the joint assets of spouses cease in a different manner, the insurance shall be transferred to the spouse, whom the subject of insurance has fallen to in the property settlement of the joint assets.

**Article 9***Loss-incurring and insured events*

1. A loss-incurring event is a fortuitous event, which gives rise to damage and which could give rise to the right to indemnity.
2. Insured event means a loss-incurring event covered by the insurance policy where the event involves the Insurer's obligation to provide the indemnity.

**Article 10***Indemnity, indemnity limit, sum insured, insurance value, underinsurance, deductible*

1. The indemnity is limited by the sum insured or indemnity limit.
2. The sum insured is the maximum limit of the indemnity per a single insured event. The sum insured given in the Insurance Policy shall be adequate to the insurance value of the vehicle including the insured equipment at the time when the Insurance Policy is entered into.
3. The insurance value is the maximum property damage that may arise as a result of the insured event and is equal to the open market price of the vehicle including the insured equipment. The Insurer may review the insurance value of the vehicle at any time.
4. The sum insured is set by the Policyholder at his/her own discretion and by signing the Insurance Policy the Policyholder shall confirm its amount.
5. If the sum insured set by the Policyholder is lower than the actual insurance value of the insured vehicle upon the occurrence of the insured event, it shall be deemed as underinsurance.
6. The Insurer and the Policyholder may agree that the maximum indemnity limit shall be the indemnity limit set by the Policyholder at his/her discretion and confirmed by signing the Insurance Policy with regard to the amount thereof. In this case, no underinsurance is involved.
7. The indemnity is determined by the Insurer as follows:
  - a) in the event of total loss or theft of the vehicle, the indemnity shall be set as an amount equal to the open market price of the vehicle immediately prior the

- insured event decreased by the value of usable parts of the vehicle these usable parts shall remain in the possession of the Insured,
- b) if the indemnity is to provide usual costs of repair based on the presented invoice for repair using new spare parts when the vehicle is damaged; the Insurer may request the beneficiary to present purchase documents for the spare parts charged; the Insurer shall decide if the repair is economical and practical; provision of the indemnity based on the budget may be agreed, unless agreed otherwise,
  - c) if parts of the insured vehicle or the insured equipment locate inside the locked vehicles are stolen, the Beneficiary is entitled to the indemnity, only if the Insurer is presented with documents proving that the perpetrator had to overcome obstacles or security features protecting the insured equipment from being stolen; if airbags, restraint systems, electronic elements of the vehicle, audiovisual electronic devices (car radio, DVD player, TV set and so on) or navigation devices that are integrated in the vehicle, the Insurer will not provide the indemnity based on the budget, the repair and purchase of parts in the contractual garage of the Insurer is a precondition for the payment of the indemnity,
  - d) if the entire insured vehicle including the insured equipment, is stolen, the Insurer will provide the indemnity up to the amount of insurance value at maximum following the receipt of a confirmation by a law enforcement authority on the result of the investigation; the provision of the indemnity is conditioned upon the submission of all documents, keys and other things relating to the vehicle to the Insurer pursuant to Article 6 (2) l); a) and b) hereof of this Article shall apply accordingly to the insured equipment of the insured vehicle.
8. The Insurer shall not pay damages arising from the devaluation of the vehicle after repair, deterioration of the external look and impairment of technical and driving characteristics of the vehicle following the repair.
  9. If the vehicle was damaged abroad and repair must be made to put the vehicle back into operation, the Insurer shall decide on practical and economical method and scope of repair. If the repair was made without the Insurer or relevant contractual partner having been consulted (assistance service), then all costs beyond the scope of the necessary restoration of the vehicle will be paid by the Insurer at price usual in the Czech Republic. This does not apply if there is no repair shop for insured vehicle in the Czech Republic.
  10. The indemnity is payable within 15 days of the completion of the investigation necessary to determine the scope of the Insurer's duty to provide the indemnity. The investigation must be carried out without undue delay. The investigation is completed as soon as the Insurer communicates its results to the beneficiary. If the investigation cannot be completed within three months after the Insurer was notified of the insured event, the Insurer shall be obliged to notify the Insured of the reasons why it cannot complete the investigation, as well as provide the Insured a reasonable advance upon written request. The Insurer may deny advance payment, if there are reasonable grounds for it.
  11. In the event of underinsurance, the Insurer shall reduce the indemnity in ratio of the insured sum at the time when the policy was taken out to the insurance amount of the insured vehicle at the time when the insured event occurred.
  12. If the Insured violates the insurance, or the beneficiary breaches any of his/her obligations, the Insurer shall have the right to reasonably reduce the indemnity in the case that such circumstances have substantially contributed to the occurrence of the insured event, to aggravation of the consequences thereof, or to hindering the Insurer's investigation, including finding and determining the amount of indemnity. If the Insured breached the obligation specified in Article 6 (2) l), the Insurer may reduce the indemnity regardless of any other circumstances.
  13. Should the Insurer discover when investigating the insured event that the vehicle was not properly secured against theft or being spontaneously set in motion, the Insurer may reduce the indemnity.
  14. When the insured item is found, the right of ownership shall not pass to the Insurer, even if the Insurer has already paid the indemnity. The Insurer is not obliged to accept the item that has been found. The Beneficiary must return the indemnity following the reduction of reasonable costs incurred to repair any defects that arose during the time when the Beneficiary was deprived to reasonably dispose of the given item.
  15. If the indemnity had already been paid for the stolen vehicle, and the vehicle was found, the Insured has right not to return the indemnity to the Insurer. However, in such a case, the Insured must provide any necessary assistance that is required for the sale of the vehicle and to satisfy the claim of the Insurer.
  16. The indemnity is provided by the Insurer at the price excl. value added tax (hereinafter the "VAT") in cases where the Insured (Beneficiary) shall have claim to VAT refund under applicable legal regulations. In other cases, the Insurer shall provide the insurance benefit at the price incl. VAT.
  17. In the event of benefit set by a budget under Article (7) (b) of this Article, the indemnity is determined by the Insurer at price excl. VAT. Spare parts will be set by the Insurer in the budget at prices equal to spare parts of the same quality, i.e. spare parts having qualities of original spare parts. Repair works are set by the Insurer at CZK 450 excl. VAT, based on the standards regarding the time-spent recommended by the car manufacturer.
  18. The premium is payable by the Insurer in local currency, unless agreed otherwise in the Insurance Policy.
  19. The Insured shall contribute to the indemnity under each insured event by the agreed deductible, as specified in the Insurance Policy.
  20. However, if the damage is less than the agreed deductible, the indemnity is not provided.
- e) caused by improper use or maintenance (or incorrect changing of gears, using improper fuel necessary to operate the vehicle, insufficient or different working fluids, engine overheating or seizure, improper placement or stowage of load in the insured or towed vehicle, driving through flooded areas, starting the flooded vehicle and so on.),
  - f) damages caused by cargo or goods transported by the insured vehicle, including damages caused by loading and unloading the cargo,
  - g) caused while the vehicle was operated by a person, who did not meet the conditions for driving a vehicle under the relevant legislation,
  - h) caused by a person driving a vehicle, whose measured blood alcohol level exceeded 0.24‰, with whom narcotic, psychotropic or similar substances that affect the ability to drive vehicles were found, or who refused to take a breath test upon the order of the police, or undergo a medical examination including blood and urine tests to determine if the individual is under the influence of alcohol, narcotic, psychotropic or other substances with a negative impact on the ability to drive a vehicle, from the consumption or other applications of alcohol, narcotic, psychotropic or other substances with a negative impact on the ability to drive a vehicle, from the occurrence of the accident to the arrival of the police,
  - i) caused during the operation of the vehicle as a work machine or its use for handling cargo (use as a hydraulic arm, tilting, etc.),
  - j) caused when driving the vehicle with any additional attachment out of the position for transport prescribed by the manufacturer or without transport safety features prescribed by the manufacturer,
  - k) caused as a result of war events of all kinds, armed unrest, invasion, insurgence, uprising, and strike or acts by state or official authority,
  - l) caused by internal unrest, revolution, coup d'etat, act of terror or other violent action, or as result of any measures against the foregoing acts; caused by an act of state or official authority, including when the vehicle is seized by authorities,
  - m) caused the vehicle is used for military or similar purposes,
  - n) caused by nuclear energy, radiation, emanation, exhalations and emissions,
  - o) damages caused by the explosion of transported explosives or other hazardous substances ,
  - p) arising from factual and legal defects that the subject of insurance already had when the Insurance Policy was entered into, whether or not known to the Insurer (Policyholder) or the Insurer,
  - q) caused by conduct having the characteristics of fraud or embezzlement, fraud or embezzlement of a lessee or borrower, who failed to return the leased vehicle, regardless of whether an investigation has been commenced by law enforcement authorities in criminal proceedings,
  - r) caused as indirect damages of any kind (such lost income or lost profit, impossibility to use the vehicle and so on) and for any additional costs (such as express extra charges of any kind, costs of legal representation of the Insured or Policyholder, fees for replacement of the registration plate, registration inspection, MOT and other administrative charges, vignettes etc.),
  - s) damages, which the supplier, repairer or other contractual partner is held liable for under the law or contract,
  - t) caused during repair or maintenance of the vehicle or in direct connection with such works,
  - u) caused at visual, audio, data or other records and carriers thereof,
  - v) damages caused during races of all types and contests with special stages included, as well as in the preparatory drives for these events, unless agreed to otherwise in the insurance policy,
  - w) caused at portable electronic devices in vehicles (portable navigation, portable DVD players and so on) and at electronic devices used to collect the road tax,
  - x) caused with regard to fuel,
  - y) as a result of fire at parts of the vehicle causing the fire.
2. The provisions of (1) d) to j) of this Article shall not apply, if the damage occurred during the time following the theft of the vehicle until the time when the vehicle was returned to the authorized user.

#### Article 12

##### *Long distance trade*

1. The Insurance Policy is entered into in the form of a long distance trade, if means of communications were used without the actual need of physical presence of the contracting parties.
2. Following the conclusion of the Insurance Policy, the Insurer must immediately deliver the insurance cover and insurance terms and conditions to the Policyholder by the agreed means of communication.
3. The Policyholder is entitled to withdraw from the Insurance Policy without giving a reason within 14 days from the date when the Insurance Policy is entered into or from the date when he/she was made familiarized with insurance terms and conditions, if this was done upon his/her request following the conclusion of the Insurance Policy. The Insurer must return the Policyholder without undue delay, however within 30 days from the date of withdrawal from the Insurance Policy at latest, the premiums paid, from which the sums already paid under the policy will be deducted. By the same date, the Policyholder must pay the Insurer the sum of the indemnity paid exceeding the sum of the premiums paid.

#### Article 13

##### *Transfer of rights to the Insurer*

1. If the person entitled to indemnity, the Insured or the person who incurred salvage costs in connection with the imminent insured event or the insured event that has already occurred has a right to damages or other similar right, this claim shall pass including accessions, pledges and other rights related to the claim to the Insurer upon the payment of the indemnity up to the amount of benefit provided by the Insurer to the Beneficiary. This shall not apply if such right is vested to that person against a person who lives with the former person together or is reliant on him or her as concerns nourishment, unless the person has caused the insured event wilfully.
2. The person whose right has passed to the Insurer shall issue the necessary documents to the Insurer and shall communicate everything to the Insurer that is necessary to file the claim. If the person frustrates the transfer of the right to the Insurer, the Insurer is entitled to reduce the benefits from the insurance by the

#### Article 11

##### *Exclusions from the insurance policy*

1. Insurance does not apply to any damage:
  - a) caused by the intentional conduct of the Insured, Policyholder or third party on their own initiative,
  - b) caused by functional stress, wear and tear or defect of material, corrosion; electrical short circuit or electrical excess voltage,
  - c) caused by a fault in design or manufacture,
  - d) caused by damage or destruction of tyres, unless other damage was suffered by the vehicle, under which the Insurer is obliged to provide the indemnity,

amount that the Insurer could otherwise obtain. If the Insurer has already provided the benefits, the Insurer is entitled to compensation up to that amount.

#### Article 14

##### *Delivery*

1. Insurer's documents shall be delivered by a postal service operator or by an Insurer's employee or another person authorised by the Insurer, as appropriate, to the address specified in the insurance policy or to the last address known to the Insurer.
2. An Insurer's document sent by a postal service operator as registered mail or ordinary mail, as appropriate, to the recipient is deemed to have been delivered:
  - a) on the third business day after sending the mail; for registered mail with acknowledgment of receipt, on the date of receiving the mail even if the mail is received by a different person, to whom the post-office has delivered the mail in compliance with postal service legislation (such as a family member);
  - b) on the date when the recipient refuses to take delivery of the letter,
  - c) on the date of return of the mail as undeliverable (for example, if the recipient cannot be reached at the address specified, the recipient has failed to put his or her first name and surname or name on the relevant letter box, the recipient has changed his or her place of residence, and the mail cannot be delivered),
  - d) on the last day of the time limit for deposition if the recipient could not be reached and the Insurer's document has been deposited by the mail carrier at the post-office, even if the recipient was not aware of such deposition.
3. Unless agreed otherwise, documents can be delivered via data exchange boxes. Unless such a document is delivered in such a way that a person who has access to such a document, owing to the scope of his or her authorisation, logs in to the data exchange box, the document is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless law or other legislation provides otherwise.
4. Unless agreed otherwise, documents can be delivered by electronic message, electronic message provided with a sender's advanced electronic signature or via the Insurer's Internet application. Electronic documents shall be delivered to the electronic address provided by the recipient. A document sent to the recipient electronically to the last notified electronic address is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless law or other legislation provides otherwise.

#### Article 15

##### *Personal data processing, communication*

1. The Insurer is obliged to handle personal data pursuant to Act No 101/2000 Coll., on Personal Data Protection.
2. The Policyholder agrees that the Insurer may store the information concerning the Policyholder's insurance in the information system of the Czech Insurance Association (hereinafter referred to as "CIA") and the Czech Insurer's Bureau (hereinafter the "CIB"), and that this information may be available to any CIA or CIB member. The purpose of the information system is to gather and process data in order to protect clients as well as insurers and to be used for statistical purposes.
3. The Policyholder agrees with the sending of commercial and marketing communications. This consent can be withdrawn anytime during the insurance.
4. The Policyholder agrees with the sending of information from the Insurer by means of electronic communication if the Policyholder has specified an electronic address or phone number in the insurance policy. This consent can be withdrawn anytime during the insurance.
5. Should the Policyholder not agree with receiving the information by electronic means under Article 15 (4), the Insurer may not send any documents by an electronic message with a guaranteed electronic signature of the sender attached under Article 14 (4).

#### Article 16

##### *Salvage Costs*

1. The Insurer shall pay reasonable costs incurred on salvage, incurred by the Policyholder, the Insured or other person:
  - a) to avert the immediate risk of occurrence of the insured event,
  - b) to alleviate the effects of the insured event that have already occurred,
  - c) were obliged to incur for hygienic, environmental or security reasons when liquidating the assets damaged by the insured event or remains thereof including the compensation of damages suffered when conducting these activities.
2. The Insurer will pay any reasonable demonstrable salvage costs, however up to 5 % of the agreed insured amount or indemnity limit.
3. The salvage costs incurred to save lives or health of people, will be paid by the Insurer up to 30 % of the agreed insured sum or indemnity limit.
4. The costs of standard tow-away or rescue of the vehicle are not deemed to be salvage costs within the meaning of this Article. Tow-away, rescue or other assistance services are provided by the Insurer in addition to the insurance policy independently under ATCTPLI.

#### Article 17

##### *Definitions*

1. **Additional equipment** means child safety seat, fire extinguisher (unless it is part of the mandatory equipment), towing rope, snow chains, and portable torch.
2. **Theft** shall mean unlawful taking a possession of the vehicle, part or equipment thereof with an aim to dispose of the vehicle, on condition that the perpetrator had to demonstrably overcome obstacles protecting the subject of insurance from being stolen. No proof is necessary if the entire vehicle was stolen or if the perpetrator of the theft was found guilty by final and conclusive court judgement.
3. **Burglary** shall refer to forcible entry in a vehicle with an aim to take the possession of the vehicle, part thereof or things stored in the vehicle, on condition that the perpetrator had to demonstrably overcome obstacles protecting the subject of insurance from being stolen. No proof is necessary if the entire vehicle was stolen or if the perpetrator of the theft was found guilty by final and conclusive court judgement.
4. **Hailstorm** shall mean an element of nature when pieces of ice formed in the atmosphere fall onto the insured thing rendering it damaged or destroyed.

5. **Robbery** shall mean an unlawful taking possession of the vehicle, equipment or part thereof by using violence or threat of imminent violence by the perpetrator against the car users.
6. **Standard price of a thing** shall mean the price for which the subject of insurance may be purchased on the market in the Czech Republic in the same quality and degree of wear or other depreciation under Act No 151/1997 Coll., on Property Valuation.
7. **Standard price of a vehicle** shall mean the price for which the subject of insurance may be purchased on the market in the Czech Republic in the same quality and degree of wear or other depreciation.
8. **Beneficiary** shall mean a person entitled to indemnity as a result of the insured event.
9. **Falling trees and other objects** shall mean a movement having characteristic of free-fall; fall of other objects must be caused by weather conditions.
10. **Fraud** shall mean an act by a person who enrich himself or herself to the detriment of property of others by misleading, or making use of mistake of others or by withholding material facts thus causing damage to the property of others.
11. **Policyholder** shall mean a person who entered into the Insurance Policy with the Insurer and is obliged to pay the premiums.
12. **Insured** is a person whose property is covered by the insurance policy.
13. **Damage to the wiring of a vehicle by an animal** shall mean such a damage to the wiring and cable assembly in a whole vehicle by an animal, damage to soft plastic or rubber components in the engine area (such as bushings, hoses, and radiator inlets and so on) by an animal.
14. **Floods** shall mean flooding of territorial units by water bursting out of banks of water courses or reservoirs (such as dams and ponds).
15. **Fire** is a flaming fire spreading outside its source. Any damage caused by scorching heat, by the effect of utility heat, smouldering, smoke pollution, or electrical current is not deemed to be caused by fire.
16. **Contractual service** shall mean a service having a cooperation contract with the Insurer and listed in an up to date list of contractual services of the Insurer (among other available at www.cpp.cz).
17. **Stroke of lightning** shall mean direct effects of lightning to the insured objects.
18. **Total loss** shall mean destruction or such damage to the subject of insurance that is technically beyond repair or when the usual cost of repair are equal to or exceed the Open Market Value of the Vehicle.
19. **Windstorm** is wind reaching at least 75 km/hour.
20. **Explosion** is a destructive process connected with the release of high pressure and strong force. It is accompanied by a acoustic shock and shock wave with destructive effects on the environment. Any damage caused by implosion (the opposite of explosion) is regarded similarly. Sonic boom and explosion in facilities where the explosive energy is knowingly used shall not be deemed to be an explosion.
21. **Anniversary of the insurance commencement date** shall mean the date corresponding by the number of the day in a month and name of the month with the insurance commencement date. Should the insurance commencement date fall upon 29 February, the insurance commencement anniversary date shall be the last calendar day of February.
22. **Basic equipment** shall mean equipment provided by the car manufacture for the given car model in a standard version without additional price payment.
23. **Inundation** shall mean any larger flooding of compact and continuous area by water being present in or running through this area for an extended period of time. Capillary action of ground humidity, even though connected with the rising of underground water levels, unless directly connected with flooding or floods, shall not be deemed to be flooding.
24. **Embezzlement** – shall refer to conduct, committed by a person who misappropriates a thing of another, which was entrusted to him/her and thus caused damage to property of another.
25. **Falling rocks, landslide or avalanches** shall mean a phenomena when there is a sudden movement and fall of considerable amount of soil, rocks, snow or ice on the slope. Gradual slow sliding or sinking of earth levels and slides caused by industrial activities are not deemed to be the insured event.
26. **Special equipment** shall mean an equipment provided for the vehicle in excess of the basic equipment, which is firmly attached to the vehicle and is specified in the Insurance Policy. The value of the equipment is included in the insured sum when the Insurance Policy is taken out.

#### Article 18

##### *Final provisions*

1. These General Terms and Conditions come into force on 1 January 2014.
2. Insurance policies taken out under these GTCCI are governed by laws and regulations of the Czech Republic and any potential disputes shall be brought before the competent courts of the Czech Republic.

