



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

# **GENERAL TERMS AND CONDITIONS OF VEHICLE INSURANCE:**

## **PART I - GENERAL PROVISIONS (VPPG)**



## **Article 1**

### **Introductory Provisions**

1. The following terms and conditions of vehicle insurance (“**VPPG**”) regulate the terms and conditions of the:
  - (i) Motor Own Damage Insurance,
  - (ii) Driver/Passenger Accident insurance, and
  - (iii) Luggage insurance.
2. The insurance contract and Act No. 89/2012 Sb., the Civil Code, as amended (“**Civil Code**”), govern the insurance under these VPPG.
3. The provisions of the respective supplementary insurance terms and conditions shall prevail over these VPPG. In case of discrepancies between the insurance contract and these VPPG or supplementary terms and conditions, the stipulations of the insurance contract shall prevail.

## **Article 2**

### **Definitions**

**Optional equipment** means a child car seat, fire extinguisher (unless included in compulsory equipment), tow rope, snow chains, and portable lamp.

**Traffic accident** means an incident occurring in traffic on roads and streets, such as an accident or collision that occurs or starts on a road and results in the death or injury of a person or in damage to property directly connected with the operation of a moving vehicle.

**VAT** means value-added tax under Act No. 235/2004 Sb., as amended, or any other legislation replacing the Act.

**Double-track vehicles** mean multi-axle double-track vehicles, with no standing room registered in the certificate of vehicle registration. Unless otherwise stated in the insurance contract a double-track vehicle is not deemed to include a motorcycle with a sidecar, quad bike or any other vehicle similar to a motorcycle.

**Accident** means an event resulting in damage or destruction of a standing or moving insured vehicle. For insurance purposes, an accident is deemed to mean a sudden, external, accidental action, particularly during a collision, vehicle crash into an obstacle or an animal, during a fall or immersion.

**Hospitalisation** means inpatient care provided to the Insured Person on the grounds of an injury by a healthcare provider designated for such a purpose, which is indispensable from a medical perspective.

**Qualifying period** means a minimum number of days from the occurrence of an insured event, during which the Insurer provides no insurance benefit, or, as the case may be, which must pass before the entitlement to the insurance benefit stipulated in the insurance contract arises.

**Hail** means a natural phenomenon in which pellets of ice formed in the atmosphere fall on and thus damage the insured property.

**Insurance limit** means the maximum limit of benefit provided by the Insurer for one loss, determined as proposed by the Policyholder where the insured value cannot be established at the time of the conclusion of the insurance; insurance limits applicable to individual perils are specified in the insurance contract or in the insurance terms and conditions.

**Robbery** means an unlawful appropriation of a vehicle, equipment or a part thereof accomplished by means of force or threat of immediate violence against the justified user of the vehicle.

**Negligence** means:

such an act when a person causing damage knew that their act may cause damage but assumed without any reasonable reason that no damage will be caused (negligence),

or such conduct when a person causing damage did not know that their act may cause damage although they could and should have known, considering the circumstances and their personal situation, such as clumsiness, carelessness, inattentiveness, and mis operation (unintentional negligence).

**Hospital** means a public or private healthcare services provider that is under constant medical supervision, works in compliance with current findings of medical science available, provides outpatient or inpatient treatment, and operates in compliance with applicable laws currently in force and effect.

**New vehicle** means a vehicle registered in the name of the first owner.

**Fair market value of an object** means a price for which the insured property can be obtained on the Czech market in the same quality and with the same wear and tear or other depreciation under Act No. 151/1997 Sb., on Asset Valuation, as amended.

**Fair market value of a vehicle** means a price for which the insured vehicle can be obtained on the Czech market in the same quality and with the same wear and tear or other depreciation.

**Valuation tables** mean document of the Insurer containing the principles for the calculation of insurance benefits payable by the Insurer for permanent consequences of an injury and for a treatment of injuries and hospitalisation, which is contained in Annex No. 1 to the Supplementary Terms and Conditions of vehicle insurance - Driver/Passenger Accident (PAIT&C).

**Theft** means appropriation of an insured vehicle, a part or equipment thereof by stealing, stealing by breaking and entering or robbery, including damage or destruction of the vehicle that occurs during the time from the theft until the return of the vehicle.

**Beneficiary** means a person that becomes entitled to a benefit as a result of an insured event.

**Falling trees and other objects** mean a movement of the trees and other objects having the characteristics of free fall; the fall of other objects must be caused by weather.