**SUPPLEMENTAL INSURANCE TERMS AND CONDITIONS FOR VEHICLE  
ACCIDENT INSURANCE SITCVAI 1/14 F**

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These Supplemental Insurance Terms and Conditions for Vehicle Accident Insurance SITCVAI 1/14 F (hereinafter referred to as "SITCVAI") supplement the provisions of the General Insurance Terms and Conditions for Vehicle Accident Insurance GTCVAI 1/14 F (hereinafter referred to as "GTCVAI").

**SECTION Accident insurance****Article 1***Combination of insurance risks*

In compliance with Article 2, paragraph 2 of GTCVAI accident insurance may be taken out in the following combinations:

- ACCIDENT, NATURAL DISASTER, THEFT, VANDALISM
- ACCIDENT, NATURAL DISASTER, VANDALISM
- THEFT, NATURAL DISASTER

The contracted combination of insurance risks is stated in the insurance policy.

**Article 2***Types of insurance, benefits*

- KASKO – benefits are established in accordance with Article 10, paragraph 7 of the GTCVAI. In the case of agreement on benefits by budget, fulfilment shall be determined pursuant to Article 10, paragraph 17 of the GTCVAI.

- TOTAL – the insurance only applies to cases of total loss or theft of the entire vehicle. In this case, the benefit is established pursuant to Article 10, paragraph 7, letter a) of the GTCVAI.

TOTAL may only be taken out in combination with insurance risks pursuant to Article 1, letter a) of this section.

**Article 3***Subject matter of insurance - special equipment*

- Special equipment supplied with the vehicle after concluding the insurance policy is not a subject matter of the insurance, unless the Insurer is notified in writing thereof.
- In the case where the value of additionally installed special equipment in sum with the market value of the vehicle at the time of delivery of the special equipment does not exceed the sum insured of the vehicle stipulated by the Insurer at the time of conclusion of the insurance policy, it shall be sufficient to notify the Insurer in a special form intended for this purpose. The notification must be signed by the Policyholder and a representative of the Insurer, who shall confirm with his/her signature that the delivered item of special equipment is actually installed in the vehicle. As of this date, this item shall then become insured. The total value of special equipment provided may not exceed 10% of the market value of the vehicle at the time of submitting the written notification to the Insurer.
- The following is not insured as special equipment: tarpaulins for passenger vehicles, folding garage doors, electronic equipment not intended for vehicle operation, data carriers of a map software navigation system, accessories contrary to the law and other regulations for vehicle operation, spare parts, paintings, signs and stickers of all types.

**Article 4***Equipping the vehicle with a security device*

- A condition for taking out accident insurance for insurance risk of theft is equipping the vehicle with an immobilizer or approved mechanical security device, unless the insurance policy provides otherwise.
- If a loss event occurs from the insurance risk of theft and the vehicle was not properly locked and functionally secured pursuant to paragraph 1 of this Article, then the Insurer shall have the right to appropriately reduce the benefits by up to 50%.

**Article 5***Insurance of replacement vehicle hire costs*

- The subject matter of the insurance is the reimbursement of costs of hiring a replacement vehicle:
  - for the duration of the repair of the vehicle as a result of an accident, natural disaster or vandalism,
  - in the event of theft of the vehicle, up to the benefits limit; however, at max. until the found vehicle is returned.
- The insurance only covers the fees without any other operating costs, such as fuel and other operating fluids, washing, cleaning etc. .
- The insurance may only be contracted for passenger vehicles and freight vehicles with a total weight of up to 3,500 kg, unless the insurance policy provides otherwise.
- This insurance is taken out for KASKO type insurance.
- This insurance is contracted without deductibles.
- The coverage limit is the upper coverage limit of the Insurer for one loss event. The coverage limit amounts to CZK 5,000.
- The benefit of the Insurer amounts to a maximum of CZK 1,000 /1 day without VAT.
- The Policyholder shall become entitled to reimbursement of costs for hiring a replacement vehicle as a result of a traffic accident, natural disaster or vandalism provided the following conditions are met:
  - the duration of the repair according to the manufacturer's standards exceeds 8 man-hours,
  - the repair is performed by a natural or legal person authorized to do business in the field,
  - the Policyholder proves that he/she paid for the cost of hiring a replacement vehicle based on a document issued by a natural or legal person with the relevant authorization to do business.
- Entitlement to reimbursement for hiring a replacement vehicle as a result of theft, shall arise provided the following conditions are met:
  - theft of the vehicle has been reported to the police,
  - the Policyholder proves that he/she paid for the cost of hiring a replacement vehicle based on a document issued by a natural or legal person with the relevant authorization to do business.
- If accident insurance expires, then this insurance shall as well.

**Article 6***Damage claim notification*

- A damage insurance claim shall be reported by the policyholder, owner or beneficiary by phoning the client line +420 841 444 555.
- All supporting documents for claims events may be sent to one of the following contacts:
 

a) e-mail:	likvidace@cpp.cz
b) web:	www.mojecpp.cz
c) fax:	+420 547 213 468
d) address:	Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group P.O. BOX 28, 664 42 Modřice
- All documents shall be translated into Czech, foreign language supporting documents must be submitted in original form with a notarized translation into Czech. The cost of the translation of the documents shall be borne by the person who submits them.

**Article 7***Assistance services*

The driver and passengers in the vehicle with valid accident insurance are entitled to use assistance services in accordance with these SITCVAI, if they contact the contractual assistance service of the Insurer by telephone.

**SECTION II - Supplemental insurance**

Supplemental insurance may be taken out together with:

- a) liability insurance for injury caused by vehicle operation, or
- b) accident insurance, or
- c) a) and b).

Furthermore, it is possible to take out additional insurance on supplementary insurance with liability insurance for injury caused by vehicle operation or with accident insurance, unless the insurance policy provides otherwise.

Apart from expiration pursuant to Article 8 of the GTCVAI, supplementary insurance shall expire together with the expiration of liability insurance for injury caused by vehicle operation or accident insurance, if neither of these insurances is no longer valid in the insurance policy.

Supplementary insurance may be taken out as separate insurance as well, if it is explicitly stated in the insurance policy.

**A) Insurance of vehicle windows****Article 1**

*Subject matter of insurance, insurance risks*

1. The subject matter of the insurance is vehicle windows, which provide a field of vision from the vehicle. The subject matter of insurance does not apply to the windows of motorcycles, tricycles, quads, forklifts, roof windows, panoramic roofs, side and rear windows of buses and trolleybuses.
2. The subject matter of insurance is insured for insurance risks of accident, natural disaster, theft and vandalism.

**Article 2**

*Exclusions from the insurance policy*

Beyond the framework of general exclusions pursuant to Article 11 of the GTCVAI, the insurance does not apply to consequential damages, which could be e.g., damages to toll stickers, protective films etc.

**Article 3**

*Deductibles*

1. This insurance is taken out with 10% deductibles.
2. A deductible shall not be deducted if at least one of the following conditions is met:
  - a) at the time of the loss event, the insured vehicle was also insured with the Insurer with accident insurance,
  - b) the window was repaired (not replaced).

**Article 4**

*Coverage limit, benefits*

1. The coverage limit is the upper coverage limit of the Insurer for a loss event. The coverage limit is specified by the Policyholder in the insurance policy. The sum of benefits is currently limited to the market value of the vehicle at the time of the loss event.
2. The Insurer shall not pay out benefits, if the loss event to the window occurred as a result of theft of the entire vehicle or in relation to total loss to the vehicle.
3. The Insurer shall not pay out benefits, if others parts of the vehicle were damaged along with the losses to the insured window and the Policyholder exercises his/her entitlement to benefits under accident insurance..
4. The Insurer shall refuse to comply, if it is found that the insured glass was already damaged when contracting the insurance. If the Insurer should find out after the payment of benefits, the Insurer shall have the right to demand return of the benefits and the Policyholder shall be obliged to immediately return the benefits to the Insurer.
5. The Insurer shall not pay out benefits, if the window repair or replacement was not performed in a contractual repair shop of the Insurer. You can obtain a list of contractual repair shops by contacting the helpline of the contractual partner of the Insurer, GLOBAL ASSISTANCE a.s. (hereinafter referred to as "GA"), the helpline of the Insurer or on the internet at www.cpp.cz. In the case of damages to windows abroad, proceed in accordance with Article 10, paragraph 9 of the GTCVAI.
6. The Insurer shall provide the Policyholder benefits in accordance with Article 10, paragraph 7, letter b) and C) of the GTCVAI, with the difference that benefits by budget may not be agreed on.
7. The Insurer shall require procedure according to Article 6, paragraph 2 letter d) of the GTCVAI, if the loss event arose from either the insurance risk of vehicle theft or vandalism.
8. Underinsurance pursuant to Article 10, paragraph 5 of the GTCVAI does not apply to this insurance.

**B) Insurance of luggage in vehicle****Article 1**

*Subject matter of insurance, insurance risks*

1. The subject matter of insurance is luggage and items of personal effect transported in the insured vehicle (hereinafter referred to as the "luggage". The subject matter of insurance is also the luggage transported in a locked roof box, if the connection between the roof box and the roof rack as well as between the roof rack and vehicle is firmly secured and locked. For motorcycles, tricycles and quads, the subject matter of insurance shall be deemed the luggage placed in a locked compartment under the seat or in an additional locked box, which is firmly connected to the vehicle and locked. The roof and additional box must not be even in part made from any sort of fabric or material of weaker character.
2. The subject matter of insurance is insured for insurance risks of accident, natural disaster, theft, vandalism and loss. Loss is understood as the state, when the natural person has lost the ability to look after the insured item or part thereof, in connection with a traffic accident of the insured vehicle.

**Article 2**

*Exclusions from the insurance policy*

1. Luggage insurance can not be taken out on trailers.

2. A roof box, additional box, roof rack and bike rack attached to the rear door or on a tow bar shall not be considered luggage, but special equipment pursuant to Article 2 of the GTCVAI.
3. Beyond the framework of general exclusions from insurance pursuant to Article 11 of GTCVAI, this insurance does not apply to the following:
  - a) money, valuables, securities, cheques, bills, cheques, savings books, credit cards, tickets, airline tickets, etc.
  - b) personal documents,
  - c) jewels, jewellery, pearls, precious metals including items made from them, precious and semi-precious stones,
  - d) artwork, antiques, items of historical, collector and cultural value,
  - e) fur clothing garments,
  - f) electronic devices of all kinds, including audio and video equipment, cameras, mobile phones, computers except for laptops and netbooks transported in the luggage compartment of the vehicle, unless the insurance policy provides otherwise,
  - g) sound, image and data carriers, including records on them,
  - h) plans, documentation and other written materials,
  - i) tools, instruments; vehicle accessories, equipment and spare parts
  - j) animals,
  - k) weapons, ammunition, accessories or part thereof,
  - l) goods intended for further sale, unless the insurance policy provides otherwise,
  - m) items used for practicing a profession, apart from laptops and netbooks, unless the insurance policy provides otherwise,
  - n) items used for business activities, unless the insurance policy provides otherwise,
  - o) damages caused by their improper storage. Exclusions under letter e) and f) apply to theft only.
4. Insurance coverage applies only to the time when the items are transported in the vehicle, i.e. throughout the duration of the journey from the departure from the common parking point of the vehicle to its return.

**Article 3**

*Deductibles*

This insurance is taken out with 10% deductibles.

**Article 4**

*Coverage limit, benefits*

1. The coverage limit is the upper coverage limit of the Insurer for one loss event. The coverage limit is specified by the Policyholder in the insurance policy. The sum of benefits on the insured luggage is also limited to reasonable costs for its repair; however, at maximum up to the amount of the market price of the luggage at the time of the loss event. In the case of insurance risk of theft or loss, the sum of benefits is limited by the market price of the luggage at the time of the loss event. In case of the failure to prove the sum of claims to benefits, the Insurer shall pay out benefits in the amount of the so-called undisputed price of the item.
2. The Insurer shall refuse to comply, if it is found that the insured luggage had already been damaged when the insurance was contracted. If the Insurer should find out after the payment of benefits, the Insurer shall have the right to demand return of the benefits and the Policyholder shall be obliged to immediately return the benefits to the Insurer.
3. The Insurer requires procedure according to Article 6, paragraph 2 letter d) of the GTCVAI, if the loss event arose from either the insurance risk of vehicle theft, vandalism or theft.
4. The Insurer shall pay out benefits for a loss event arising from insurance risk of theft and loss, only if this loss event has been investigated by the police, the investigation is over, the stolen luggage has not been found and the Insurer is provided with a police protocol. A condition for receiving benefits is proof of ownership of acquisition of the given item. A condition for receiving benefits in the case of theft is also proof that the offender broke through the obstacle protecting the luggage
5. The Insurer shall pay out benefits in the case of a loss event arising from insurance risk of accident, natural disaster and vandalism, only if the Insurer will be allowed to inspect the damaged luggage. An exception to this provision is when with regard to the specific loss event, the special character of a natural disaster (e.g. flood, fire) does not allow for the given item to be objectively presented.
6. The Insurer shall pay out benefits in accordance with Article 10, paragraph 16 of the GTCVAI; however, in the max. amount of the coverage limit.

**C) Insurance of replacement vehicle hire costs****Article 1**

*Subject matter of the insurance*

1. The subject matter of the insurance is the reimbursement of costs of hiring a replacement vehicle:
  - a) for the duration of the repair of the vehicle as a result of an accident, natural disaster or vandalism,
  - b) in the event of theft of the vehicle, up to the benefit limit; however, at max. until the found vehicle is returned.
2. Insurance only covers the fees without any other operating costs, such as fuel and other operating fluids, washing, cleaning etc.
3. The insurance is only contracted for passenger vehicles and freight vehicles with a total weight of up to 3,500 kg, unless the insurance policy provides otherwise.

**Article 2**

*Deductibles*

This insurance is contracted without deductibles.

**Article 3**

*Coverage limit, benefits*

1. The limit of the benefit is the upper coverage limit of the Insurer for one loss event. The coverage limit amounts to CZK 10,000.
2. The benefits of the Insurer amount to a maximum of CZK 2,000 /1 day without VAT.

3. For the provision of insurance benefits, the condition must be met that the replacement vehicle is of the same or lower class than the insured vehicle; however, middle class at max. (Škoda Superb, VW Passat, Ford Mondeo, etc.).
4. The Policyholder shall become entitled to reimbursement of costs for hiring a replacement vehicle for the duration of its repair as a result of a traffic accident, natural disaster or vandalism provided the following conditions are fulfilled:
  - a) the duration of the repair according to the manufacturer's standards exceeds 8 man-hours,
  - b) the repair is performed by a natural or legal person authorized to do business in the field,
  - c) the Policyholder proves that he/she paid for the cost of hiring a replacement vehicle based on a document issued by a natural or legal person with the relevant authorization to do business.
5. Entitlement to reimbursement for costs for hiring a replacement vehicle as a result of theft, shall arise provided the following conditions are met:
  - a) theft of the vehicle has been reported to the police,
  - b) the Policyholder proves that he/she paid for the cost of hiring a replacement vehicle based on a document issued by a natural or legal person with the relevant authorization to do business.
6. Entitlement to reimbursement for costs for hiring a replacement vehicle, in the case of the occurrence of total loss to the vehicle as a result of an accident, natural disaster or vandalism shall come into effect, only if the Policyholder proves that he/she has paid for the costs of hiring a replacement vehicle based on the document issued by a natural or legal person with the appropriate authorization to operate a business.
7. If insurance is contracted in accordance with this Section and in accordance with Section I, Article 5 of the SITCVAI, benefit limits shall be added up. In this case, the insurance benefit of the Insurer amounts to a maximum of CZK 2,000 /1 day without VAT.

#### D) Insurance of natural risks

##### Article 1

###### *Subject matter of insurance, insurance risks*

1. Insurance of natural risks (hereinafter referred to as "INR") shall apply to damages or destruction of the vehicle caused by an insured risk of natural disaster pursuant to Article 2, paragraph 6 of the GTCVAI.
2. Furthermore, INR applies to damages incurred as the result of direct collision of an insured vehicle with an animal, with the exception of:
  - a) damages that were not caused by direct collision with an animal (consequential damages such as the vehicle rolling off the road, crashing into another obstacle, etc.),
  - b) damages that occurred off the road pursuant to applicable laws.
 An animal is deemed a wild animal, domestic animal, livestock, game animals (deer).
3. This insurance also covers the insurance of damages to vehicle's cabling caused by an animal, see Article 17, paragraph 13 of the GTCVAI with the exception of damages incurred as a result of damages to the cabling by an animal (consequential damages arising from short-circuiting of the electrical wiring, operating fluid leak, etc.).

##### Article 2

###### *Deductibles*

This insurance is taken out with 10% deductibles.

##### Article 3

###### *Coverage limit, benefits*

1. The coverage limit is the upper coverage limit of the Insurer for a loss event. The coverage limit is specified by the Policyholder in the insurance policy. The sum of benefits is currently limited to the market value of the vehicle at the time of the loss event.
2. If a loss event arises from an insurance risk pursuant to Article 1 of this Section of the SITCVAI and the insured vehicle is also insured with accident insurance for insurance risk of natural disaster, then the Policyholder shall specify, which insurance he/she wishes to receive benefits from. Benefits may not be drawn from both simultaneously.
3. If a loss event arises from an insurance risk pursuant to Article 1 of this Section of the SITCVAI and the insured vehicle is also insured with accident insurance for insurance risk of accident, then the Policyholder shall specify, which insurance he/she wishes to receive indemnity from. Indemnification is not possible from both simultaneously.
4. The Insurer shall not provide indemnity on partial damages, if the vehicle repair was not performed at the Insurer's contractual repair shop (among other things, it is not possible to agree on indemnity by budget). You can obtain a list of contractual repair shops by calling the GA helpline, the Insurer's helpline or on the internet at www.cpp.cz. In the case of damages to the vehicle abroad, proceed in accordance with Article 10, paragraph 9 of the GTCVAI.
5. Underinsurance pursuant to Article 10, paragraph 5 of the GTCVAI does not apply to this insurance.

#### E) Direct settlement - vehicle insurance in case of damage in a traffic accident caused by the driver of another vehicle

##### Article 1

###### *Subject matter of insurance, insurance risk, scope of coverage, territorial validity*

1. The subject matter of insurance is:
  - a) passenger or freight vehicles with a gross weight of up to 3,500 kg, stated in the insurance policy with a valid Czech registration book and registration number (licence plate), which is eligible for use on the road under the relevant legislation,
  - b) costs for hiring a replacement vehicle.
2. Insurance does not apply to damages to the insured vehicle caused by collision with another vehicle, whose driver or operator is obliged to compensate all of the damages. All of the following conditions must be met concurrently:
  - a) the collision was caused by another vehicle, the operation of which is associated with the obligation for liability insurance for injury caused by the

- operation of a vehicle pursuant to Act No. 168/1999 Coll., on Motor Third Party Liability Insurance (hereinafter referred to as "MTPLI"),
  - b) the person who has the obligation to compensate the damages (hereinafter referred to as the "Responsible Person") and also the vehicle, which caused the damage, were found and identified,
  - c) the traffic accident was immediately reported to the police; in cases, when the law does not provide for this obligation, the parties involved in the accident shall draw up a joint record of the traffic accident,
  - d) passengers travelling in the insured car did not suffer bodily harm or death.
3. For the provision of insurance benefits pursuant to paragraph 1 letter b) of this Article, the following conditions must be met:
    - a) in the case of partial damages to the insured vehicle, the replacement vehicle was hired for the necessary time; however, at maximum until the complete repair of the insured vehicle,
    - b) in the case of total loss to the insured vehicle, the replacement vehicle was hired for the time necessary to purchase a new one; however, at maximum until the payment of benefits in accordance with paragraph 1, letter a) of this Article; at the same time, the costs for hiring a replacement vehicle were used to this effect,
    - c) the replacement vehicle was hired in a contractual unauthorized repair shop of the Insurer and where the insured vehicle is being repaired, or in a contractual car hire of the Insurer (list of repair shops and car hires can be obtained on the GA helpline, the Insurer's helpline or on the internet at www.cpp.cz) and the contractual partner was notified by the Policyholder that the fee is to be determined according to the price list for ČPP,
    - d) the replacement vehicle is the same of lower class than the insured vehicle; however, middle class at maximum (Škoda Superb, VW Passat, Ford Mondeo, etc.),
    - e) the insured vehicle is repaired in a contractual unauthorized repair shop of the Insurer.
  4. The insurance applies to loss events that occur within the territory of the Czech Republic and within the territory of neighbouring countries within a direct distance of 30 km from the Czech border.