**Document** means a legal action or a notification related to insurance that is written and signed. Documents can be in hard copy or electronic form.

**Fraud** means an act committed by a person who enriches himself/herself or another person to the detriment of the property of another by misleading someone, making use of someone's mistake or concealing material facts, thus causing damage to the property of another person.

**Insurer** means Greenval Insurance DAC, with its registered office at Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland.

**Sum insured** means the maximum amount payable in respect of one insured event, determined in the insurance contract as proposed by the Policyholder, if the insured value of the property can be determined at the time of the conclusion of the insurance.

**Insured value** means the maximum amount of proprietary damage that can be a consequence of an insured event (referred to also as "insured amount" internally between the Insurer and the Policyholder).

**Insured event** means an accidental event occurring during the term of the insurance or during a period specified in the insurance terms and conditions or in the insurance contract, which involves the occurrence of the Insurer's liability to provide insurance benefit.

**Period of insurance** means a period agreed in the insurance contract for which insurance premium is paid.

**Policyholder** means a person who entered into the insurance contract with the Insurer and who is required to pay premium.

**Third Party Liability insurance** means a mandatory insurance taken out under the Act No. 168/1999 Coll., the Motor Vehicle Liability Insurance Act.

**Insured Person** means a person whose life, health, property or liability or any other value of insurable interest is insured.

**Breach of fundamental obligations related to the operation of vehicles on roads and streets** means:

- (i) the operation of a vehicle, the design and technical condition of which does not meet road traffic safety requirements and safety requirements necessary to protect the operating personnel, transported persons and items,
- (ii) the operation of a vehicle, the roadworthiness of which has not been approved,
- (iii) the driving of a vehicle by a person who does not hold a relevant driving licence, excluding vehicles driven by a person learning to drive or taking a practical driving test, at all times under the supervision of a licensed teacher or individual driving instructor,
- (iv) the driving of a vehicle by a person subject to the prohibition to drive vehicles during the period of the prohibition,
- (v) the driving of a vehicle by a person while under the influence of alcohol, narcotic or psychotropic substances or a drug labelled with driving prohibition,
- (vi) leaving the driving to a person specified in points (c), (d) or (e) of this clause.

**Vehicle purchase price** means a price of the vehicle stated on an invoice or in the purchase agreement related to the vehicle and the equipment approved by the manufacturer. The purchase price includes the price of any accessories. The purchase price does not include services or charges related to the acquisition of the vehicle, or additionally purchased parts or equipment. The purchase price is assumed exclusive of VAT where VAT was deducted.

**Damage to the vehicle's wiring by an animal** means damage to the cables and wiring harnesses throughout the vehicle by an animal, damage to soft plastic and rubber parts in the engine compartment (e.g., bushings, hoses, radiator inlets, etc.) by an animal.

**Injured person** means a person suffering harm, as a consequence of the operation of a vehicle, and who has a claim for damages from the Insured Person.

**Flood** means a flooding by water overflowing from watercourses or reservoirs (such as dams and ponds).

**Fire** means a fire in the form of flames. Damage caused by fire is not deemed to include damage caused by scorching, the effect of useful heat, smouldering, smoke pollution or the effect of an electric current.

**Vehicle registration number** means the letters and numbers stated on the registration plate under the Decree of the Ministry of Transportation No. 243/2001 Sb., on Vehicle Registration, as amended.

**Glass** means automotive glass that serves the view from the vehicle, excluding motorcycle, three-wheeler, quad-bike, forklift glass, sunroofs, panoramic roofs, side and rear windows of buses and trolleybuses.

**Contractual repairer** means an authorised vehicle repair shop customarily used by the Policyholder for vehicle repair.

**Claims inflation** means a sum of external influences arising independently that result in an increase in costs of the Insurer, such as increased price of goods and services, an increase in the number of instances of or amount of damage or harm, the statutory extent of insurance protection, taxes, or arising from other legislative changes.

**Loss occurrence** means a contingency that results in damage and that could give rise to an insurance claim.

**Market Value** of a vehicle means the price at which the Policyholder can purchase on the market in the Czech Republic such vehicle (taking into accounts the quality and degree of wear and tear or other impairment) as at the moment immediately before an insured event.

**Book value** of a vehicle means value of a vehicle in accounting/booking system at the moment immediately before the occurrence of an insured event.

**Lightning** means an immediate impact of lightning on insured objects.

**Total loss** means theft, destruction or such damage to the property insured that is technically irreparable or where usual costs of repairs are equal or exceed the fair market value of the vehicle.



**Vandalism** means a damage or destruction of the vehicle caused by an intentional act of another.

**Personal belongings** mean items belonging to the driver and/or passengers, excluding transported cargo.

**Material damage** means damage or destruction to the insured property due to any cause other than those excluded in the policy

**Vehicle** means a road vehicle, special vehicle and trolleybus under the Act No. 168/1999 Coll., the Motor Vehicle Liability Insurance Act.

**Gale** means a wind with a speed of at least 75 kilometres per hour.

**Explosion** means a destructive process related to the relief of a high pressure and force. A sound boom and a pressure wave with a destructive effect on the surrounding area accompany it. Damage caused by implosion (the opposite of explosion) is assessed similarly as explosion. Explosion is not deemed to include sonic boom and explosions in facilities where explosive energy is deliberately used.

**Standard equipment** means equipment supplied by the manufacturer for the given type of the vehicle, in standard design, without any additional charge in excess of the standard price.

**Racing car** means a vehicle used in races of any kind.

**“Green card”** (International Motor Insurance Card System) means the international certificate issued on white paper substantiating that the vehicle has third party motor vehicle liability cover as specified in the certificate.

**Embezzlement** means an act committed by a person by dishonestly withholding another’s assets that have been entrusted to him, thus causing damage to the property of another.

**Rockslide, landslide or avalanche** means a phenomenon involving a sudden movement and fall of a large mass of earth, rock, snow or ice down a hill.

**Special equipment** means vehicle equipment supplied beyond standard equipment that is permanently fixed to the vehicle and specified in the insurance contract.

**Natural event** means fire, explosion, immediate lightning strike, rockslide, landslide or avalanche, falling trees or other objects, hail, flood or inundation, gale, earthquake and damage to the vehicle's wiring by an animal.



### **Article 3**

#### **Commencement of insurance**

1. The insurance contract must be made in writing
2. Insurance commences in relation to each vehicle on the effective day of the leasing contract concluded with the Policyholder. Insurance in relation to each vehicle is concluded from the effective date of the leasing contract, renewing on the 1<sup>st</sup> January each year, subject to the terms and conditions of this policy and concluding when the lease expires with the Policyholder.

### **Article**

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#### **Suspension of insurance**

Unless otherwise stipulated in the insurance contract, the suspension of insurance contract by non-payment of insurance premium does not apply and the insurance is not suspended.

### **Article 5**

#### **Insured Person**

Where the insurance has been agreed as a third-party risk insurance, the Insured Person is deemed a party to the insurance relationship instead of the Policyholder following the date of the Policyholder's death or dissolution without a legal successor. However, if the Insured Person notifies the Insurer in writing within 30 days of the Policyholder's death or dissolution without a legal successor that the Insured Person does not wish the insurance to continue, the insurance will terminate on the day of the Policyholder's death or dissolution. No default is effective on the part of the Insured Person until the expiry of fifteen days of the day on which the Insured Person becomes aware of his/her entering into the insurance relationship.

### **Article 6**

#### **Termination of insurance**

1. Unless stipulated otherwise in the insurance contract, the insurance terminates:
  - a) by the expiry of the term for which it has been agreed;
  - b) by a written agreement between the Insurer and the Policyholder which must contain the date of termination of the insurance and the method of settlement of mutual obligations;
  - c) by a written notice of termination of the insurance served by the Policyholder or the Insurer within two months of the date of the conclusion of the insurance contract; an 8-day notice period begins to run on the day of delivery of the termination notice and the insurance ceases to exist upon the expiry of this 8-day period;
  - d) by a written notice of termination of the insurance served by the Policyholder or the Insurer within three months of the day of delivery of the notice of occurrence of an insured event; a one-month notice period begins to run on the day of delivery of the termination notice and the upon the expiry of the one-month period;
  - e) by a written notice of termination of the insurance served by the Policyholder or the Insurer at the end of the period of insurance, the termination notice must be delivered at least six months before the contractual renewal period;