##### Article 2

###### *Exclusions from the insurance policy*

1. The insurance does not apply to damages, which are not covered by motor third party liability insurance pursuant to MTPLI.
2. The insurance does not apply to damages incurred in another way than by direct collision with a vehicle (e.g. damages to windows caused by stone, damages caused by flying objects, etc.).
3. The insurance does not apply to damages, which are excluded from benefits in accident insurance pursuant to Article 11 of the GTCVAI.
4. Operating costs, e.g. fuel and other operating fluids, washing, cleaning, etc., are not considered costs for hiring a replacement vehicle.

##### Article 3

###### *Deductibles*

This insurance is contracted without deductibles.

##### Article 4

###### *Sum insured, coverage limit, benefits*

1. The sum insured pursuant to Article 1, letter a) is defined in Article 10 of the GTCVAI.
2. The coverage limit pursuant to Article 1, paragraph 1 letter b) is CZK 60,000.
3. The Insurer shall pay out benefits under Article 1, paragraph 1, letter a) in the case of total loss pursuant to Article 10, paragraph 7, letter a) of the GTCVAI. In the case of partial damages, the Insurer shall pay out benefits pursuant to Article 10, paragraph 7, letter b) of the GTCVAI. The condition for the payment of benefits is the repair of the insured vehicle at a contractual unauthorized repair shop of the Insurer (list of repair shops and car hires can be obtained on the GA helpline, the Insurer's helpline or on the internet at www.cpp.cz), thus it is not possible to agree on benefits by budget. Repair at a contractual authorized repair shop may only be carried out based on the expressed consent of the Insurer.
4. Benefits pursuant to Article 1, paragraph 1, letter b) shall be provided by the Insurer based on the submitted document, which the beneficiary will prove the payment of fees with.
5. By reporting a loss event to the Insurer, the Policyholder authorizes the Insurer to perform all acts associated with the settlement of the loss event and exercise of the right to compensation for damages from the insurance company, with which motor third party liability insurance is contracted for the Responsible Person, or the Guarantee Fund of ČKP, including the receipt of benefits. If the Policyholder contacts the insurance company, with which motor third party liability insurance is contracted for the Responsible Person, the Policyholder shall always be obliged to notify the insurance company of this authorization.
6. If it is found during the investigation of a loss event, or the court or another competent authority decides that the Policyholder also contributed to the damages, then the benefit shall be determined according to the extent of his/her involvement in the losses suffered, i.e. that the benefit will be reduced for the Policyholder by the extent of his/her involvement..
7. If after payment of the benefit it is found that the extent of the Responsible Person's involvement is lower or none at all, the Policyholder shall be obliged to return the respective amount of the benefit or the benefit in full to the Insurer.

#### F) Bodily injury insurance of the driver and passengers of the vehicle

##### Article 1

###### *Scope of insurance, sum insured*

1. An accident under these insurance conditions is deemed an accident that was caused by transporting passengers while operating the insured vehicle (hereinafter referred to as "injury"), which occurred:
  - a) while starting the engine of the vehicle just before driving,
  - b) while getting in or out of the vehicle right before or after driving,
  - c) while driving the vehicle or during the accident thereof,
  - d) during a brief stop of the vehicle, if the accident occurred in the vehicle or close to it on the road,

- e) when removing common vehicle failures incurred while driving, if the accident occurred in the vehicle or close to it on the road.
2. Insurance may only be taken out for two-track vehicles that do not have standing space listed in the registration book licence, unless the insurance policy provides otherwise; A motorcycle with a sidecar, quad or other vehicle similar in nature to a motorcycle, shall not be deemed a two-track vehicle,
  3. Insurance can be taken out exclusively for all seats. If more passengers are transported in the vehicle, than the number of seats according to the registration book, and a loss event occurs, then the Insurer shall have the right to reduce the indemnity for each person by up to 50%.
  4. The insurance is regulated by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), the General Terms and Conditions for Injury Insurance on the Road GTCIIR 1/14 (hereinafter referred to as the "GTCIIR") and the General Terms and Conditions for Vehicle Accident Insurance GTCVAI 1/14 F. Injury Insurance includes the following insurance risks with the given basic sum insured:
    - a) in case of death caused by an accident CZK 100,000,
    - b) in case of permanent consequences caused by an accident CZK 200,000,
    - c) daily compensation for treatment of injury CZK 100,
    - d) daily compensation for hospital stay due to injury CZK 100,
 Sums insured pursuant to this paragraph may be arranged from one times through whole multiples to four times the basic sum insured. The sum insured of daily compensation are for two, three and four times CZK 200. Multiples can be taken out only for vehicles with a maximum of 9 seats.

#### **Article 2** *Benefits*

1. In case of death, the insurer shall pay out benefits in accordance with Article 10 of the GTCIIR,
2. In case of permanent consequences caused by an accident, the insurer shall pay out benefits in accordance with Article 11 of the GTCIIR from 10% of the scope of physical damage, without progression. The insurer shall not reimburse the costs of transportation of the insured person from abroad to the Czech Republic with the purpose to determine the extent of permanent consequences,
3. the insurer shall pay DA in accordance with Article 12 of the GTCIIR, if the treatment lasts for a minimum of 22 days, for each day of treatment, retroactively from the first day of treatment,
4. DAH for medically necessary hospitalization after an accident shall be paid by the insurer in accordance with Article 13 GTCIIR, if the hospitalization last for a minimum of 3 days, for each day of hospitalization, retroactively from the first day of hospitalization. The number of days is given by the number of midnights spent in hospital,
5. Apart from the case mentioned in Article 6, paragraph 1 of the GTCIIR, the insurer shall have the right to reduce benefits by up to 50%, in the case of:
  - a) violation of the prohibition of entry onto railway crossing,
  - b) turning or driving in the opposite direction on the motorway or road for motor vehicles,
  - c) failing to fasten the seatbelt, which is built in by the manufacturer, or other compulsory retaining system,
  - d) failure to comply with generally applicable safety regulations during activities pursuant to Article 1, paragraph 1,
  - e) if at the time of the loss event the insured vehicle is used within the context of riskier types of use than specified in the insurance policy.
 Reduction of benefits in cases stated under letter a) and b) shall only apply to the driver of the vehicle.
6. The insured person shall have the right to benefits for permanent consequences of an accident or in the form of daily compensation. In the event of death of the insured person as a result of injury, the person appointed in accordance with § 2831 of the Civil Code shall be entitled to benefits,
7. To exercise rights to benefits, a police protocol must be submitted.

#### **Article 3** *Exclusions from the insurance policy*

Apart from the exclusions from insurance referred to in Article 14 of the GTCIIR, the insurance also does not cover damages when:

- a) performing standardized tests for speed, brakes, tipping and stability of the vehicle, trailing throttle with the highest speed, breaking-in etc.,
  - b) operating a vehicle that does not meet the requirements of road safety, safety of the driver, passengers and items in terms of the condition of its structure and registration book,
  - c) operating a vehicle, whose technical eligibility for use has not been approved,
  - d) a vehicle is driven by a person who is not the holder of the relevant driving licence, with the exception of a vehicle being driven by a person who is learning how to drive a vehicle or executing a driving test, and always only under the supervision of a licensed instructor or driver's trainer in private lessons,
  - e) a vehicle is driven by a person, who has been forbidden to drive a vehicle, at the time of this ban,
  - f) a vehicle is driven by a person under the influence of alcohol, narcotic or psychotropic drugs or medication labelled with a prohibition to drive a motor vehicle, or who has refused to undergo medical examination with the objective to determine these substances,
  - g) driving of the vehicle has been left to a person as defined in letters d), e) and f) of this paragraph,
  - h) driving a vehicle that is used illegally,
  - i) transport of insured persons are transported outside of the space intended for the transport of persons,
  - j) operating the vehicle at a time when it is used as a work tool.
- Exclusions under letter b) to h) shall only apply to the vehicle driver and persons, who during the investigation of the loss event are found to have known or could have known about the stated facts.

## **G) Machine insurance**

### **Article 1**

#### *Introductory provisions*

1. Insurance of machines, which is concluded by Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group (hereinafter the Insurer), shall be governed by the insurance policy, the General Terms and Conditions for Property Insurance GTCPI 1/14, these SITCVAI and relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
2. Machine insurance is damage liability insurance.

### **Article 2**

#### *Insurance risks, subject matter of insurance*

1. Machine insurance is taken out for cases of sudden or unexpected damages or destruction of a subject matter of insurance as a result of the following causes:
  - a) post-warranty structural, material or production defect,
  - b) negligence,
  - c) failure of measuring, control or security devices,
  - d) tearing due to centrifugal force,
  - e) overpressure from steam, gas or liquid or underpressure,
  - f) short circuit or other effects of electrical current (for example, over-voltage, induction),
  - g) fall of another object onto the subject matter of insurance or penetration of a foreign object into the subject matter of insurance,
  - h) frost.
2. The insurance applies to a vehicle (hereinafter referred to as the "subject matter of insurance").
3. Machine insurance may be arranged only for vehicles equipped with a superstructure or serving for a specific work activity.
4. Machine insurance may be taken out only under the condition that vehicle accident insurance has also been contracted in the insurance policy.
5. The subject matter of insurance is insured only under the condition that to the starting date of insurance the subject matter is found in operable condition, undamaged and put into operation in accordance with applicable laws and requirements of the manufacturer.

### **Article 3**

#### *Place of the insurance*

One of two places may be contracted in the insurance policy:

- a) EURO - the insurance applies to loss events that occur during the insurance period within the territory of Europe, including Turkey, excluding Russia, Belarus, Ukraine and Moldavia, unless the insurance policy provides otherwise,
- b) ZK - The insurance applies to loss events that occur during the insurance period within the territory of Europe, including Russia and Turkey, as well as Morocco and Tunisia, unless the insurance policy provides otherwise.

### **Article 4**

#### *Special exemptions from the insurance*

1. Insurance does not cover damages caused:
  - a) to fuel, rechargeable batteries, electrochemical cells,
  - b) by damage or destruction of components or parts, which are regularly replaced for wear or consumption,
  - c) by common premature wear,
  - d) by corrosion or excessive scale build-up, sludge or similar deposits; however, the Insurer shall not be obliged to provide benefits for any damage incurred to other parts of the subject matter of insurance,
  - e) use of the subject matter of insurance, which required repair, if this circumstance was or could have been known to the Policyholder; however, the Insurer shall be obliged to provide benefits, if the subject matter of insurance was at least temporarily repaired at the time of the damage, with the consent of the Insurer.
2. Unless the insurance policy provides otherwise, the insurance does not apply to the following:
  - a) danger associated with the use of the subject matter of insurance of own production or subject matter of insurance transferred by third parties, which the manufacturer or seller hold responsibility for,
  - b) subject matter of insurance 8 years and older,
  - c) mobile telephones and hand-held power tools.
3. Insurance applies to damages incurred to the motion and drive train, only if other damage occurs to the subject matter of insurance at the same time and from the same cause, which was not the result of damages to the motion and drive train, and that the Insurer is obligated to pay benefits for.
4. Unless other damage to or destruction of the subject matter of insurance occurs at the same time and from the same cause, the insurance shall not apply to:
  - a) auxiliary and operating materials,
  - b) record media used for recording data, in terms of the user non-interchangeable (for example, hard drives of any kind) and data required for the basic function of the subject matter of insurance (system programs or similar data),
  - c) conveyors, belts, cables, chains, ropes, bands, straps, brushes, tires and wheels discs,
  - d) additional devices, spare parts and basics of the subject matter of insurance,
  - e) tools of all types (e.g. drills, knives, saw blades, cutting and grinding wheels, moulds, dies and casts),
  - f) other parts that wear out with use and need to be replaced over the lifetime of the subject matter of insurance (e.g. conveyor belts, chains, straps, belts, grates and burner nozzles of combustion equipment, hoses, rubber, textile, plastic covers, master cylinders, as well as sliding and rolling bearings, glass parts, pneumatic hammers and working parts of crushers, pistons and cylinder liners, gaskets, etc.),
  - g) glass parts of the subject matter of insurance.

**Article 5***Insurer's performance, recovery costs and other costs*

1. In the case of destruction of the subject matter of insurance, the Insurer shall pay out benefits in the amount of the price of the subject at present time, i.e. the price of the item immediately before the loss event.
2. In the case of damage to the subject matter of insurance, the Insurer shall provide benefits in the amount of the reasonably incurred costs to repair the subject matter of insurance. If the total cost to repair the subject matter of insurance under this Article shall be equal to or higher than the price of the insured subject matter at the present time, at the time of the loss event, the Insurer shall pay the amount equal to the given price of the subject matter of insurance at the present time.
3. In terms of damages to electronic elements, electrical components, electronic controlling and technological groups and nodes of insured machines and machinery, to the motion and drive train of the subject matter of insurance and piping, the Insurer shall provide benefits in the amount of the price at the present time.
4. In the case of damage or destruction of the subject matter of insurance pursuant to Article 4, paragraph 4 of this Section of the SITCVAI, the Insurer shall provide benefits in the amount of the price at the present time.
5. Beyond the scope of the insurance benefits, the Insurer shall pay the reasonably incurred recovery costs that the Policyholder, the Insured or another party:
  - a) has spent on averting an imminent loss event, but no more than 2% of the agreed insured sum for the subject matter of the insurance on which such costs have been expended;
  - b) has spent on mitigating the consequences of an occurred loss event, but no more than 2% of the agreed insured sum for the subject matter of the insurance on which such costs have been expended;
  - c) was obliged to spend due to hygiene, environmental or safety reasons while clearing away the property damaged by the loss event or the remains of such property, including the compensation for damage sustained by them during such activities, but no more than 5% of the agreed insured sum for the subject matter of the insurance on which such costs have been expended.

**Article 6***Interpretations*

For the purposes of this insurance, the following definitions shall apply:

1. **Induction** damage or destruction of the subject matter of insurance by the effect of an external electromagnetic field.
2. **Negligence:**
  - a) such event that the person who caused the damage, knew that his/her actions may cause damage; however, without good reason assumed that he/she will not cause damage (conscious negligence),
  - b) Such event that the person who caused the damage did not know that his/her actions may cause damage, although given the circumstances and his/her personal situation he/she should have and could have known, for example, ineptitude, carelessness, inattention, improper handling etc. (unconscious negligence).
3. **Motion and drive unit of the subject matter of insurance** a set of parts of the vehicle, which serve to propel the entire vehicle, i.e. the engine including systems which ensure its operation, transmission, chassis (pods, steering, brakes).
4. **Auxiliary and operating materials** for example, chemicals, filters, filtration materials and filter cartridges, contact materials, catalysts, coolants, cleaners, lubricants, oils and gas charges.
5. **Operable condition** the condition of the subject matter of insurance, in which it is after completion of the acceptance test and trial operation to perform the specified functions and comply with the values of the parameters defined in the limits set by the technical documentation.
6. **Overvoltage** higher voltage than the maximum operating voltage of the electrical system. Overvoltage arises from atmospheric effects (direct or indirect stroke of lightning) or industrial activity (e.g. switching on and off large loads).
7. **Overvoltage** higher voltage than the maximum operating voltage of the electrical system. Overvoltage arises from atmospheric effects (direct or indirect stroke of lightning) or industrial activity (e.g. switching on and off large loads).
8. **Hand-held electrical tool** a set of tools for some craft professions or other closely related specialized manual work.
9. **Glass parts** glass parts of the subject matter of insurance, mainly cab glazing, glazing of lighting etc.
10. **Machine parts** auxiliary equipment, auxiliary tools and devices that are firmly attached to the machine (machinery) and that are necessary for the operation of the machine according to its purpose. Data is not deemed a machine part.
11. **Machine** special purpose, usually a mechanical or electromechanical device that is self propelled, i.e. using other power than muscle.
12. **Effectively incurred costs** necessary extra costs for express delivery and costs for re-acquisition of data necessary for the basic function of the subject matter of the insurance.
13. **Vehicle** a vehicle including the bodywork and machine components stated in the insurance policy with a valid Czech registration book and Czech registration number (licence plate), which is suitable for operation on roads under applicable laws.
14. **Short circuit** connection of an electrical source without an appliance, or the condition, in which the electrical circuit does not pass through the appliance, but directly from one pole of the source to the other.

**H) Assistance Plus insurance**  
**Assistance CAR Plus insurance**  
**Assistance TIR Plus insurance**  
**Assistance Trailer insurance**

The subject matter of Assistance Plus insurance, Assistance CAR Plus insurance, Assistance TIR Plus insurance and Assistance Trailer insurance are selected assistance services in accordance with Section III SITCVAI.

**SECTION III Assistance, assistance insurance****Article 1***Introductory provisions*

The following conditions supplement the previous provisions of SITCVAI. In terms of the law, assistance insurance is damage insurance.

**Article 2***Common provisions, exclusions from insurance*

1. All assistance services including their reimbursement pursuant to the scope of these SITCVAI, shall be provided based on a telephone request made by the beneficiary at telephone number GA tel. 1220, from abroad +420 1220 or +420 266 799 779 with non-stop operations intended for this purpose.
2. All costs paid without the prior approval of GA shall be paid by the beneficiary in their full scope. With the exception of cases, where the beneficiary was not able to contact GA for objective reasons, then GA shall pay for these costs in the scope as defined under the SITCVAI hereof; however, at max. up to the amount of costs that would have been incurred if the assistance service had been organized.
3. For all beneficiaries, if they are non-payers of VAT, the financial limit is understood as inclusive of VAT.
4. If a beneficiary shall become entitled to any kind of assistance, then due to this fact the beneficiary shall also be entitled to reasonable assistance from the operator relative to the specific situation:
  - a) interpretation over the telephone when in contact with the police, a worker of the intervening assistance service, repair shop, hotel staff or other authority,
  - b) searching for hotels, repair shops, airports, taxis, connections in schedules and flight timetables.

The stated services are not denominated by a financial amount, they are provided to the beneficiary outside of the framework of the specified limits of other services.
5. The beneficiary shall be obliged to provide necessary cooperation, in particular in reporting identification data to the operator of GA about the vehicle and all beneficiaries, who will use one of the assistance services. Moreover, a brief description of the situation and place of breakdown or accident. Based on this information, the operator of GA shall come to an agreement with the beneficiary on an optimal way to provide assistance services. The beneficiary is shall also be obliged to proceed in accordance with the instructions of the operator of GA. GA handles personal information about beneficiaries in accordance with applicable laws and regulations, particularly pursuant to Act No. 101/2000 Coll. as amended.
6. If insurance is taken out with the Insurer for the vehicle, which gives rise to multiple claims for assistance services to the beneficiaries pursuant to these SITCVAI, then the respective limits of identical types of assistance services shall be added together.
7. If the vehicles are connected into a vehicle combination and the whole vehicle combination is towed as a unit at the same time, then the limits of assistance services for vehicle towing of both vehicles shall be added together.
8. The number of beneficiaries is limited to a maximum of the number of seats in the vehicle in accordance with the registration book of the vehicle. The beneficiary within the meaning of this insurance is not a person transported for a fee.
9. The regional applicability of the assistance services is Europe, including the whole territory of Turkey. The insurance is not valid in the territory of Russia (with the exception of the Kaliningrad region), Greenland, Iceland, the Faeroe Islands, Svalbard archipelago, the Canary Islands and Madeira. Under these insurance conditions, Kazakhstan, Armenia, Georgia and Azerbaijan are not considered European countries.
10. For the purposes of these SITCVAI, an accident is deemed any sudden effect of an external force, which result in the unroadworthiness of the vehicle and thus requiring assistance intervention (i.a. even snow falling from the roof of a building onto the vehicle). Furthermore, an accident is deemed a situation when the vehicle is not even damaged or immobile, but without external assistance the vehicle can not be driven further (e.g. suddenly driving onto an icy stretch of the road, driving off the road into a shallow ditch, etc.).
11. Repair on site where the malfunction occurred will be carried out only if it possible for technical reasons (e.g. need for diagnostic instruments or special tools), legal (e.g. breach of warranty conditions) or safety (e.g. in terms of road safety, safety of the technician's work).
12. Assistance services stated in Section III C), Article 2, paragraph 2, letter b) and c) and in Section III D), Article 2, paragraph 2, letter b) and c) shall be provided by GA even in the case that the vehicle has been stolen. The condition for the provision of assistance services is reporting the theft of the vehicle to the local police.
13. Exclusions from the insurance policy
  - a) for assistance services, the same exclusions apply as for liability insurance for injury caused by vehicle operation and accident insurance in accordance with their respective insurance terms and condition with the exception of Article 11, paragraph 1, letter b) to f) of the GTCVAI; for the needs of these SITCVAI, a tire defect shall be deemed a vehicle malfunction,
  - b) all customs fees and taxes, cost of fuel and parking fees,
  - c) all costs associated with consequential damages,
  - d) all costs associated with the transportation of cargo.
14. In the event that any of the services were provided to the beneficiary at a time when entitlement to the use of these services did not exist, the beneficiary shall be obliged to reimburse the Insurer the costs incurred for the provision of these services.
15. GA reserves the right not to provide assistance service, in the case of objective emergency obstacles at the site of the intervention.