- f) on the day of a futile expiry of the period set by the Insurer in the reminder for payment of insurance premium or a part thereof delivered to the Policyholder; the period may not be less than 1 month and the Insurer's reminder must contain a notification that a failure to pay outstanding premium will result in the termination of the insurance; the period determined by the Insurer in the reminder for payment of insurance premium or a part thereof can be extended by agreement before the expiry of the period;
- g) by a written notice of cancellation of the insurance; if the Policyholder or the Insured Person wilfully or by negligence provide untruthful or incomplete answers to the Insurer's written questions. The Insurer may cancel the insurance contract if he would not have entered into the contract with true and complete answers to its written questions provided. The Insurer may exercise this right within 2 months of the day on which such fact is ascertained; otherwise, the right will be terminated. The insurance terminates from the beginning (*ex tunc*), upon cancellation of the insurance contract. The Insurer is entitled to compensation for administrative and other costs incurred;
- h) on the day of the Insured Person's death or termination without a legal successor;
- i) by the Insurer's delivery of a written notice of refusal to pay insurance benefits under the insurance contract to the Policyholder under Article 5 of the VPPG-M;
- j) upon cessation of the insurable interest;
- k) in other cases provided by the law or the insurance contract.

For the avoidance of doubt, if any of the termination reasons stated above apply to an individual vehicle/Insured Person the insurance terminates only in respect of such vehicle/Insured Person.

2. In relation to individual vehicle to which the insurance applies, the insurance terminates also:
- a) upon destruction or damage caused to the insured vehicle resulting in a total loss or upon theft of the vehicle; if the time of the theft cannot be determined, the vehicle will be considered stolen as soon as the police receives the notification of the theft;
  - b) based on application for withdrawal from the insurance (accident and luggage) by the person who concluded the leasing contract addressed to the Policyholder in accordance with the leasing contract;
  - c) on the effective date of termination of the leasing contract with the Policyholder;
  - d) on the day of delivery of the Policyholder's notice concerning change of the vehicle owner including documents proving this change to the Insurer; if the Insurer finds out that the notice concerning change of the vehicle owner was fictitious only and that no change occurred, the insurance will not be terminated;
  - e) by the Insurer's withdrawal from the insurance made in writing if the Insurer ascertains that the vehicle identification number (VIN) was tampered with or otherwise manipulated; by withdrawal the insurance ceases to exist from inception;
  - f) based on a mutual agreement between the Policyholder and the Insurer on the exclusion of the vehicle from the insurance.



## **Article 7**

### **Insurance premium**

1. An insurance premium is a payment for the insurance cover provided by the Insurer. The amount, payment method and due date are specified in the insurance contract.
2. Regular premium will be paid monthly unless otherwise agreed in the insurance contract. It may be also agreed that the insurance premium will be paid at once for the entire policy period as a lump-sum premium.
3. The policy period is one year, automatically renewing on the 1<sup>st</sup> January each year, subject to the terms and conditions of this policy and concluding when the lease expires with the Policyholder.
4. Payment of the insurance premium is deemed to mean the date on which the insurance premium is paid to the Insurer. Where bank transfer or postal order are used, payment of the insurance premium is deemed to mean the date on which the respective amount is credited to the Insurer's account.
5. If the insurance ceases to exist before the lapse of the period for which it was concluded, the Insurer is entitled to collect the insurance premium until the termination of the insurance. The Insurer is required to return the remaining part of the insurance premium paid. However, if the insurance ceases to exist due to an insured event, the Insurer is entitled to collect the insurance premium until the end of the period of insurance during which the insured event occurred; the Insurer is entitled to collect the insurance premium in full if the insurance contract has been concluded for a lump-sum insurance premium.
6. The insurance premium is payable in the local currency unless otherwise agreed in the insurance contract.
7. The Insurer is entitled to set a new regular insurance premium amount, effective from the date of the first anniversary of the insurance. The Insurer must inform the Policyholder of the new insurance premium amount no later than two months before the insurance premium payment due date for the next period of insurance. If the Policyholder does not agree with this adjustment, the Policyholder must notify in writing the Insurer of the disagreement within one month of the day on which the Policyholder becomes aware of the proposed change to the insurance premium amount. In such a case, the insurance will cease to exist upon the expiry of the period of insurance for which it has been paid. If no disagreement is expressed within this period, the insurance will not cease to exist and the Insurer will be entitled to collect a newly determined insurance premium. The Policyholder must be notified of this consequence.

## **Article 8**

### **Obligations of the Insurer**

1. The Insurer will be obliged to discuss with the Insured Person (Policyholder) the results of an investigation necessary to ascertain the extent and amount of the loss or to inform the Insured Person (Policyholder) in writing accordingly without undue delay.
2. The Insurer will be obliged to return to the Insured Person and to the Beneficiary, at their request, documents that such parties submitted to the Insurer.
3. The Insurer will enable the Insured Person (Policyholder) and the Beneficiary to inspect materials which the Insurer collected during investigation of the insured event.