**A) Assistance Special Insurance****Article 1***General provisions*

Drivers and passengers transported in the vehicle with valid liability insurance for injury caused by vehicle operation type 35 PLI or 50 PLI or accident insurance shall become entitled to use assistance services provided by the contractual partner of the Insurer GA, repeatedly for the whole duration of the validity of at least one of these insurances.

**Article 2***Scope of insurance*

1. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall be entitled to the provision of:
  - a) arrival and departure of assistance services,
  - b) vehicle repairs at the site of the malfunction, with the exception of spare parts, the costs of which shall be borne by the beneficiary,
  - c) vehicle extrication,
  - d) towing of the vehicle to the nearest repair shop or another place the beneficiary shall specify.
2. In the event that the vehicle is immobile after a malfunction or accident incurred within the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement of assistance services in accordance with paragraph 1 of this Article in the full amount related to a single malfunction or a single accident:
  - a) CZK 2,500 for a vehicle with a total weight of up to 3,500 kg,
  - b) CZK 3,500 for a vehicle with a total weight of over 3,500 kg.
3. In the event that the vehicle is immobile after a malfunction or accident incurred outside of the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement of assistance services in accordance with paragraph 1 of this Article in the full amount related to a single malfunction or a single accident:
  - a) CZK 5,000 for a vehicle with a total weight of up to 3,500 kg,
  - b) CZK 10,000 for a vehicle with a total weight of over 3,500 kg.

**B) Assistance Super insurance****Article 1***General provisions*

Drivers and passengers transported in the vehicle with valid liability insurance for injury caused by vehicle operation type 100 PLI shall become entitled to use assistance services provided by the contractual partner of the Insurer GA, repeatedly for the whole duration of the validity of this insurance.

**Article 2***Scope of insurance*

1. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall be entitled to the provision of:
  - a) arrival and departure of assistance services,
  - b) vehicle repairs at the site of the malfunction, with the exception of spare parts, the costs of which shall be borne by the beneficiary,
  - c) vehicle extrication,
  - d) towing of the vehicle to the nearest repair shop or another place the beneficiary shall specify.
2. In the event that the vehicle is immobile after a malfunction or accident incurred within the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement of assistance services in accordance with paragraph 1 of this Article in the full amount related to a single malfunction or a single accident:
  - a) CZK 5,000 for a vehicle with a total weight of up to 3,500 kg,
  - b) CZK 7,000 for a vehicle with a total weight of over 3,500 kg.
3. In the event that the vehicle is immobile after a malfunction or accident incurred outside of the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement of assistance services in accordance with paragraph 1 of this Article in the full amount related to a single malfunction or a single accident:
  - a) CZK 10,000 for a vehicle with a total weight of up to 3,500 kg,
  - b) CZK 20,000 for a vehicle with a total weight of over 3,500 kg.

**C) Assistance Plus insurance****Article 1***General provisions*

1. Assistance Plus insurance may only be taken out provided that liability insurance for injury caused by vehicle operation or accident insurance is contracted and effective at the same time in the insurance policy.
2. Drivers and persons transported in the vehicle with valid Assistance Plus insurance shall be entitled to use the assistance provided by the Insurer's contractual partner GA, repeatedly throughout the period of insurance.

**Article 2***Scope of insurance*

1. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall be entitled to the provision of:
  - a) arrival and departure of assistance services,
  - b) vehicle repairs at the site of the malfunction, with the exception of spare parts, the costs of which shall be borne by the beneficiary,
  - c) vehicle extrication,
  - d) towing of the vehicle to the nearest repair shop or another place the beneficiary shall specify.
2. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall further be entitled to the provision of:
  - a) safekeeping of the immobile vehicle, for a max. of up to 2 working days; GA shall also cover the safekeeping of an immobile vehicle on Saturdays, Sundays, holidays and days of rest, which precede the given working days, are inserted between them or after them, in the same amount as on a working day, where this period is not included in the stated deadline of two days; a condition for the provision of this assistance service is the immobility of the vehicle as a result of a malfunction or accident, which persists at least 8 hours from when the request for assistance services was made with GA,
  - b) accommodation in a hotel for all persons transported in the vehicle until the vehicle is mobilized or until departure pursuant to letter c) of this paragraph, but no more than 2 nights, provided the vehicle is immobile for at least 8 hours from when the request for assistance services was made with GA, as a result of a malfunction or accident, or in the case of vehicle theft,
  - c) return to the place of residence for all of the persons transported in the vehicle, including full reimbursement of these services, if the vehicle remains irreparable as a result of a malfunction or accident, or in the case of vehicle theft; GA shall choose the means of transport,

- d) opening of the vehicle and replacement of locks upon the loss of keys, provided it is not necessary to use a specialized company, where the cost of locks, keys and other materials shall be borne by the beneficiary,
  - e) re-pumping of fuel in the case of accidental confusion, where the cost of fuel, fuel filters and other material shall be borne by the beneficiary; re-pumping may be performed on site of the intervention or repair shop,
  - f) ecological disposal of a vehicle wreck including payment of this disposal.
3. The beneficiary shall be entitled to reimbursement of assistance services pursuant to paragraph 1 of this Article in the full amount related to a single malfunction or single accident within the territory of the Czech Republic:
    - a) CZK 5,000 for a vehicle with a total weight of up to 3,500 kg,
    - b) CZK 7,000 for a vehicle with a total weight of over 3,500 kg.
  4. The beneficiary shall be entitled to reimbursement of assistance services pursuant to paragraph 1 of this Article in the full amount related to a single malfunction or single accident outside of the territory of the Czech Republic:
    - a) CZK 20,000 for a vehicle with a total weight of up to 3,500 kg,
    - b) CZK 30,000 for a vehicle with a total weight of over 3,500 kg.
  5. Within the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement for assistance services pursuant to:
    - a) paragraph 2, letter a),
      - up to CZK 500/day for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 750/day for a vehicle with a total weight of over 3,500 kg,
    - b) paragraph 2, letter b),
      - up to CZK 1,000/person/night for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 1,000/person/night for a vehicle with a total weight of over 3,500 kg,
    - c) paragraph 2, letter d),
      - up to CZK 2,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 2,000 for a vehicle with a total weight of over 3,500 kg.
    - d) paragraph 2, letter e),
      - up to CZK 2,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 3,500 for a vehicle with a total weight of over 3,500 kg.
    - e) paragraph 2, letter f),
      - up to CZK 1,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 3,000 for a vehicle with a total weight of over 3,500 kg.
  6. Outside of the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement for assistance services pursuant to:
    - a) paragraph 2, letter a),
      - up to CZK 500/day for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 2,000/day for a vehicle with a total weight of over 3,500 kg,
    - b) paragraph 2, letter b),
      - up to CZK 2,000/person/night for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 2,000/person/night for a vehicle with a total weight of over 3,500 kg,
    - c) paragraph 2, letter d),
      - up to CZK 2,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 2,000 for a vehicle with a total weight of over 3,500 kg.
    - d) paragraph 2, letter e),
      - up to CZK 2,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 3,500 for a vehicle with a total weight of over 3,500 kg.
    - e) paragraph 2, letter f),
      - up to CZK 6,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 18,000 for a vehicle with a total weight of over 3,500 kg.
  7. Limits of assistance services stated in paragraph 2 to 6 are considered to be single multiples of the limits. In the insurance policy it is possible to arrange for a higher multiple of these limits. In terms of assistance services defined in paragraph 2, letter a) and b), the amount of the daily limit shall be multiplied, not the length of the provision of these services. In specific cases, a reasonable agreement may be made for a situation with the dispatcher of GA by extending the period rather than increasing the limit.

**D) Assistance CAR/TIR Plus insurance****Article 1***General provisions*

1. Assistance CAR/TIR Plus insurance may only be taken out provided that liability insurance for injury caused by vehicle operation or accident insurance is contracted and effective at the same time in the insurance policy.
2. Drivers and persons transported in the vehicle with valid Assistance CAR/TIR Plus insurance shall be entitled to use the assistance provided by the Insurer's contractual partner GA, repeatedly throughout the period of insurance.
3. Assistance CAR Plus insurance may be taken out only for vehicles with a total weight of up to 3,500 kg.
4. Assistance TIR Plus insurance may be taken out only for vehicles with a total weight of above 3,500 kg.
5. Assistance CAR/TIR Plus insurance may not be taken out at the same time as Assistance Plus insurance.

**Article 2***Scope of insurance*

1. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall be entitled to the provision of:
  - a) arrival and departure of assistance services,
  - b) vehicle repairs at the site of the malfunction, with the exception of spare parts, the costs of which shall be borne by the beneficiary,
  - c) towing of the vehicle to the nearest repair shop or another place the beneficiary shall specify.
  - d) vehicle extrication,
  - e) if the beneficiary shall not use his/her entitlement pursuant to letter c) of this paragraph, then the beneficiary shall be entitled to towing to the nearest authorized repair shop.
2. In the event that the vehicle is immobile after a malfunction or accident, the beneficiary shall further be entitled to the provision of:

- a) safekeeping of the immobile vehicle, for a max. of up to 2 working days; GA shall also cover the safekeeping of an immobile vehicle on Saturdays, Sundays, holidays and days of rest, which precede the given working days, are inserted between them or after them, in the same amount as on a working day, where this period is not included in the stated deadline of two days; a condition for the provision of this assistance service is the immobility of the vehicle as a result of a malfunction or accident, which persists at least 8 hours from when the request for assistance services was made with GA,
  - b) accommodation in a hotel for all persons transported in the vehicle until the vehicle is mobilized or until departure pursuant to letter c) of this paragraph, but no more than 2 nights, provided the vehicle is immobile for at least 8 hours from when the request for assistance services was made with GA, as a result of a malfunction or accident, or in the case of vehicle theft,
  - c) return to the place of residence for all of the persons transported in the vehicle, including full reimbursement of these services, if the vehicle remains irreparable as a result of a malfunction or accident, or in the case of vehicle theft; GA shall choose the means of transport,
  - d) opening of the vehicle and replacement of locks upon the loss of keys, provided it is not necessary to use a specialized company, where the cost of locks, keys and other materials shall be borne by the beneficiary,
  - e) re-pumping of fuel in the case of accidental confusion, where the cost of fuel, fuel filters and other material shall be borne by the beneficiary; re-pumping may be performed on site of the intervention or repair shop,
  - f) ecological disposal of a vehicle wreck including payment of this disposal.
3. The beneficiary shall be entitled to reimbursement for assistance services in accordance with paragraph 1, letter a) to c) of this Article in the full amount relative to a single malfunction or single accident incurred within the territory of the Czech Republic:
    - a) CZK 15,000 for a vehicle with a total weight of up to 3,500 kg,
    - b) CZK 21,000 for a vehicle with a total weight of over 3,500 kg.
  4. The beneficiary shall be entitled to reimbursement for assistance services in accordance with paragraph 1, letter a) to c) of this Article in the full amount relative to a single malfunction or single accident incurred outside of the territory of the Czech Republic:
    - a) CZK 60,000 for a vehicle with a total weight of up to 3,500 kg,
    - b) CZK 90,000 for a vehicle with a total weight of over 3,500 kg.
  5. Within the territory and outside of the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement of assistance services in accordance with paragraph 1, letter d) to e) of this Article in the full amount related to a single malfunction or a single accident without restrictions of a limit.
  6. Within the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement for assistance services pursuant to:
    - a) paragraph 2, letter a),
      - up to CZK 1,000/day for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 1,500/day for a vehicle with a total weight of over 3,500 kg,
    - b) paragraph 2, letter b),
      - up to CZK 2,000/person/night for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 2,000/person/night for a vehicle with a total weight of over 3,500 kg,
    - c) paragraph 2, letter d),
      - up to CZK 4,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 4,000 for a vehicle with a total weight of over 3,500 kg.
    - d) paragraph 2, letter e),
      - up to CZK 4,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 7,000 for a vehicle with a total weight of over 3,500 kg.
    - e) paragraph 2, letter f),
      - up to CZK 2,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 6,000 for a vehicle with a total weight of over 3,500 kg.
  7. Outside of the territory of the Czech Republic, the beneficiary shall be entitled to reimbursement for assistance services pursuant to:
    - a) paragraph 2, letter a),
      - up to CZK 1,000/day for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 4,000/day for a vehicle with a total weight of over 3,500 kg,
    - b) paragraph 2, letter b),
      - up to CZK 4,000/person/night for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 4,000/person/night for a vehicle with a total weight of over 3,500 kg,
    - c) paragraph 2, letter d),
      - up to CZK 4,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 4,000 for a vehicle with a total weight of over 3,500 kg.
    - d) paragraph 2, letter e),
      - up to CZK 4,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 7,000 for a vehicle with a total weight of over 3,500 kg.
    - e) paragraph 2, letter f),
      - up to CZK 12,000 for a vehicle with a total weight of up to 3,500 kg,
      - up to CZK 36,000 for a vehicle with a total weight of over 3,500 kg.

## **E) Assistance Trailer insurance**

### **Article 1**

#### *General provisions*

1. Assistance Trailer insurance may only be taken out provided that liability insurance for injury caused by vehicle operation or accident insurance is contracted and effective at the same time in the insurance policy.
2. Assistance Trailer insurance may only be taken out for trailer vehicles.
3. The operator of the trailer with valid Assistance Plus insurance shall be entitled to use the assistance provided by the Insurer's contractual partner GA, repeatedly throughout the period of insurance.

### **Article 2**

#### *Scope of insurance*

1. The insurance shall apply to trailers connected to a towing vehicle in a vehicle combination.

## **SECTION IV- Final provisions**

These General Terms and Conditions come into force on 1 January 2014.

**UPC 1/14 GENERAL TERMS AND CONDITIONS OF TRAVEL ACCIDENT INSURANCE**

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**Article 1***Introductory provisions*

1. Accident insurance arranged for by Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group (hereinafter the "Insurer"), is governed by Act No 89/2012 Coll., the Civil Code (hereinafter the "Civil Code"), by these General Terms and Conditions for Travel Accident Insurance - UPC 1/14 (hereinafter the "GTCTAI"), by relevant supplementary insurance terms and conditions (hereinafter the "SITC") and Insurance Policy.  
Valuation Tables I and Valuation Tables II referred to in the Insurance Policy form an integral part thereof.

**Article 2***Insured risks*

1. As part of the accident insurance, the Insurer shall provide an insurance in case of:
  - death caused by an injury
  - permanent consequences resulting from injury
  - daily indemnity for the term of injury treatment
  - daily indemnity for hospital stay due to injury, or
  - other circumstances given in the Insurance Policy.
2. The Insurer may also arrange for other types of accident insurance. Unless insurance policy is regulated by special regulations or the Insurance Policy, provisions of GTCTAI closest to the insurance type by its nature and purpose, shall apply.
3. The insurance is taken out as capitalized insurance (i.e. the indemnity is provided in the amount agreed in the Insurance Policy).

**Article 3***Waiting period*

1. The waiting period is not applicable to the accident insurance.

**Article 4***Obligations of the Policyholder, the Insured and the Beneficiary*

1. The Policyholder and the insured are obliged, including but not limited, to prevent the occurrence of a loss-incurring event and to take any reasonable steps necessary to avert the loss-incurring event.
2. Should the loss-incurring event occur, the Policyholder, the Insured and the Beneficiary or any other person making a claim to the indemnity are obliged to, including but not limited to:
  - a) to take any necessary and reasonable steps to limit the severity of the loss-incurring event,
  - b) to inform the Insurer without undue delay of the occurrence of the loss-incurring event on the proper form of the Insurer specified on the Insurer's website (i.e. particularly of the death of the Insured, end of the treatment of the Insured, stabilization of permanent consequences of the injury, award of a disability grant or determination of a diagnosis),
  - c) to communicate to the Insurer any and all information (including information concerning the relevant attending physician of the Insured and his/her address) and to provide the Insurer with any and all documents necessary for the investigation of the loss-incurring event and for this purpose to provide the Insurer with all necessary assistance; any documents must be presented in the Czech language. If a document is issued in a different language, its original must be submitted with a corresponding authenticated translation into Czech language, which will be obtained by the Policyholder or the Beneficiary at their expense,
  - d) when ill or injured, to seek immediate medical attention, to undergo treatment according to the instruction of a physician, to adhere to the medical therapy and to avoid any acts preventing or hindering the end of hospitalization or recovery,
  - e) to return any indemnity to the Insurer within the time period given in the Insurer's notice that has not been rightfully paid.

**Article 5***Sensitive personal data, right of the Insurer to assess the medical condition*

1. Sensitive personal data (including data pertaining to the medical condition) are processed by the Insurer only with the consent of the data subject.
2. The Insured may anytime inform the Insurer that the Insured does not agree with the processing of his/her personal data in other extent than the one prescribed by law. The consent with the processing of sensitive personal data is required for the investigation of the loss-incurring event; In such a case, the Insurer may not close the investigation of the loss-incurring event and provide indemnity.
3. In connection with an inquiry or investigation of the loss-incurring event, the Insured is obliged to provide the Insurer with any information and documents relating to his/her medical condition or examination by a physician or health-care facility determined by the Insurer, otherwise the Insurer may not investigate the loss-incurring event and provide the indemnity.

4. By signing the form for reporting of the loss-incurring event the Insured authorizes the Insurer to request and receive from any physician, health-care facility or health insurance company or social security administration or to make copies of any health or medical record or expert opinion or other documents relating to the medical condition of the Insured or cause of his/her death. At the same time, the Insured authorizes physicians, medical facilities, health insurance companies and social security administration to provide any such information or documents requested.
5. For the avoidance of doubt, it shall be noted that information received by the Insurer relating to the medical condition of the Insured is confidential and that the Insurer is obliged to keep confidentiality in respect of such information and may use it only for its needs or the needs of its contractual partners in the extent necessary to enter into or amend the insurance policy or to investigate the loss-incurring event.

**Article 6***Effects of breach of obligation*

1. The Insurer may reduce the indemnity, if:
  - a) lower premium was agreed when taking out or amending the insurance policy as a result of breach of an obligation by the Policyholder or the Insured, by a portion corresponding to the ratio of the agreed premium to the premium that should have been agreed,
  - b) the breach of an obligation by the Policyholder, the Insured or Beneficiary or other person making a claim to the indemnity (including an obligation to duly notify the occurrence of a loss-incurring event, to provide the Insured with necessary assistance during the investigation and to act in a manner to prevent the loss-incurring event from happening or to alleviate its effects), had a significant effect on the occurrence of the loss-incurring event, etc., the course of, severity of its consequences or establishment or determination of the indemnity, in proportion to how the severity was affected,
  - c) the loss-incurring event occurs or its consequences are aggravated as a result of use of alcohol, drugs or toxic substances or medication by the insured, by as much as one half. This right of the Insurer shall not apply, if alcohol or addictive substance were included in medication taken by the Insured in a manner prescribed by his/her physician and if the Insured was not informed by the physician or manufacturer of the medication that activity resulting in an accident cannot be performed when this medication is working. For the sake of clarity, it shall be noted that if a reduced indemnity is specified under any insurance terms and conditions in a given case, the reduction of indemnity under the previous paragraph will be made from the reduced amount of the indemnity.
2. The Insurer may refuse to provide the indemnity, if:
  - a) the loss-incurring event was caused by the fact of which the Insurer learnt ex post and of which the Insurer could not have learnt as a result of a wilful breach of an obligation to answer truly and fully questions asked in writing by the Insurer, and had he known this fact when negotiating or amending Insurance Policy or amendment thereto the Insurer would have entered into the Insurance Policy or amendment thereof or would have entered into the Insurance Policy or amendment thereto under different conditions,
  - b) the injury of the Insured occurred in connection with acts of the Insured for which the Insured was sentenced by a final and conclusive judgement for committing a wilful crime,
  - c) the Policyholder when taking out or amending the insurance knew or could have known that the loss-incurring event had already occurred or would occur.
3. As a result of breach of an obligation of the Policyholder, the Insured or other person making a claim to the indemnity, should the Insurer suffer harm or incur unnecessary costs (such as cost of litigation), the Insurer is entitled to reasonable compensation against the person responsible for the occurrence of such harm or costs.
4. In particular, the Insurer may withdraw from the Insurance Policy or agreement to amend thereof should the Policyholder or the insured wilfully or negligently fail to answer the questions of the Insurer in writing relating to the agreed insurance cover truly and fully and if it is established that had such questions been truly and fully answered, the Insurer would not have entered into such an insurance policy with the such a scope.

**Article 7***Investigation of loss-incurring event and indemnity*

1. The loss-incurring event is deemed to have been notified to the Insurer on the date when a duly completed form for reporting of the loss-incurring event is delivered to the Insurer.
2. The investigation of the loss-incurring event cannot be closed if the Policyholder, the Insured, Beneficiary or person making claim to the indemnity have not duly fulfilled obligations relating to the investigation of such an event, including providing of any and all information, documents and other assistance and obligations required to assess medical condition of the insured. This investigation may not be closed until criminal proceedings relating to the loss-incurring event are closed by final and conclusive judgement including cases when the right of the Insurer to reduce or refuse the indemnity as a result of a crime committed by any person might be established.
3. The right to the indemnity shall inure to the Beneficiary and in case of death of the Insured, to the entitled Beneficiary, or Beneficiaries. In the event of a contradiction with regard to the nomination of the Beneficiary in the Insurance Policy, the nomination by the name and any other identification details shall prevail over the nomination by the relation to the Insured. Should the Beneficiary not be nominated in the Insurance Policy, the Beneficiary shall be determined pursuant to relevant provisions of the Civil Code. Should the Policyholder determine the share, in which the Beneficiaries shall receive the indemnity exceeding the total of 100 %, such shares will not be taken into account and the indemnity will be provided to such Beneficiaries in equal shares.
4. Until the occurrence of the loss-incurring event, the Policyholder may change the Beneficiaries. Such a change is effective when relevant notification is served to the Insurer.
5. The indemnity will be paid in the Czech currency to the bank account maintained in the Czech currency, unless stated otherwise in the Insurance Policy. The indemnity exceeding CZK 50,000 will always be settled by a bank transfer. The Insurer will set the variable symbol for the payment of the indemnity. Such symbol cannot be

changed upon a request by the beneficiary.

#### **Article 8**

##### *Loss-incurring event*

1. The injury of the insured shall be the loss-incurring event.
2. The injury shall mean any harm to the health or death of the insured (hereinafter the "injury") caused by an unexpected and sudden activity of external forces or own physical force beyond control of the Insured during the term of the insurance as a result of any event defined in SITC.  
For the avoidance of doubt, it shall be noted that the Insurer will not provide the indemnity for an injury of the Insured if the loss-incurring event occurred as a result of other activities than the ones specified in SITC.
3. As part of the accident insurance and as a result of an loss-incurring event, the Insurer shall provide the indemnity for death caused by the accident, for permanent consequences of an injury, daily indemnity for the period of injury treatment and daily indemnity for the period of hospital stay as a result of an injury.
4. The facts given in the Insurance Policy are decisive for the provision of the indemnity.
5. The Insured is a person entitled to receive the indemnity for permanent consequences of an injury, daily indemnity for the period of injury treatment and daily indemnity for hospital stay due to injury. In the event of death of the Insured, the person entitled to receive the indemnity is determined under Section 2831 of the Civil Code.

#### **Article 9**

##### *Indemnity, valuation tables*

1. The Insurer shall not provide the indemnity for an injury that occurred before the date agreed as the insurance commencement date or that occurred as a direct result of a bodily harm suffered before the commencement of the insurance.
2. The indemnity in a form of daily indemnity is provided by the Insurer until the expiry of the insurance at latest, despite the fact that the treatment may continue. If the requirement for a minimum number of days agreed in the Insurance Policy as the waiting period is not met, the entitlement to the indemnity shall not be established.
3. The amount of the indemnity for permanent consequences of an injury and daily indemnity is determined by the Insurer according to principles specified in Article 11, 12 and 13 of these GTCTAI and pursuant to Valuation Table I or Valuation Table II effective as of the date when the loss-incurring event is reported (hereinafter the "valuation tables").
4. The valuation tables may be amended by the Insurer always as of January 1 of each calendar year. This amendment will be communicated at least one month in advance on the Insurer's website. The Insurer may also change the valuation tables unilaterally as of any other dates, however such an amendment will be notified to the Insured in writing one month before such amendment comes into effect at latest. Should the Insured communicate his/her disagreement with the amendment of valuation tables hereunder within one month from the date when he/she might have learnt of such an amendment, the insurance shall terminate upon an expiry of the next closest insurance period. However, the rules stipulated herein shall not apply if the new version of the valuation tables is more favourable to the Policyholder.

#### **Article 10**

##### *Indemnity for death caused by injury*

1. If death of the Insured resulted from the injury, occurring within 3 years from the loss-incurring event at latest, the Insurer must pay the person determined in Section 2831 of the Civil Code, the insured sum in case of death agreed in the Insurance Policy.
2. However, should the Insured die in this period due to the injury and the Insurer has already provided the indemnity for permanent consequences of this injury, the Insurer is obliged to pay only a difference between the insured sum in case of death due to injury and the sum already paid for permanent consequences of the injury.

#### **Article 11**

##### *Indemnity for permanent consequences of injury*

1. Should the injury have permanent consequences on the Insured, the Insurer must determine a percentage of a bodily harm and to pay such percentage from the insured sum which corresponds to the extent of permanent consequences when the condition of the Insured has been stabilized under the Valuation Table II and if the effects have not been stabilized within 3 years from the injury, percentage corresponding to the condition of the Insured at the end of this period. However, the prerequisite for the entitlement to the indemnity is the fact that the extent of such permanent consequences suffered by the Insured by a single injury event reached such percentage according to the Valuation Table II agreed in the Insurance Policy as the minimum amount giving rise to the obligation of the Insurer to provide the indemnity.
2. If the Insurer cannot provide the indemnity under paragraph 1 hereof for the reason that the permanent consequences of the injury have not been stabilized upon the expiry of one year following the occurrence of the injury, the Insurer must provide the Insured upon his/her request with an adequate advance payment only if the insured can produce a medical report that at least some permanent consequences corresponding to the minimum scope specified in the Insurance Policy giving rise to the obligation of the Insurer to provide indemnity, already have a permanent nature.
3. If the permanent consequences relate to part of body or an organ, the function of which were already reduced before the occurrence of the injury, the assessment percentage shall be determined pursuant to the Valuation Table II in a manner that the total percentage will be reduced by the percentage corresponding to the previous harm, as determined by the Valuation Table II.
4. If the permanent consequences relate to a single or more injuries of the same limb, organ or parts thereof, they will be assessed by the Insurer as a whole, by percentage set in the valuation table for the assessment of permanent consequences or anatomical or functional loss of the relevant limb, organ or parts thereof at maximum.

5. Should the Insured decrease before the payment of the indemnity for permanent consequences of the injury is made, but not as a result of the injury, the Insurer will pay the heirs the amount corresponding to the scope of permanent consequences of the injury determined before the death of the Insured, if their assessment under Valuation Table II shall reach such an amount agreed in the Insurance Policy as the minimum amount giving rise to the obligation of the Insurer to provide the indemnity.
6. The Insurer is obliged to pay for permanent consequences caused by a single injury event 100 % of the sum insured at maximum, even should the sum of percentages for each effect exceed the 100 % limit.

#### **Article 12**

##### *Daily indemnity for the period of injury treatment*

1. The entitlement to daily indemnity shall arise if the period necessary for the treatment of an injury specified in Valuation Table I reaches the minimum number of days set in SITC. For diagnoses, for which "indemnity not provided" is given in the Valuation Table I, the Insurer is not obliged to provide a daily indemnity, even if this condition is met.
2. Number of days for which the Insurer must pay the daily indemnity shall be determined from the date specified in the Insurance Policy as the commencement date for the payment of daily indemnity (waiting period) until the end of the treatment of consequences of the injury, however for the treatment period that will not exceed the number of days set for each bodily harm in Valuation Table I at maximum, however max. for 365 days of injury treatment until 2 years from the occurrence of the injury. For days, by which the total injury treatment time shall exceed the limit of the Insurer, the Insurer is not obliged to provide the indemnity.
3. If the bodily harm suffered due to the injury by the Insured is not specified in the Valuation Table I, the Insurer shall determine the amount of the indemnity according to similar bodily harm that is adequate to the bodily harm suffered due to the injury by its nature and scope.
4. Should the Insured suffer another injury during the treatment of the injury, for which daily indemnity is paid by the Insurer, the maximum number of days for which the indemnity is provided by the Insurer shall be determined as the total number of days specified in Valuation Table I for both bodily harms. The period, for which the treatment period of both injuries shall overlap, is considered only once under conditions agreed in the Insurance Policy as of the date when the first injury occurred.
5. In the event of a concurrence of the treatment of consequences of the injury and disease not resulting from the injury, the Insurer will pay daily indemnity for the number days specified for each of the bodily harms in Valuation Table I at maximum.
6. Should the Insured suffer more bodily harms by a single injury event, the number of days, for which the Insurer must pay daily indemnity, will be determined based on the bodily harm, for which the most number of days is given in the Valuation Table I.
7. For the purposes of determining the indemnity, the treatment period of the injury acknowledged by a medical report detailing the precise diagnosis and injury treatment period is decisive. By analogy, the provisions of other paragraphs hereof shall apply, with the only exception that the longest treatment period used to determine the number of days for which the indemnity will be paid, is determined for each bodily harm caused by the injury in Valuation Table I. However, the treatment period shall not include the time during which the Insured underwent occasional medical check-ups or rehabilitation aimed at alleviating subjective troubles.
8. For infraction, fissures, chipping of bone edges and small fragments with ligament and muscle attachment, for subperiosteal fractures and epiphyseal detachment the Insurer shall provide the indemnity in the scope specified in Valuation Table I for incomplete fractures. If the incomplete fracture is not specified in this table, it shall be assessed as one half of the indemnity per fracture. However, fissures of skull bones are considered to be complete fractures.
9. Should the treatment of an injury exceed 3 months, the insured may be provided upon his/her request in writing a reasonable advance payment for the indemnity, however only once during the treatment period of the injury.
10. If the indemnity has already been provided, the Insurer may, given the circumstances of the case, claim to have a portion of the indemnity returned, should the Insurer learn (even ex post) that the Insured did not adhere to the treatment regime.

#### **Article 13**

##### *Daily indemnity for hospital stay due to injury*

1. The stay of the Insured in the in-patient part of the hospital occurring during the insurance term and necessary from the medical point of view, if such stay lasts at least the minimum number of days specified in the Insurance Policy (waiting period), is the loss-incurring event.
2. The loss-incurring event shall arise on the day when the Insured is taken in for a necessary in-patient treatment. The Insurer shall provide the indemnity by the date when the in-patient treatment is no longer necessary from the medical perspective.
3. A single loss-incurring event shall mean a continuous uninterrupted stay of the Insured in hospital, irrespective of the change of diagnosis during the in-patient treatment. If the insured is again taken in for an in-patient treatment on the following day after he/she is released from the hospital for the same disease or injury, such stay is deemed to be the continuation of the previous stay.
4. The insurance shall apply to the in-patient treatment of the insured in the geographic territory of Europe including Turkey, with the exception of Russia, Belarus, Ukraine and Moldova.
5. Should the in-patient treatment continue at least the minimum number of days specified in the Insurance Policy, the Insurer shall provide an indemnity for each day of stay in the hospital in the amount of the agreed daily indemnity. The number of days of the in-patient treatment is given by the number of midnights spent in the hospital.
6. The indemnity is provided by the Insurer following the end of the in-patient treatment exceeding 24 hours retrospectively from the first day of the in-patient treatment.
7. The Insurer shall provide indemnity for 365 days of an in-patient treatment per single loss-incurring event.

8. The in-patient treatment started before the commencement of insurance is not deemed to be the loss-incurring event.
9. Entitlement to the indemnity shall not arise for days when the Insured did not actually stay in the hospital (such as when released for weekend for home treatment).
10. When determining the amount of indemnity the Insurer shall base the indemnity on the release report and on the report completed by the attending physician in the in-patient notification form detailing the exact diagnosis and time of the in-patient treatment and on other documents the Insurer deems necessary to investigate the loss-incurring event.
11. The indemnity is provided by the Insurer following the end of an in-patient treatment. In the event of a long-term in-patient treatment exceeding 30 days the Insurer shall pay the Insured upon his/her request in writing an advance payment for the indemnity. The request shall include a report completed by the attending physician in the in-patient notification form detailing the exact diagnosis and time of the in-patient treatment that has not yet come to an end. The Insurer shall pay an advance payment for the indemnity twice per single loss-incurring event at maximum.

#### Article 14

##### *Exclusions from the insurance policy*

1. The Insurer shall not provide the indemnity:
  - a) in connection with events of war or acts of terror,
  - b) in connection with the involvement of the Insured in rebellion, uprising, strike, riots and public violence (i.e. in violent acts motivated politically, socially, ideologically or religiously), if such an involvement is not part of his/her working or service duties in the territory of the Czech Republic,
  - c) as a result of radioactive or similar radiation resulting from an explosion or defect in nuclear facility, during transport, storage or handling of radioactive materials,
  - d) when driving a motor vehicle, for which the Insured did not have a driving licence,
  - e) if the Insured is actively involved in land, aerial or water motor sporting events and competitions and trial runs for them,
  - f) as a result of a suicide, suicide attempt or wilful self-harming behaviour,
  - g) if the Insured failed to observe duly the treatment regime prescribed by a physician for the entire period of treatment prescribed by the attending physician,
  - h) for injuries as a result of diagnostic, life-saving, therapeutic, cosmetic and preventive interventions,
  - i) for cosmetic surgery or interventions made as a result of an injury that are not necessary from the medical perspective,
  - j) for the occurrence and aggravation of disease as a result of the injury; The Insurer shall not apply this exclusion when providing the indemnity for permanent effects of the injury, which occurred during the term of insurance,
  - k) for the occurrence and aggravation of hernias, tumours of any kind and origin, varicose ulcers, diabetic gangrenes, aseptic infections of tendon sheaths, attachments of muscle bursae, epicondylitis, slipped discs, intervertebral disc disorders and other dorsopathies (diagnoses M40 to M54 according to international classification of diseases), sudden vascular incidents and removal of retina,
  - l) for impairment of health connected with disturbance of consciousness (epileptic seizure, diabetes, brain stroke, heart stroke, neurovegetative asthenia etc.),
  - m) for infection diseases, even transmitted by the injury,
  - n) for accidents at work and occupational diseases not having a nature of the injury under Section 8 (2) of these GTCTAI,
  - o) for death or impairment of health resulting from the operation of microbial toxins and immunotoxic substances.
2. The Insurer will not provide the indemnity in a form of daily indemnity for the period of the necessary treatment of the injury and daily indemnity for hospital stay for:
  - a) treatment in spa facilities, sanatoriums and rehabilitation centres, except for cases when such stay is an integral part of the treatment of the injury and the Insurer gives prior written authorization to this stay,
  - b) placement of the Insured in medical institutions for long-term care and in other specialist medical institutions, special children facilities and also in case of the stay of the Insured in social care institutions,
  - c) in-patient treatment related to the need of nursing and curatorial care,
  - d) in-patient treatment in prison hospitals for persons serving a term of imprisonment,
  - e) stay in the hospital in case of the treatment with partial stay in the hospital (out-patient treatment - day or night).

#### Article 15

##### *Definitions*

In these GTCTAI, and GTCI and STCI, the following terms, unless the context requires otherwise, have the following meaning:

**Immediate in-patient treatment** – admission to the hospital within 24 hours from the occurrence of an injury,

**In-patient treatment** – provision of an in-patient treatment to the Insured with the health-care service provider designated for this purpose which is necessary from the medical perspective,

**Waiting period** – minimum number of days from the occurrence of the loss-incurring event, for which the indemnity is not provided by the Insurer, or that must elapse to give rise to an entitlement to the indemnity specified in the Insurance Policy,

**Valuation tables** – documents of the Insurer containing principles for determining the indemnity provided by the Insurer for permanent consequences of an injury and time necessary for the treatment of the injury specified on the website [www.cpp.cz](http://www.cpp.cz),

**Hospital** – shall mean a medical care provider, both public and private, which is under continuous medical supervision, operates in line with the state-of-art findings of medical science and provides both out-patient and in-patient care, and the operation of which is in accordance with relevant valid legal regulations.

#### Article 16

##### *Final provisions*

These General Terms and Conditions come into force on 1 January 2014.

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**Article 1***Introductory provisions*

- The property insurance arranged for by Česká podnikatelská pojišťovna, a. s., Vienna Insurance Group, (hereinafter the "Insurer"), is governed by the Insurance Policy, these General Terms and Conditions for Property Insurance - GTCPI 1/14 (hereinafter the GTCPI), relevant Supplementary Insurance Terms and Conditions (hereinafter the SITC), relevant Special Insurance Terms and Conditions (hereinafter the SPITC) and relevant provisions of Act No. 89/2012 Coll., the Civil Code.
- The property insurance may be taken out as either loss insurance or capitalized insurance.

**Article 2***Subject-matter of the insurance*

- The property specified in the Insurance Policy is the subject of the property insurance (hereinafter the "Insured Property").
- The insurance policy covers the property:
  - owned by the Insured, or
  - used legitimately by the Insured, or
  - taken over by the Insured to fulfil obligations relating to his/her activities under a contract.
- Any ownership or other relationships to the insured property must be specified in the Insurance Policy.

**Article 3***Insurance value and insured sum*

- The insurance value is the maximum property damage suffered as a result of the insured event decisive for the determination of the insured sum.
- The insurance value may be set as the:
  - new price;
  - contemporary price;
  - other price.
- Unless explicitly agreed otherwise in the Insurance Policy, the insurance value shall be set for:
  - purchased inventories at their cost of acquisition;
  - inventories created by the activity of the Insured at his cost;
  - securities at their market value; securities with official rate set at their medium rate as of the last date of stock-exchange record before the insurance was taken out;
  - documents, templates, sample models and so on, as demonstrable cost of their acquisition;
  - property of specific value at other price;
  - things of others legitimately used by the Insured at their contemporary price, unless agreed otherwise.
- The Policyholder is obliged, without undue delay, to notify the Insurer of any and all changes concerning the arranged insurance cover. In addition, the Policyholder must inform the Insurer of all facts that may result in the increase of the insurance value.
- The maximum limit of the indemnity is determined by the insured sum or indemnity limit:
  - If the insurance value can be determined when entering into the Insurance Policy, the maximum limit of the indemnity in the amount corresponding to the insurance value of the insured property at the time when the Insurance Policy is concluded will be set as proposed by and at the responsibility of Insured. The Insurer may review the value of the insured property at the time when the Insurance Policy is entered into. The indemnity limit is applicable to a single insured event, unless agreed otherwise.
  - If the insurance value cannot be determined when the Insurance Policy is being entered into, the maximum indemnity will be set as the indemnity limit proposed by the Insured and at his/her responsibility. This limit will be also be agreed should the insurance cover relate only to part of the insured property value (insurance for less than full value). If there is an adequate insurance interest, the maximum limit of the indemnity may also be set for insurance cover under letter (a) of this paragraph.
- If the insured sum is lower than the value of the insured property at the time of the insured event, the Insurer may reduce the indemnity in the same ratio, as the ratio of the insured sum to the actual insurance value of the insured property (underinsurance).
- Should the insured sum exceed the value of the insured property, the Insurer or the Policyholder may propose to the other party that the insured sum will be reduced in the same ratio, as the ratio of the insured sum to the insurance value, and the premiums will be reduced accordingly. If a lump sum indemnity was agreed, the Insurer may claim to reduce the insured sum on condition that the

premiums will be reduced accordingly and the Policyholder may claim to have the premiums reduced on condition that the insured sum will also be reduced accordingly (underinsurance).