## **Article 9**

### **Obligations of the Policyholder and the Insured Person**

1. The Policyholder is obliged to do the following:
  - a) provide true and complete answers to all the Insurer's questions when concluding the insurance and inform the Insurer without undue delay of all changes concerning the insurance; if, on the basis of false, unsubstantiated or incomplete information, the prescribed insurance premium amount is lower than the insurance premium that the Insurer would determine if the Insurer knew all the facts, the Insurer is entitled to payment of the difference between the amounts from the beginning of the period of insurance;
  - b) provide the Insurer with the information about the insured vehicles that was not known upon entering into the insurance;
  - c) enable the Insurer to inspect at any time documents decisive for calculating the insurance premium;
  - d) enable the Insurer to inspect the insured vehicle at any time;
  - e) pay the insurance premium for the period of insurance in a manner agreed upon in the insurance contract.
  
2. The Policyholder and the Insured Person are obliged to do the following in particular:
  - a) act in a manner preventing the occurrence of an insured event and, if an insured event occurs, the Insured Person is required to take all possible measures preventing any extension of the scope of loss;
  - b) inform the Insurer without undue delay of the occurrence of the insured event in accordance with the Article 12 below with a description of the facts of the case concerning this event, to submit, in this connection, the relevant documents requested by the Insurer and to allow the Insurer to make copies of them and to follow the Insurer's instructions during investigation of the insured event;
  - c) cooperate with the Insurer as necessary to ascertain the causes of the insured event and to provide full and truthful explanations concerning its occurrence and extent;
  - d) immediately inform the Police of any insured event, if it occurred in connection with a traffic accident (and if this duty follows from the law or other legal regulations) or a criminal offence or a minor offence or abroad, and call the fire brigade in case of fire;
  - e) provide all necessary information to ensure that damages can be claimed from a third party;
  - f) inform the Insurer that the Policyholder (the Insured Person) has concluded another insurance agreement for the same subject matter, against the same insured risk and for the same period of insurance and provide the name of the insurer and the sum insured;
  - g) return to the Insurer, within the time-limit specified by the Insurer in the Insurer's request, any insurance benefits paid without the existence of any entitlement to it;
  - h) submit all original copies of documents in Czech; at the Insurer's request, documents in foreign languages must be submitted with a certified Czech translation; the costs for the translation of documents will be borne by the Insurer.



## **Article 10**

### **Insurance benefits**

1. Any insurance benefits will be paid in the Czech currency to a bank account nominated in Czech crowns, unless otherwise stipulated in the insurance contract. Bank transfer will always be used to pay insurance benefits.
2. The Insurer will provide an insurance benefit if the person that claims the benefit proves and the Insurer's investigation confirms that an insured event is an event covered by the insurance, i.e. that the Insurer is obliged to pay the insurance benefit and the extent of this obligation is ascertained.
3. The moment when an insured event occurred (in respect of which the payment of the insurance benefits is required) is decisive for determining the existence of the Insurer's obligation to pay insurance benefits and for determining the benefits amount.

## **Article 11**

### **Reduction of insurance benefits**

If a breach of obligations by the Policyholder, or the Insured Person, or any other person entitled to the payment of the insurance benefits has a material effect on the occurrence of the insured event or its course, the Insurer is authorised to reduce the insurance benefits amount in proportion to the scope of the Insurer's obligation to pay the insurance benefits resulting from the breach.

## **Article 12 Exclusions**

1. Unless the insurance contract provides otherwise, the Insurer will not pay any insurance benefits in the case of insured events occurring:
  - a) before the insurance is agreed, or after the insurance is terminated,
  - b) in connection with actual and legal defects present in the insured property already at the time when the insurance was concluded regardless of whether they were known to the Insured Person, the Policyholder or the Insurer;
  - c) by deliberate actions of the Policyholder, the Insured Person or a third person on their initiative;
  - d) by a conduct possessing the characteristics of fraud or embezzlement including fraud or embezzlement committed by a lessee or borrower who failed to return a leased or borrowed vehicle regardless of whether the investigative, prosecuting or adjudicative bodies commenced any investigation;
  - e) while the vehicle is being driven by a person not authorised to drive a motor vehicle under the relevant legal regulations, e.g., not possessing the appropriate driver's licence with the exception of vehicles driven by driving instructors or driving learners that being always only under supervision by a licensed instructor or driver – individual driving course trainer, or prohibited to drive motor vehicles while such prohibition is still applicable (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);