- Upon the agreement of contracting parties, the insured sum may be intentionally reduced under the insurance value of the insured property (first risk insurance). This fact must be stated in the Insurance Policy. First risk insurance may also be agreed in cases where the insurance value of the insured property cannot be determined in advance. If first risk insurance was agreed in the Insurance Policy, the insured sum that has been set is the maximum indemnity limit of the Insurer per single and all insured events occurring during the insurance year. If the insured sum is reduced or drawn entirely during the insurance year due to the fact that indemnity has been provided, the insured sum may be renewed up to the original amount by making an additional payment of the premium upon the agreement with the Insurer for the rest of the insurance year.

**Article 4***Territory of insurance coverage*

Unless agreed otherwise in the Insurance Policy, the Insurer shall only provide the indemnity if the insured event occurred in the place specified in the insurance policy as the place of the insurance.

**Article 5***Insurance policy, inception of and changes to the insurance*

- Under the insurance policy, the Insurer undertakes to provide the Policyholder or a third party with indemnity if a contingency covered by the insurance occurs (an insured event) while the Policyholder undertakes to pay insurance premium to the Insurer.
- The Insurance Policy must always have a written form, otherwise it is invalid. The same applies to any other legal acts concerning the insurance, unless agreed otherwise.
- If the Policyholder has accepted the offer by timely paying the insurance premium in the amount specified in the offer, the written form of the policy is deemed to have been met.
- The insurance starts on the first day following the date of entering into the insurance policy, unless it has been agreed that the insurance will already start with entering into the insurance policy or later.
- The GTCPI, the relevant SITC and, where applicable, the relevant SPITC, as well as annexes to the insurance policy are an integral part of the insurance policy.
- Changes to an insurance policy with an impact on the amount of insurance premium or on the extent of the insurance can only be made by a written agreement of the parties, otherwise they are invalid. Changes to an insurance policy without an impact on the amount of insurance premium or on the extent of the insurance do not require a written form; the Policyholder may notify such a change by phone or e-mail while the Insurer may also use means of electronic communication unless the Policyholder has expressly rejected such means in the insurance policy. The Insurer may use the address of the permanent residence or of the registered office, as appropriate, of the Policyholder as well as of the Insured, as specified by the insurance policy in any and all insurance policies entered into before. By analogy, the Insurer may change such details in the insurance policy, based on an insurance policy entered into later.
- An insurance with deductible or integral franchise and other insurance-technical instruments may be agreed in the Insurance Policy.
- It is possible to arrange the insurance policy in such a way as to ensure that the property insurance also covers the period prior to the date of entering into the insurance policy.

**Article 6***Rights and obligations of the Policyholder and of the Insured*

- The Policyholder and the Insured are obliged to reply, truly and fully, to the Insurer's written questions that are relevant for the Insurer's decision as to how the Insurer will assess the insurance risks and perils, and whether and under what conditions the Insurer will cover it. The obligation is deemed to have been duly met unless the reply lacks anything important.
- Without the Insurer's consent, the Policyholder or the Insured must not do anything that increases the insurance risk or peril, and not even allow a third party to do so. Should the Policyholder learn, that the Policyholder permitted to increase the insurance risk without the consent of the Insurer or that he insurance risk was increased as a result of acts beyond the Policyholder's control, the Policyholder must inform the Insurer of this without undue delay. Where a third-party insurance risk is covered, this obligation is the responsibility of the Insured.
- The Insured shall act in a way to prevent the occurrence of an insured event. If the insured event has already occurred, the Insured is obliged to take measures in order to prevent the damage occurred from increasing.
- The Insured must immediately inform the Insurer of the occurrence of the insured event, to give the Insurer a true explanation of its cause and scope of effects, to submit necessary documents requested by the Insurer and to allow the Insurer to conduct an investigation as to the causes of the occurrence of damage including the inspection of the insured property.
- The Insured must allow the Insurer to inspect the insured property and to assess the insured risk and peril, and to submit project, fire-technical, accounting and other similar documentation for inspection and to allow the Insurer to inspect the equipment used to protect the insured property.
- The Insured must remedy within reasonable period of time and as requested by the Insurer any and all defects that may cause the insured event.
- The Insured must duly look after the insured objects, to keep them in good technical condition, to use them for the purpose determined by the manufacturer, to adhere to safety rules and regulations, operation manuals and so on. In addition, the Insured must comply with methods of technical safety and security of the insured object prescribed by the Insurer and to keep this equipment in functional and operational condition.
- The Insured is obliged to notify law enforcement authorities of a loss-incurring event that has occurred under the circumstances that raise suspicion of a committed or attempted crime.
- The Insured may not modify at his/her discretion the condition resulting from the loss-incurring event and prior the removal of debris left as a result of the loss-incurring event, or the repair, must wait for the instruction of the Insurer. If the

debris must be removed, or it must be proceeded with the repair for safety, hygienic and other unavoidable reasons before the course of action may be agreed with the Insurer, the Insured must demonstrably document the occurrence, extent and amount of the damage suffered.

10. The Policyholder and the Insured are obliged to secure such rights against another party that pass to the Insurer.
11. The Policyholder and the Insured must immediately inform the Insurer that other insurance policy against the same insurance risk was taken out with regard to the insured property, and to give details of other insurers, and the insured sums and indemnity limits agreed in other insurance policies.
12. When things or tokens of value are destroyed or lost the Insured must immediately make any acts preventing their misuse (such as blocking, redemption proceedings).
13. The Insured and the Policyholder are obliged to assist the Insurer as necessary to find the reasons for loss-incurring event, to explain truly the occurrence and extent of the harm, and to submit the necessary documents requested by the Insurer.
14. The Insured must inform the Insurer without undue delay of the fact that the lost or stolen property having caused the insured event was found. However, the property is not deemed to have been found if:
  - a) is no longer in the possession and may not be reacquired, or if this may only be achieved with unreasonable difficulties or costs, or
  - b) the thing was damaged to such an extent that no longer exists as such, or can only be repaired by incurring unreasonable costs.
15. If the indemnity was provided by the Insurer, the right of ownership to the insured property shall not pass to the Insurer, however the Insurer is entitled to have the benefit returned. However, the beneficiary may deduct cost incurred practically to remove defects occurring during the time when he was not able to dispose of the property.

#### **Article 7**

##### *Rights and obligations of the Insurer*

1. The Insurer is obliged to hand over the Insurance Policy, including the Insurance Terms and Conditions and all annexes to the insurance policy, to the Policyholder. If the insurance policy becomes lost, damaged or destroyed, the Insurer will issue a duplicate of the insurance policy on request and at the cost of the Policyholder.
2. If the insurance policy is entered into in the form of long distance trade, the Insurer is obliged, once the insurance policy is entered into, to hand over or send the insurance policy, including the Insurance Terms and Conditions and all annexes to the insurance policy, via the agreed means of communication.
3. If an insured event occurs, the Insurer is obliged to agree with the Insured on further steps and to request necessary documents. The Insurer is also obliged, without undue delay, to carry out an investigation required to ascertain the existence and extent of the obligation to provide indemnity and to notify the results to the person who has exercised the right to the indemnity.
4. The Insurer is obliged to enable the Policyholder and the Insured to look into the Insurer's supporting documents pertaining to the loss-incurring event under investigation and to make copies of them.
5. On request from the Policyholder or from the Insured, the Insurer is obliged to return the documents that the Policyholder and the Insured have lent to the Insurer in order to arrange the insurance or in connection with an investigation into a loss-incurring event.
6. The Insurer is entitled to the statutory default interest as well as to the reimbursement for the costs incurred by the Insurer in connection with processing and delivering the reminders if the Policyholder is delayed in paying the insurance premium.
7. The Insurer is entitled to subtract the insurance premium receivables that have fallen due or other insurance receivables from the indemnity. This does not apply if the obligation to provide indemnity is based on compulsory insurance.

#### **Article 8**

##### *Premium and duration*

1. Premium is the remuneration for the insurance. The right of the Insurer to the premium shall arise on the date then the Insurance Policy is entered into.
2. Premium has been agreed as regular premium, unless agreed in the insurance policy as lump sum premium.
3. The insurance period may be twelve, six or three months, unless stipulated otherwise in the Insurance Policy. Should not the time period be explicitly set in the Insurance Policy, twelve month insurance period shall apply.
4. If the insurance premium has been agreed in the insurance policy in such a way as to be paid for each insurance period, the Insurer may reflect this while setting the amount of the insurance premium, depending on the number of the insurance periods.
5. If the reason for continuous insurance no longer exists upon the occurrence of the insured event, the Insurer is still entitled to the premiums until the end of the insurance period, during which the insured event occurred; Unless agreed otherwise in the Insurance Policy, in this case the Insurer is always entitled to the whole single premium.
6. In connection with a change to the conditions relevant for setting the amount of insurance premium, due in particular to claims inflation (the sum of external effects beyond the Insurer's control and conducive to increase the indemnity or the Insurer's costs, such as an increase in the prices of goods and services, the number and amount of damage, the extent of insurance protection stipulated by law, a tax increase), the Insurer is entitled to adjust the amount of insurance premium newly for the next insurance period. The Insurer is obliged to notify the newly assessed amount of the insurance premium to the Policyholder no later than two months prior to the due date of the insurance premium applicable to the insurance period for which the amount of the insurance premium is to change. If the Policyholder disagrees with such a change, the Policyholder must express such disagreement within one month from the date when the Policyholder became aware of the proposed change to the amount of the insurance premium. In that event, the insurance will expire with the expiry of the insurance period for which the insurance premium was paid.
7. An increase of the premium and insured sum may be agreed in the Insurance Policy (hereinafter the indexing of the insurance) for the following insurance periods at the anniversary of the commencement of the insurance policy.

The increase of the premium and insured sum is made according to the consumer price index published by the Czech Statistical Office for the previous year, starting from July 1 of the current year and ending on June 30, of the following year.

The Policyholder may terminate the indexing of the insurance by a declaration delivered to the Insurer at least two month before the relevant anniversary of the start of the insurance policy.

8. The Insurer may give a discount (bonus) in the insurance premium or apply a premium surcharge (malus), depending on the frequency of insured events and the amount of the indemnity provided in the past insurance periods.
9. By paying the premium the Insurer amortizes its claims for premiums and other claims under the insurance cover in the order as they arise, regardless of whether the debtor specified otherwise or demonstrated other will.

#### **Article 9**

##### *Insurance interruption*

1. The Policyholder may only apply to the Insurer for a property insurance interruption for serious reasons that are not on the part of the Policyholder and that significantly influence the Policyholder's position, insurance risk, insurance peril, or even other insurance-related facts. The Insurer is entitled to request additional information from the Policyholder in order to verify the reasons specified by the Policyholder as the reasons for the insurance interruption. The decision on whether to accept the Policyholder's request to interrupt the insurance is the responsibility of the Insurer. The property insurance may only be interrupted once within a single underwriting year, and the minimum interruption period must be at least one month. The property insurance may be interrupted on Policyholder's written request delivered to the Insurer at least one month prior to the contemplated date of the insurance interruption.
2. If the property insurance is interrupted amid an insurance period, the obligation to pay the insurance premium shall not endure and the right to the benefits based on events that occurred during the interruption, and would otherwise constitute insured events, shall not arise during the interruption. The period of the insurance interruption is only included in the insurance period if this is expressly agreed in the insurance policy.
3. Insurance shall not be interrupted for failure to pay insurance premium.

#### **Article 10**

##### *Expiry of the insurance*

1. The property insurance will expire:
  - a) by the expiry of the insurance period for which the property insurance has been arranged; if the insurance has been arranged for a definite period of time, it may be agreed in the insurance policy that the property insurance will not expire with the expiry of that period unless the Insurer or the Policyholder notifies the other party in writing, at least six weeks prior to the expiry of the insurance period, that the Insurer or the Policyholder, as appropriate, does not wish the insurance to continue any longer;
  - b) by a written agreement of the Insurer and the Policyholder; for the property insurance termination agreement to be valid, the parties are required to agree on a method of their settlement in that agreement; unless the moment of the expiry of the insurance has been agreed, the insurance will expire on the date when the agreement took effect;
  - c) by a written notice of termination by the Insurer or the Policyholder within two months from the date of entering into the insurance policy; upon the expiry of the eight-day notice period the property insurance shall expire; in that event, the Insurer is entitled to a proportion of the insurance premium according to the agreed duration of the insurance;
  - d) by a written notice of termination by the Insurer or the Policyholder within three months from the date of notification of an insured event occurrence; upon the expiry notice period of 1 month period the property insurance shall expire; if the notice of termination has been given by the Policyholder, the Insurer is entitled to the insurance premium until the end of the insurance period in which the insured event occurred; single premium shall belong to the Insurer in full, unless agreed in the insurance policy otherwise;
  - e) by a written notice of termination by the Insurer or the Policyholder at the end of the insurance period if the insurance premium has been agreed as regular premium; however, if the notice of termination is delivered to the other contracting party later than six weeks prior to the date when the insurance period expires, the property insurance will expire at the end of the next insurance period;
  - f) by failure to pay the insurance premium after a fruitless expiry of the deadline set by the Insurer with a duration of at least one month from the date of delivery of a reminder to pay the insurance premium (the Insurer's reminder must include a notice that the insurance will expire unless the insurance premium is paid even within an additional deadline);
  - g) by the Policyholder's written notice of termination within one month from the date when the Policyholder received a notification of a transfer of the insurance portfolio or part of the portfolio, or of the Insurer's conversion, or when an announcement was published that the Insurer's authorisation to carry on insurance business was withdrawn; upon the expiry of the eight-day notice period the property insurance shall expire;
  - h) by the Insurer's withdrawal from the insurance policy; if the prospective insurance client, while negotiating to enter into an insurance policy, or the Policyholder, while negotiating to change an insurance policy, or the Insured knowingly or, out of negligence, falsely or incompletely replies to the Insurer's written questions about the facts that are relevant for the Insurer's decision as to how the Insurer will assess the insurance risk, or peril, and whether and under what conditions the Insurer will cover it, and if the reply lacks anything important, the Insurer is entitled to withdraw from the insurance policy if the Insurer demonstrates that the Insurer would not have entered into the insurance policy if the questions had been answered truly and fully; the Insurer may exercise this right within two months from the date when the Insurer became aware or ought to have become aware of such a fact, otherwise the right will expire; if the Insurer withdrew from the Insurance Policy, the Insurer is entitled to costs related to the establishment and administration of the insurance policy of 10% from the premiums paid; if the Insurer withdraws from the Insurance Policy while the Policyholder, the Insured or another party has already received the indemnity they shall

- reimburse the Insurer, within one month from the date when the withdrawal takes effect, for the amount by which the indemnity paid out exceeds the insurance premium paid;
- i) by the Policyholder's withdrawal from the insurance policy; the Policyholder is entitled to withdraw from the Insurance Policy if the Policyholder inquires the Insurer in writing about facts concerning the insurance and the Insurer fails to reply to those questions truly and fully; If the Policyholder withdraws from the Insurance Policy, the Insurer shall reimburse the Policyholder, within one month from the date when the withdrawal takes effect, for the insurance premium paid, reduced by any indemnity provided by the Insurer;
  - j) as of the date of delivery of a notification of refusing the indemnity if the insured event was due to the fact:
    - i. of which the Insurer became aware after the insured event had occurred,
    - ii. which the Insurer could not identify while arranging or changing the insurance as a result of a wrongful breach of the obligation of the prospective insurance client, while negotiating to enter into an insurance policy, or of the Policyholder, while negotiating to change an insurance policy, or of the Insured to reply truly or fully to the Insurer's written questions about the facts that are relevant for the Insurer's decision as to how the Insurer will assess the insurance risk, the insurance peril, and whether and under what conditions the Insurer will cover them, and the obligation to ensure that the reply does not lack anything important, and if, knowing that fact while entering into the Insurance Policy, the Insurer would not have entered into that Insurance Policy or would have entered into it under different conditions;
    - iii. if the insurance interest ceases to exist during the insurance; However, the Insurer is entitled to insurance premium until the Insurer becomes aware that the insurance interest has ceased to exist;
    - l) if the insurance risk, or peril ceases to exist during the insurance;
    - m) if the Insured ceases to conduct business;
    - n) if there is change in ownership or joint ownership; the policy will terminate as of the date when the change in the owner or co-owner is notified to the Insurer.
2. Should the Policyholder or the Insured breach the notification obligation that the insurance risk, and peril have increased the Insurer may terminate the policy with immediate effect. In the event of the policy termination by the Insurer, the Insurer is entitled to the premiums until the end of the insurance period, in which the policy was terminated; in this case, the Insurer is entitled to all premiums. If the policy is not terminated by the Insurer within two months from the date when the Insurer learnt of the increase in the insurance risk, or peril, the right to terminate the policy of the Insurer shall terminate.
  3. If the insurance policy is entered into in the form of long distance trade, the Policyholder is entitled to withdraw from the insurance policy without giving any reason within fourteen days from the date of entering into the insurance policy or from the date when the Insurance Terms and Conditions were communicated to the Policyholder if communicated on Policyholder's request after entering into the insurance policy.  
If the Policyholder withdraws from the Insurance Policy entered into in the form of distance selling, the Insurer shall reimburse the Policyholder, without undue delay but within no later than thirty days from the date when the withdrawal takes effect, for the insurance premium paid; in doing so, the Insurer is entitled to subtract the indemnity already provided by the Insurer. However, if the amount of the indemnity paid out exceeds the amount of the insurance premium paid, the Policyholder or the Insured, as appropriate, shall reimburse the Insurer for the amount of the indemnity paid out in excess of the insurance premium paid.
  4. On the date when the Policyholder (different from the Insured) dies or on the date when the Policyholder ceases to exist without a legal successor, the Insured will enter into the insurance. However, if the Insured notifies the Insurer, in writing and within thirty days from the date when the Policyholder dies or from the date when the Policyholder ceases to exist, that the Insured does not wish the insurance to continue, the insurance will expire on the date when the Policyholder dies or on the date when the Policyholder ceases to exist.

#### Article 11

##### *Loss-incurring and insured events*

1. Loss-incurring event is the occurrence of harm that might give rise to the right to indemnity.
2. Insured event means a loss-incurring event covered by the insurance policy where the event involves the Insurer's obligation to provide an indemnity.

#### Article 12

##### *Indemnity*

1. The right to the indemnity shall be vested in the beneficiary.
2. The Insurer is obliged to provide the indemnity to the extent and under the conditions laid down by the Insurance Terms and Conditions and by the insurance policy.
3. Without undue delay after the notification of an event to which the person who regards himself or herself as the beneficiary ties a requirement for indemnity, the Insurer shall start the investigation required to ascertain the existence and extent of the Insurer's obligation to provide the indemnity. The investigation shall be concluded with the notification of its results to the person who has exercised the right to the indemnity; on request from that person, the Insurer will, in writing, justify the amount of the indemnity or the reason for the rejection of the benefits, as appropriate.
4. If the investigation cannot be completed within three months from the date of notification of the insured event, the Insurer will, in writing, notify why the investigation cannot be completed. The Insurer shall provide the beneficiary, on beneficiary's request, with a reasonable advance payment of the indemnity; this shall not apply if there is a good reason to withhold the advance payment.
5. The indemnity is payable within 15 days from the date when the inquiry is closed.
6. If the property is insured for a new price, the Insurer will provide the benefit in the amount of the new price, however up to the agreed insured sum or indemnity limit at maximum.

The Insurer may reduce the amount of the indemnity for the amount corresponding to the price of reusable parts of the indemnified property.

- For the insured property, the value of which represented less than 20 % of the insured property before the insured event, the Insurer will provide the indemnity in the amount of the contemporary price.
7. If the property is insured for a contemporary price, the Insurer will provide the indemnity in the amount of the contemporary price, however up to the agreed insured sum or indemnity limit at maximum.  
The Insurer may reduce the amount of the indemnity for the amount corresponding to the price of reusable parts of the indemnified property.
  8. If the property is insured for another price, the Insurer will provide the benefit in the amount of the costs incurred to reacquire the insured property or incurred to repair or modify the insured property of the same kind and purpose, quality and parameters at cost usual at the time and place where the insured event occurred up to the amount of the other price, however only up to the amount of the agreed insured sum or indemnity limit.  
The Insurer may reduce the amount of the indemnity for the amount equal to the price of reusable parts of the indemnified property.
  9. If an individual item from the insured property is damaged, destroyed or lost, the Insurer will not take into account the improvement of the whole unit.
  10. Beyond the scope of the indemnity, the Insurer shall pay the reasonably incurred salvage costs that the Policyholder, the Insured or another party:
    - a) incurred to avert the immediate risk of the insured event;
    - b) incurred to alleviate the effect of the insured event that has already occurred;
    - c) was obliged to incur for hygienic, environmental or security reasons when liquidating the assets damaged by the insured event or remains thereof including the compensation of damage suffered when conducting these activities.
- The Insurer will pay any salvage costs that were demonstrably incurred, however up to 10 % from the agreed insured sum or indemnity limit at maximum, unless agreed otherwise in SITC.  
The salvage costs incurred to save lives or health of people, will be paid by the Insurer up to 30 % of the agreed insured amount or indemnity limit.
11. If, as a result of a breach of the obligations of the Policyholder or the Insured, a lower insurance premium was agreed while negotiating to enter into or change the Insurance Policy, the Insurer is entitled to reduce the indemnity by a portion corresponding to the ratio of the insurance premium that the Insurer has received to the insurance premium that the Insurer should have received.
  12. If the breach of an obligation by the Policyholder, the Insured or other person entitled to the indemnity had a material effect on the occurrence of the insured event, its course or severity of its effects or determination or setting of the indemnity, the Insurer may accordingly reduce the indemnity in proportion of how much this breach impacted the extent of the Insurer's obligation to provide the benefit.
  13. If the policy also relates to the period before the conclusion of the Insurance Policy, the Insurer is not obliged to provide the indemnity, should the Policyholder knew or should have known that the insured event had already occurred.
  14. The Insured contributes to the indemnity under each insured event by an amount agreed in the insurance policy or in the Insurance Terms and Conditions (deductible, integral franchise).
  15. The Insurer may provide the indemnity only with the consent of the pledgee of the Insured, if the insured property is pledged, and on condition that the Insurer is aware of such fact.
  16. The Insurer shall provide the indemnity in the domestic currency, unless agreed otherwise.

#### Article 13

##### *General exemptions from the insurance*

1. The property insurance shall not cover any damage arising from:
  - a) caused by the intentional conduct of the Insured, Policyholder or third party on their own initiative,
  - b) war, invasion, acts of an enemy, by enemy or war operations (whether or not the war has been declared), civil war;
  - c) permanent or temporary loss of ownership as a result of confiscation, taking control or assumption by a legally established official authority;
  - d) uprising, civil unrest having a character of a popular uprising, military coup, rebellion, revolution or violent assumption of power, martial law or siege, or any event or cause giving rise to declare or maintain martial law or siege;
  - e) gathering, strike, lockout;
  - f) acts of terror;
  - g) by cybercrime threat;
  - h) nuclear energy, radiation, emanation, exhalations and emissions.
2. Unless agreed in these SITC and in the insurance policy otherwise, the property insurance shall not cover damage arising from:
  - a) defect of the insured object existing when the Insurance Policy was entered into and that could or should have been known to the Insurer or the Insured;
  - b) to intangible property;
  - c) fines, penalties or other contractual, administrative or criminal sanctions imposed;
  - d) express fees charged;
  - e) defects on farming products, their derivatives and agricultural crops;
  - f) defects on underground structures (such as gas pipes, water ducts, sewerage, steam piping, amelioration), dams and water course structures, poles and pylons irrespective of their purpose and design;
  - g) defects on any type of distribution networks (such as high voltage heavy current networks, low-voltage lighting networks);
  - h) defects on motor vehicles, trailers and semitrailers and other tow machines and equipment with an assigned registration plate.
3. The Insurer shall not provide the indemnity if the provision thereof contravenes law of any country (including international conventions) governing international sanctions intended to keep or restore international peace, security, protection of fundamental human rights and fight against terrorism.

#### Article 14

##### *Transfer of rights to the Insurer*

If the person entitled to indemnity, the Insured or the person who incurred salvage costs in connection with the imminent insured event or the insured event that has already occurred has a right to damages or other similar right, this claim shall pass

including accessions, pledges and other rights related to the claim to the Insurer upon the payment of the indemnity up to the amount of indemnity provided by the Insurer to the Beneficiary. This shall not apply if such right is vested to that person against a person who lives with the former person together or is reliant on him or her as concerns nourishment, unless the person has caused the insured event wilfully.

1. The person whose right has passed to the Insurer shall issue the necessary documents to the Insurer and shall communicate everything to the Insurer that is necessary to file the claim. If the person frustrates the transfer of the right to the Insurer, the Insurer is entitled to reduce the indemnity from the insurance by the amount that the Insurer could otherwise obtain. If the Insurer has already provided the indemnity, the Insurer is entitled to compensation up to that amount.

#### Article 15

##### *Personal data processing and communication*

- 1 The Insurer is obliged to handle personal data pursuant to Act No 101/2000 Coll., on Personal Data Protection.
- 2 The Policyholder agrees that the Insurer may store the information concerning the Policyholder's insurance in the information system of the Czech Insurance Association (hereinafter referred to as "CIA"), and that this information may be available to any CIA member. The purpose of the information system is to gather and process data in order to protect clients as well as insurers and to be used for statistical purposes.
- 3 The Policyholder agrees with the sending of commercial and marketing communications. This consent can be withdrawn anytime during the insurance.
- 4 The Policyholder agrees with the sending of information by means of electronic communication if the Policyholder has specified an electronic address or phone number in the insurance policy. This information has only an informative character and such information alone do not make changes to or terminate the policy. This consent can be withdrawn anytime during the insurance.

#### Article 16

##### *Delivery*

1. Any and all requests and communications with an impact on the amount of insurance premium or on the extent of the insurance shall be made in writing.
2. Documents of the Insurer are delivered by post, or by an employee of the Insurer or other person authorized by the Insurer to the last address known to the Insurer.
3. The document of the Insurer sent by a registered mail to the Policyholder, the Insured and the Beneficiary (hereinafter the "Addressee") is deemed to be delivered upon:
  - a) receipt of mail,
  - b) denial of receipt of the mail,
  - c) return of mail as non-deliverable, if the addressee may not be reached at the given address, or if he/she changed the place of residence and therefore the mail cannot be delivered.
4. On the last day of the time limit for deposition if the recipient could not be reached and the Insurer's document has been deposited by the mail carrier at the post-office, even if the recipient was not aware of the deposition.
5. Unless agreed otherwise, document may be also delivered by electronic means through a data box or electronic message with a guaranteed electronic signature of the sender attached. The documents are delivered electronically to the specific electronic address provided by the recipient for the purposes of mutual communication. The document sent to the recipient by electronic means to the last known electronic contact address is deemed to be delivered on the tenth day following the dispatching, unless law stipulates otherwise. The document of the Insurer sent by electronic means to the electronic contact address provided by the recipient is deemed to be delivered, even though the recipient could not familiarize himself/herself with its content, unless such is excluded by the law.

#### Article 17

##### *Definitions*

1. **Standard Premiums** shall mean premiums set for the insurance period. Unless agreed otherwise, standard premiums are payable from the first day of the insurance period.
2. **Tokens of value** shall mean postal stamps, fee stamps, meal vouchers, telephone and other cards having, when issued, value that can be drawn for utilization.
3. **Things of value** shall mean including but not limited to bank notes and coins, precious metals and items made from them, pearls and gems that are not embedded, deposit books and chequebooks, payment cards and securities.
4. **Securities** shall mean a document with a right attached to it in such a manner that following the issue of the security the right may neither be exercised nor transferred without the document.
5. **Contemporary price** shall mean for the purposes of this insurance policy the price of the insured property that the property had immediately preceding the occurrence of the insured event; It shall be set from the new price of the insured property taking into account wear and tear, or other deterioration or improvement of the insured property resulting from the repair, upgrade or other modifications.
6. **Franchise deductible** means the amount agreed in the insurance policy up to which the indemnity is not provided; if the indemnity has exceeded the agreed franchise level, this amount is not subtracted from the indemnity. It can be set as a fixed amount in CZK or as a fixed percentage.
7. **Single premium** is set for the entire period, for which the insurance policy was agreed. Unless agreed otherwise, the single premium is payable on the first day of the commencement of the policy.
8. For the purposes of this policy, **other price** shall mean price set in a different manner (such as by an expert opinion specified in the Insurance Policy).
9. For the purposes of this policy, **cybernetic risk** shall mean any damage directly or indirectly occurring as a result of the loss, alteration or damage or impaired functionality, availability or operation ability of computing systems, hardware, programs, software, data, data warehouses, microchips, integrated circuits or similar features whether or not they are part of the computer equipment or owned by the Insured or not.
10. **Indemnity limit** shall mean maximum limit of the indemnity provided by the Insurer.
11. For the purposes of this policy, the **property of special value** shall mean things of artistic value, things of historical value, things of collector's value, antiquities and collections.

12. **Offer** shall mean the offer to enter into the Insurance Policy.
13. For the purposes of this policy, **new price** shall mean the price equal to the sum incurred to purchase the new property of the same kind and purpose, quality and parameters for a price usual at the time and place where the insured event occurred.
14. **Long distance trade** shall mean entering into an insurance policy in a manner using means of communication not requiring the concurrent physical presence of the contracting parties.
15. **Beneficiary** shall mean a person entitled to indemnity as a result of the insured event.
16. For the purposes of this policy, **documents** shall mean plans, files, business records, registers, drawings, and technical carriers of records and data.
17. **The item is lost** when the injured party may no longer, and beyond its control, exercise possessory rights to the item, such as:
  - a) **misappropriation by theft** - taking possession of the insured item, part or accessories thereof in cases where the entry to the location where the item was stored was established (such as forced entry),
  - b) **misappropriation by burglary** - taking possession of the insured item, part or accessories thereof by using violence or threat of immediate violence against the Insured or other authorized person by the perpetrator,
  - c) an **item or part thereof** is lost when the injured party may no longer dispose of the item, does not know where the item is located, or if the item exists at all.
18. The **insured sum** is equal to the insurance value of the insured property at the time when the Insurance Policy is entered into. Its amount is set based on the proposal of the Policyholder in the Insurance Policy.
19. The **Policyholder** is the person who entered into the Insurance Policy with the Insurer.
20. **Insurance peril** means a possible cause of an insured event occurrence.
21. **Insurance risk** means the level of probability that an insured event triggered by insurance peril will occur.
22. For the purposes of this policy, **insurance year** shall mean a period of 12 consecutive months. The first insurance year begins on the date determined in the insurance policy as the commencement of the insurance.
23. For the purposes of this policy, **insurance-technical instruments** shall mean instruments used by the Insurer to manage and optimize the insured risk and peril.
24. **The Insured** is a person whose property is covered by the insurance policy.
25. **Damage** to the insured property shall mean a change to the property condition that can be objectively eliminated by repair, or such a change to the property condition that cannot be objectively eliminated by repair, yet the property is usable for its original purpose.
26. For the purposes of this policy, **deductible** shall mean the sum agreed in the Insurance Policy, up to which the benefit is not provided. This is an amount by which the Insured contributes to the indemnity.
27. For the purposes of this policy, an **act of terror** shall mean a violent act or threatening by a violent act or an act harming life, movable or immovable assets or infrastructure, the aim or result of which is to influence the government or intimidate the public, irrespective of other causes resulting simultaneously or in any given sequence in the loss, damage, costs or expenses.
28. **Insurance participant** shall mean the Insurer and the Policyholder as the contracting parties, as well as the Insured, and any other person who is subject to a right or obligation arising from the private insurance.
29. **Inventories** shall mean material (assets serving as primary or additional input for the relevant activity), unfinished products (also characterized as production output that cannot be independently sold), semi-finished products (semi-finished products completed to be sold independently), finished products (production process output) and goods (everything that has been purchases for resale).
30. **Destruction of the insured property** shall mean a change in the condition of the insured property that may not be objectively removed by repair, and therefore the insured property may not be used for the original purpose.

#### Article 18

##### *Final provisions*

These General Terms and Conditions come into force on 1 January 2014.

**GENERAL TERMS AND CONDITIONS FOR GAP INSURANCE GTCGAP 1/14 F****CONTENTS**

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**Article 1***Introductory provisions*

- GAP insurance of vehicles of natural or legal entities, which is concluded by Česká podnikatelská pojišťovna, a. s., Vienna Insurance Group (hereinafter referred to as the "Insurer"), is governed by the insurance policy, the General Terms and Conditions for GAP insurance 1/14 F (hereinafter referred to as "GTCGAP"). The insurance is further governed by Act No. 89/2012 Coll., of the Civil Code.
- GAP vehicle insurance is insurance against losses.

**Article 2***Insurance risk, scope of coverage, territorial validity, subject matter of insurance*

- The insurance is concluded for the event of total loss to the insured vehicle, based on which the Insured is entitled to receive benefits from the primary insurance.
- The insurance is valid under territorial validity of the primary insurance; however, in the maximum geographical territory of Europe, including Russia and Turkey and the territory of Morocco and Tunisia, unless stated otherwise in the insurance policy.
- The subject of the insurance is a vehicle with a valid Czech vehicle certificate of registration and Czech vehicle registration number, which is also covered by primary insurance for the entire duration of the insurance. The subject matter of insurance may be a new or used vehicle, provided more than three years of the first registration thereof has not elapsed upon the date of conclusion of the insurance policy.
- Unless specified otherwise in the insurance policy, the subject matter of insurance may not be a vehicle:
  - whose total weight exceeds 3 500 kg,
  - whose acquisition price exceeds CZK 2 000 000 in the case of a new vehicle or the amount of CZK 1 000 000 in the case of a used vehicle,
  - which is used for any of the following purposes:
    - vehicle rental (car rental, replacement vehicles provided by vehicle repairers),
    - taxi service, limousine or passenger transport for a fee,
    - driving school or driver training,
    - as a racing car,
    - emergency or police vehicle,
  - owned by a person engaged in selling or servicing of vehicles based on sale in part exchange or purchased for the purpose of further sale.
- The following motor vehicle brands are excluded from insurance: Aston Martin, Bentley, Bitter, BMW Alpina, Bristol, Bugatti, Caterham, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Gordon, Kaipan, Lamborghini, Marcos, Maserati, Morgan, Porsche, Rolls Royce, VTR, Ultima, Wiesmann, EVO type vehicle, limited production models and all vehicles that were not intended for the European market and primarily approved for this market.

**Article 3***Inception and duration of insurance*

- The insurance policy shall be in writing, even for insurance policies concluded for a period of less than one year; an integral part of the insurance policy are copies of acquisition documents to the given vehicle (e.g. invoice and handover protocol).
- The insurance starts on the first day following the date of entering into the insurance policy, unless it has been agreed that the insurance will already start with entering into the insurance policy or later. This day marks the start of the insurance.
- The offer of the Insurer may be accepted by a timely payment of the premium, only if it is explicitly stated in the offer that it may be accepted by payment of the premium. The insurance is then incepted by the timely payment of the premium in the sum specified in the offer. Unless the offer specifies when it should be accepted by, its acceptance shall be required within one month from the date of delivery of the offer to the policyholder.
- The insurance can be taken out no later than 180 days from the registration of the vehicle for insurance, unless stated otherwise in the insurance policy.
- Insurance is concluded for a fixed maximum period of up to 5 years from the date of first registration of a new vehicle, respectively within 5 years from the purchase of an insured vehicle, unless the insurance policy states a longer period.
- Insurance shall not be interrupted.

**Article 4***Premiums*

- The premium is the payment for the insurance coverage provided by the Insurer. Its sum, method of payment and maturity are given in the insurance policy.
- Regular premium is concluded for this insurance, which shall be payable on the first day of the insurance period, unless stated otherwise in the insurance policy.
- The insurance may be taken out for an insurance period of twelve, six, three or one month. The Insurer shall have the right to charge a reasonable surcharge for an insurance period of less than one year.

- The payment of the premium shall be deemed the day on which the premium was paid to the Insurer. In the case of a cashless payment by bank transfer or by postal order payment, it shall be the day when the sum of money is credited to the account of the Insurer.
- If the insurance becomes void before the expiration of the period for which the insurance was taken out for, the Insurer shall be entitled to premiums until the expiration of the insurance. The Insurer shall be obliged to return the remaining portion of the paid premiums. However, if the insurance becomes void as a result of an insured event, the Insurer shall be entitled to premiums until the end of the insurance period, in which the insured event occurred; a single premium shall belong to the Insurer in full.
- Premiums are payable in the local currency, unless specified otherwise in the insurance policy.
- If the premium is not paid in time and in the agreed sum, the Insurer shall be entitled to demand interest on arrears and costs associated with the recovery of this premium.
- If circumstances arise during the course of the insurance that have an impact on the sum of provided discounts or surcharges, the Insurer shall carry out a corresponding change in the sum of the premium no later than the following day annual day of the beginning of the insurance.
- The Insurer shall have the right in relation to changes in conditions decisive to the determination of the sum of the premium, in particular due to claims inflation, to newly adjust the sum of the regular premiums from the annual date of the start of the insurance. The Insurer shall be obliged to inform the policyholder of the newly set premium sum no later than 2 months before the maturity of the insurance premium is payable for the next insurance period. In the event that the policyholder does not agree with this change, he/she shall exercise his/her disagreement with the Insurer in writing within one month from the date of learning about the proposed change in the sum of the premium; in that case, the insurance shall become void with the expiration of the insurance period, for which the premium has been paid. If disagreement is not expressed within the given deadline, the insurance will not expire and the Insurer shall be entitled to the newly established premium. Claims inflation is the sum of external factors independent of the will of the Insurer, which lead to an increase in insurance benefits or expenses of the Insurer, i.e. an increase in the prices of goods and services, the number and sum of losses, the scope of insurance coverage by law, taxes or as a result of legislative change.
- The Insurer shall be entitled to verify the accuracy of the data for determining premiums, e.g. by inspecting the subject matter of insurance, check the operation of the security equipment designed to protect the vehicle or by requesting other documents. The Insured (Policyholder) is required to enable this verification.
- The Insurer is entitled to subtract the insurance premium receivables that have fallen due or other insurance receivables from insurance benefits.
- By paying the premium the Insurer amortizes its receivables for premiums and other receivables from the insurance in the order in which they occur, regardless of whether the debtor specified otherwise or demonstrated other will.
- The sum of the premium shall be established in relation to the insurance technical parameters according to the current tariff of the Insurer.
- The premium is not conditioned by the BONUS-MALUS system.

**Article 5***Obligations of the Insurer*

- The Insurer is obliged to hand over the insurance policy, including all annexes and policy conditions, immediately after concluding the insurance policy, unless it is an agreement entered remotely.
- Based on the written request of the Policyholder, the Insurer shall be obliged to make a duplicate copy of the insurance policy and insurance contract.
- The Insurer is obliged upon the report of a loss to immediately commence investigation that is required to determine the scope of its liabilities. If the costs of the investigation are incurred or increased by the violation of duties of the parties to the insurance, the Insurer shall have the right to demand reasonable compensation from the person who breached the obligation.
- The Insurer is obliged to discuss the results of the investigation with the Policyholder (Insured) that is required to determine the scope and sum of loss or to inform the Policyholder in writing without undue delay.
- The Insurer is obliged to return the Policyholder (Insured) and beneficiary documents, which were presented to the Insurer, upon request.
- The Insurer is obliged to allow the Policyholder (Insured) and beneficiary to consult the documents, which the Insurer collected during the investigation.

**Article 6***Obligations of the Policyholder, the Insured*

- The Policyholder has the following obligations in particular:
  - answer truthfully and fully to all questions the Insurer when drawing up the insurance and notify the Insurer in writing, without undue delay, of any changes concerning the concluded insurance; if a lower premium was established based on false, unsubstantiated or incomplete information, than the Insurer would have established had all facts been known, the Insurer shall be entitled to payment of the difference in the premium from the beginning of the insurance,
  - inform the Insurer of data to the insured vehicle that was not known at the time of concluding the insurance policy, within the deadline determined by the Insurer; however, no later than 15 days from entering the insurance policy,
  - pay premiums in the manner agreed in the insurance policy,
  - inform the Insured, if it is a person other than the Policyholder, of all terms and conditions of the insurance and all obligations arising from the insurance.
- The Insured and Policyholder have the following obligations in particular:
  - during the course of insurance of the insured risk, to enable the Insurer to review, in particular to allow the physical inspection of the subject matter of insurance, check the operation of security devices serving to protect the subject matter of insurance, to prove ownership of the subject matter of insurance, to submit relevant documents or papers or to make technical, accounting or other such documents pertaining to the subject matter of insurance available to the Insurer,
  - act in a manner so as to prevent the occurrence of an insured event,

- c) secure the subject matter of insurance against theft and unauthorized use by locking the vehicle properly and activating any other security features; in the case of an insured event, during which the subject matter of insurance becomes damaged, adequate measures shall be taken to eliminate or reduce the risk of theft of the subject matter of insurance or to reduce the risk of further losses,
  - d) immediately notify the police of each loss event, if it occurred in relation to a traffic accident (and this obligation is given by the law, or other legislation) or a criminal offence or misdemeanour, or if it occurred abroad; in the event of a fire, the Policyholder is obliged to contact the fire department,
  - e) immediately notify the Insurer of an insured event, provide a full and truthful explanation of its occurrence and the scope of its consequences, provide all of the necessary documents required by the Insurer and allow the Insurer to make copies thereof and provide the necessary assistance in the Insurer's investigation,
  - f) not leave documents of the insured vehicle in the vehicle, in particular the certificate of registration and vehicle registration,
  - g) notify the Insurer that he/she has taken out other insurance against the same insurance risks, for the same period of time for the subject matter of insurance and shall provide the name of the insurer and the sum insured.
  - h) notify the Insurer, without undue delay, of the fact that the lost or stolen subject matter of insurance has been found,
  - i) accept the subject matter of insurance, if it is found after theft or loss, and the Insurer has not yet paid out the compensation for the respective insured event,
  - j) All documents shall be submitted in Czech, foreign language supporting documents must be submitted in original form with a notarized translation into Czech. The cost of the translation of the documents shall be borne by the person who submits them.
  - k) upon taking out an insurance policy, the Policyholder shall provide the Insurer the purchase documents of the vehicle,
  - l) ensure the replacement of all additional locks, at his/her own expense, if one or more keys is lost or stolen; in the case of theft of the vehicle, he/she shall hand over all keys and controls of the vehicle and its security, if the Insurer requires it and if the Insured does not submit them to the primary insurer, then to provide a copy of the liquidation report of the primary insurer, which clearly states the sum of the provided benefit, the sum of deducted deductibles including possible reductions in claims and the deducted value of recoverable balances.
3. If the Insured finds out that the stolen vehicle was found after the insured event had been reported or compensation had been paid, the Insured shall be obliged to report this fact immediately to the Insurer.
  4. In the case of an insured event, the Insured is obliged to provide a written confirmation of the validity of the primary insurance over the entire duration of the effectiveness of GAP insurance.

#### **Article 7**

##### *Changes in insurance*

1. Changes to an insurance policy with an impact on the sum of insurance premium or on the extent of the insurance can only be made by a written agreement of the participants, otherwise they are invalid. Changes to an insurance policy without an impact on the sum of insurance premium or on the extent of the insurance do not require a written form; the Policyholder may notify such a change by phone or e-mail while the Insurer may also use means of electronic communication unless the Policyholder has expressly rejected such means in the insurance policy.
2. The Insurer may use the address of the permanent residence or of the registered office, as appropriate, of the Policyholder as well as of the Insured, as specified by the insurance policy in any and all insurance policies entered into before. Analogically, the Insurer may change such data in the insurance policy, based on an insurance policy entered into later.

#### **Article 8**

##### *Expiry of the insurance*

1. Insurance concluded for a fixed term shall expire with the end of the period for which it was concluded.
2. The insurance shall expire on the day the deadline lapses, set by the Insurer in the reminder to pay the premium, or part thereof, delivered to the Insured; this deadline must not be shorter than 1 month and the Insurer's reminder shall contain a notice of termination of insurance in the event of the failure to pay premiums; the deadline set by the Insurer in the reminder to pay a premium, or part thereof, may be extended before its expiration by agreement.
3. The Insurer and Insured may agree on the expiry of the insurance. This agreement must be drawn up in writing and must set out the time of termination and means of mutual settlement of claims.
4. Insurance, for which regular premiums have been agreed to, expires with the notice of the Insurer or Insured at the end of the insurance period. The notice must be delivered at least 6 weeks prior to the expiry of the insurance period, otherwise the insurance shall expire at the end of the next insurance period.
5. The Insurer or the Insured may terminate the insurance within two months of entering the insurance policy. Upon the expiry of the eight-day notice period the insurance shall expire.
6. The Insurer or the Insured may terminate the insurance within 3 months of receipt of notification of an insured event. Upon the expiry notice period of 1 month period the insurance shall expire.
7. The Insured may terminate the insurance within 1 month of receipt of notification of notification of an insured event or its part, or change in the Insurer. Upon the expiry of the eight-day notice period the insurance shall expire.
8. The Insured may terminate the insurance within 1 month from the date of the publication of the notice that the Insurer's authorization to perform insurance activities has been withdrawn. Upon the expiry of the eight-day notice period the insurance shall expire.
9. If the Policyholder or the Insured falsely answers the written questions of the Insurer, relating to the concluded insurance, intentionally or by negligence, or incompletely, the Insurer shall have the right to withdraw from the insurance policy, if it would not have concluded the contract if the answers were true and complete. The Insurer may exercise this right within 2 months from the date of finding out such facts, otherwise

- the right shall expire. By withdrawing from the insurance policy, the insurance policy shall become void from the beginning. The Insurer shall be entitled to reimbursement of incurred administrative and other costs.
10. If the Insurer shall discover that modifications were made to the vehicle identifier (VIN), or that it was tampered with in any other way, the Insurer shall be entitled to withdraw from the insurance policy. By withdrawing from the insurance policy, the insurance policy shall become void from the beginning.
  11. The Insurer may refuse to provide benefits arising from the insurance policy, if the cause of the insured event was a fact:
    - a) of which the Insurer became aware after the insured event had occurred,
    - b) that the Insurer could not find out when concluding the insurance or its change as a result of falsely or incompletely answered questions,
    - c) that would lead to the failure to conclude the insurance policy or to the conclusion of the contract under other conditions, had the Insurer known about it at the time of the conclusion of the insurance policy.

The insurance shall expire on the date of refusing to provide the insurance benefits.
  12. If, while exercising the right to benefits from the insurance, the beneficiary states knowingly false or grossly distorted data about the extent of the insured event or conceals important data about that insured event, the Insurer is entitled to refuse the benefits from such insurance policy. The insurance shall expire on the date of refusing to provide the insurance benefits.
  13. The insurance shall become void:
    - a) with the destruction or damage to the insured vehicle, resulting in total loss, or theft of the vehicle; if it is possible to determine the time of theft, the vehicle shall be deemed as stolen, as soon as the police receives notification of its theft
    - b) on the date of the notification of a change of ownership of the insured vehicle; change of ownership must be documented; if the Insurer discovers that the change of ownership of the vehicle was only circumstantial and the change of ownership never occurred, the insurance shall not become void,
    - c) with the lapse of insurance interest,
    - d) or with the expiry of the primary insurance.
  14. If joint assets of spouses cease as a result of death or declaration of death of the spouse, who has taken out insurance, the surviving spouse shall enter into his/her place, if he/she is still the owner of the subject matter of insurance.
  15. If the joint assets of spouses cease in a different manner, the insurance shall be transferred to the spouse, whom the subject matter of insurance has fallen to in the property settlement of the joint assets.

#### **Article 9**

##### *Loss and insured events*

1. A loss event is a fortuitous event, which gives rise to loss and which could give rise to the right to benefits.
2. An insured event is the total loss covered by primary insurance, with which the establishment of the Insurer's obligation to provide indemnification from GAP insurance is associated.

#### **Article 10**

##### *Coverage limits, deductibles, benefits*

1. The Coverage limit is the maximum Coverage limit and equals 50% of the purchase price of the vehicle, but no more than CZK 600 000, unless specified otherwise in the insurance policy.
2. The acquisition cost must be stated in the policy in the sum of the purchase price of the vehicle.
3. Unless it is agreed to otherwise in writing with the Insurer, the acquisition cost of new and used vehicles must not exceed 105% of the price equivalent to a new or regular price stated in available price lists to the date of commencement of the insurance. In the event that during the investigation of a loss claim it is found that the acquisition cost of the given vehicle exceeds 105% of the price stated in available price lists, the Insurer shall determine the normal cost of the insured vehicle at the date of acquisition. This price shall be deemed the acquisition cost.
4. Within the scope of these GTCGAP, the insurance is concluded without deductibles.
5. Benefits shall be calculated by the difference between the acquisition cost and the benefits from primary insurance. From this sum, the Insurer shall deduct the following:
  - a) the sum corresponding to the value of recoverable balances (as defined by the primary insurer),
  - b) VAT, if the primary insurer also deducted VAT,
  - c) reduction in benefits carried out by the primary insurer for any reason whatsoever.
6. Benefits must never exceed the sum corresponding to the difference between the acquisition cost and the regular price of the vehicle pursuant to available price lists, at the time of the occurrence of the total loss.
7. The indemnification of all Insurers from one insured event must not exceed the sum equivalent to the acquisition cost of the vehicle stated in the insurance policy.
8. In the case that the benefit for total vehicle loss is paid from liability insurance for harm caused by vehicle operation of the culprit of the traffic accident (hereinafter referred to as "POV"), and under the conditions that the primary insurance was in force and on the basis of insurance terms and conditions the entitlement to indemnification was covered by primary insurance, indemnification on the part of the POV Insurer shall be deemed as the indemnification of the primary Insurer.
9. For loss events that take place at the time when the primary insurance is not in force, entitlement to indemnification from this insurance shall not arise.
10. The Insurer shall have the right to refuse to provide benefits, if it does not concern total loss pursuant to its conditions, although the primary Insurer had concluded the benefit as a total loss.
11. The benefit is payable within 15 days of the completion of the investigation necessary to determine the scope of the Insurer's duty to perform. The investigation must be carried out without undue delay. The investigation is completed as soon as the Insurer communicates its results to the beneficiary. If the investigation can not be completed within three months after the Insurer was notified of the insured event, the Insurer shall be obliged to notify the Insured of the reasons why it can not complete the investigation, as well as provide the Insured a reasonable advance upon written request. The Insurer may deny advance payment, if there are reasonable grounds for it.
12. If the Insured violates the insurance, or the beneficiary breaches any of his/her obligations, the Insurer shall have the right to reduce the benefit within reason in

the case that such circumstances have substantially contributed to the occurrence of the insured event, to aggravation of the consequences thereof, or to hindering the Insurer's investigation, including finding and determining the sum of the benefit.

13. If so agreed in the insurance policy, this insurance shall also cover loss caused by the Insured in relation to deductibles from the primary insurance, in the sum as stated in the insurance policy, with maximum benefits of 10% of the regular price of the vehicle determined by the primary Insurer or CZK 80 000, depending on whichever sum is lower.
14. Entitlement to compensation for deductibles under the previous paragraph does not arise, if the deductibles are recoverable from other insurance.
15. If the stolen vehicle is found, the Insurer shall be entitled to reimbursement of the benefit in the amount by which the sum obtained from the sale of the recovered vehicle exceeds the benefit of the primary Insurer, reduced by the sum of deductibles, for which the benefit was not provided pursuant to the preceding paragraph.

#### Article 11

##### *Exclusions from the insurance policy*

Insurance does not apply to:

- a) loss event, where entitlement to indemnification under primary insurance did not arise,
- b) the sum, by which the Insurer reduced the benefit from primary insurance due to a failure to comply with insurance obligations,
- c) costs, covered by other insurance or any other financial losses covered from another source, including VAT refunds,
- d) the value of the accessories, which were not installed in the vehicle by the manufacturer at the time of its acquisition,
- e) consequential loss of any sort incurred after the insured event, whether they are insured under primary insurance or not, losses incurred by improper operation or maintenance (e.g. incorrect shifting of gears, mistake in fuels required for operation, a lack of or confusion of other liquid, overheating or seizure of the engine including engine seizure due to damage to the oil pan or its accessories, improper storage and mounting of loads to the insured or towed vehicle, improper braking of the vehicle preventing it from rolling away, reopening of the body hood, driving through a flooded area, starting a flooded vehicle etc.),
- f) losses caused by cargo or goods transported by the insured vehicle, including losses caused by loading and unloading cargo,
- g) losses caused while the vehicle was operated by a person, who did not meet the conditions for driving a vehicle under the relevant legislation,
- h) losses caused by a person driving a vehicle, whose measured blood alcohol level exceeded 0.24%, who was in possession of narcotic, psychotropic or similar substances that affect the ability to drive vehicles, or who refused to take a breath test upon the order of the police, or undergo a medical examination including blood and urine tests to determine if the individual is under the influence of alcohol, narcotic, psychotropic or other substances with a negative impact on the ability to drive a vehicle, or a person who did not abstain from the consumption or other applications of alcohol, narcotic, psychotropic or other substances with a negative impact on the ability to drive a vehicle, from the occurrence of the accident to the arrival of the police,
- i) losses caused during the operation of the vehicle as a work machine or its use for handling cargo (use as a hydraulic arm, tilting, etc.),
- j) losses caused by the explosion of transported explosives or other hazardous substances,
- k) losses caused by conduct having the characteristics of fraud or embezzlement, fraud or embezzlement of a lessee or borrower, who failed to return the leased vehicle, regardless of whether an investigation has been commenced by law enforcement authorities in criminal proceedings,
- l) losses caused by the intentional conduct of the Insured, Policyholder or third party on their own initiative,
- m) losses, which the supplier, repairer or other contractual partner is held liable for under the law or contract,
- n) losses caused during races of all types and contests with an element of speed, as well as in the preparatory drives for these events, unless agreed to otherwise in the insurance policy.

#### Article 12

##### *Delivering*

1. Insurer's documents shall be delivered by a postal service operator or by an Insurer's employee or another person authorised by the Insurer, as appropriate, to the address specified in the insurance policy or to the last address known to the Insurer.
2. An Insurer's document sent by a postal service operator as registered mail or ordinary mail, as appropriate, to the recipient is deemed to have been delivered:
  - a) on the third business day after sending the mail; for registered mail with acknowledgment of receipt, on the date of receiving the mail even if the mail is received by a different person, to whom the post-office has delivered the mail in compliance with postal service legislation (such as a family member);
  - b) denial of receipt of the mail,
  - c) on the date of return of the mail as undeliverable (for example, if the recipient cannot be identified at the address specified, the recipient has failed to put his or her first name and surname or name on the relevant letter box, the recipient has changed his or her place of residence, and the mail cannot be delivered);
  - d) on the last day of the letter storage period if the recipient was unavailable and the Insurer's document has been stored by the mail carrier at the post-office, even if the recipient has not become aware of the mail storage.
3. Unless agreed otherwise, documents can be delivered via data exchange boxes. Unless such a document is delivered in such a way that a person who has access to such a document, owing to the scope of his or her authorisation, logs in to the data exchange box, the document is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless law or other legislation provides otherwise.
4. Unless agreed otherwise, documents can be delivered by electronic message, electronic message provided with a sender's advanced electronic signature or via the Insurer's Internet application. Electronic documents shall be delivered to the

electronic address provided by the recipient. A document sent to the recipient electronically to the last notified electronic address is deemed to have been delivered on the third day after being sent, even if the recipient has not become aware of the content of the document, unless law or other legislation provides otherwise.

#### Article 13

##### *Personal data processing, communication*

1. The Insurer is obliged to handle personal data pursuant to Act No 101/2000 Coll., on Personal Data Protection.
2. The Policyholder agrees with the Insurer storing the information concerning the Policyholder's insurance into the information system of the Czech Insurance Association (hereinafter referred to as "CIA") and the Czech Insurers' Bureau (hereinafter referred to as "CIB") that this information shall be available to any CIA member. The purpose of the information system is to gather and process data in order to protect clients as well as insurers and to be used for statistical purposes.
3. The Policyholder agrees with the sending of commercial and marketing communications. This consent can be withdrawn anytime during the insurance.
4. The Policyholder agrees with the sending of information from the Insurer by means of electronic communication if the Policyholder has specified an electronic address or phone number in the insurance policy. This consent can be withdrawn anytime during the insurance.
5. If the Policyholder disagrees with the sending of information by means of electronic communication according to Article 13, paragraph 4, the Insurer cannot even send documents by an electronic message provided with the sender's advanced electronic signature pursuant to Article 12, paragraph 4, to the Policyholder.

#### Article 14

##### *Definitions*

For the purposes of these GTCGAP, the following is defined as:

1. **Limousine** – generally a four to six door vehicle with a three-seater body with room for 6 to 9 passengers with a fixed roof. The space for passengers is usually separated from the driver's space by a partition wall located behind the front row of seats.
2. **New vehicle** – vehicle registered to the first owner.
3. **Used vehicle** – vehicle registered to a second or other owner.
4. **Beneficiary** – the person, who as a result of an insured event becomes entitled to benefits. The beneficiary may be the Policyholder or the Insured, or any other person, who has a legitimate need for protection against the consequences of a fortuitous event caused by insured risk.
5. **Open market value of the vehicle** – the price for which the subject matter of insurance may be purchased in the market in the Czech Republic in the same quality and degree of wear or other depreciation.
6. **Insurance period** – the time period agreed to in the insurance policy, for which premiums are paid.
7. **Acquisition cost** of a vehicle is understood as the price of the vehicle stated on the invoice / tax document or in the purchase contract, which applies to the vehicle and equipment approved by the manufacturer. The acquisition cost does not include any accessories and equipment, services or fees associated with the purchased vehicle or parts or equipment purchased additionally. The acquisition cost is considered without VAT, if VAT deduction was applied.
8. **Primary insurer** is understood as the insurer, with whom the primary insurance in force at the time of the insured event is concluded.
9. **Primary insurance policy** - the insurance policy on accidental vehicle insurance entered into between the Insured and primary insurer, valid and effective for the entire duration of this insurance, which covers the insured risk of accident, natural disaster and theft.
10. **Primary insurance** – insurance taken out by the primary insurance policy referred to in paragraph 9 of this Article.
11. **Vehicle registration number (VRN)**, formerly referred to as a license plate.
12. **Complete (total) loss** – such loss to the vehicle, from which entitlement to insurance indemnification arises from primary insurance and treated by the primary insurer as "total loss" including cases of theft, robbery, destruction or such losses, resulting in the uneconomical repair of the vehicle (reasonable costs for the repair of a damaged vehicle are equal or exceed 80% of the regular price, which the vehicle had immediately before the insured event) or technically unfeasible repair and the remains of the vehicle were issued to the primary insurer or redeemed or forfeited by the lease/loan company before the payment of any benefit from GAP insurance.
13. **Racing car** – a vehicle used in races of any type, contests with an element of speed, as well as in the preparatory drives for these events.
14. **Embezzlement** – conduct, committed by a person who appropriates a foreign item, which was entrusted to him/her and thus caused damages to foreign property.

#### Article 15

##### *Final provisions*

1. These General Terms and Conditions come into force on 1 January 2014.
2. Insurance contracted in accordance with the GTCGAP hereof shall be governed by the laws of the Czech Republic and any disputes shall be addressed by the competent courts of the Czech Republic.