- f) while the vehicle is being driven by a person positively tested for the presence of alcohol in blood with the test results proving more than 0.24 ‰ alcohol content in blood or positively tested for the presence of narcotics, drugs or other similar substances affecting the ability to drive a motor vehicle or a person who refused to take a breath test when requested by the police or who refused to undergo a medical examination including the taking of blood and urine samples to establish whether such a person is under the influence of alcohol, narcotics, drugs or other substances having negative impact on the ability to drive a motor vehicle or a person who, during the period between the occurrence of the traffic accident and the arrival of the police did not refrain from consuming or otherwise applying alcohol, narcotics, drugs or other substances negatively affecting the ability to drive a motor vehicle (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- g) while the vehicle is being driven by a person under the influence of pharmaceuticals marked with information about the prohibition to drive under their influence or by a person that refused to undergo a medical examination for detecting the presence of these substances (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- h) when the vehicle is handed over to persons specified under paragraphs (e), (f) and (g) of this Article;
- i) while the vehicle is being operated as a working machine or used to handle a cargo (with the use of a hydraulic arm, dumping mechanism etc.; this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- j) while the vehicle is used together with an additional equipment out of the prescribed transport position or without the transport security measures prescribed by the manufacturer (this provision will not apply if the damage to the vehicle occurred during the period from its theft until it is returned to its authorised user);
- k) during the operation of a vehicle that is being used in an unauthorised manner;
- l) due to the operation of a vehicle whose design and technical condition do not meet road safety requirements, and the requirements for safety of attending persons, passengers and things and/or that has not been approved as technically fit for operation;
- m) during the use of the vehicle for military or other similar purposes;
- n) as a consequence of war-like events of any kind, armed clashes, invasions, mutinies, uprisings and strikes or acts of state and official power (including official seizure of the vehicle), public commotions, insurgencies, rebellions, revolutions, putsch, coup d'état, riots, acts of terrorism or other violent acts motivated by political, social, ideological or religious reasons; or due to measures taken against all the previously mentioned events; or in connection with the Insured Person's participation in them if such participation does not occur in fulfilling work or service duties in the Czech Republic; regardless of any other cause or event contributing concurrently or in any other sequence to the insured event, except where liability is judged to exist under the insurance contract by a court of competent jurisdiction insofar as is necessary to meet the requirements of laws and or the regulation in force in the Czech Republic or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the insured event occurs;



- o) by the effects of nuclear power, ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or nuclear component thereof (generally nuclear energy risks as per the Nuclear Energy Exclusion Clause - NMA 1975a), emanation, pollution and emissions;
- p) by explosion of transported explosives or other hazardous substances;
- q) during repairs or maintenance of the vehicle or in direct connection therewith;
- r) while actively participating in land, air or water motor racing competitions and contests of any kind and during motor vehicle speed contests, type testing of speed and brakes, tip-over and stability tests, tests of range at the maximum speed, including preparatory and warm-up drives, unless the insurance contract provides otherwise;
- s) directly or indirectly by aeroplanes;
- t) as a consequence of indirect damage of any kind
- u) **Transportation Liability**  
Greenval excludes liability to service providers for the transportation of goods. Greenval excludes liability to a customer or third party for loss or damage to cargo in the Insured's care, custody or control. It also excludes cover to a third party for death, bodily injury or damage to property; to a customer or third party for an errors and omissions or professional negligence; to an Authority for fines and duty and any other forms of liability associated with the transportation of goods.
- v) **Commercial transportation of any flammable liquid**  
Greenval excludes vehicles which are involved in the transportation of flammable liquids, and which can be defined as liquids, which that can easily be ignited and capable of burning rapidly.
- w) **Commercial transportation of chemicals or gases in liquid**

Cover is further excluded and cannot be accepted on behalf of Greenval in respect of the following losses or damage directly or indirectly caused by or related to:

- Vehicles on airport premises except in areas to which the public have free vehicular access and except public vehicles, which enter only temporarily for the purpose of delivery. Any losses directly or indirectly involving aircraft are excluded;
- Vehicles taking part in racing, rallies and/or speed trials;
- Vehicles on rails or air cushions;
- Vehicles not designed to run on "terra firma";
- Buses with 10 seats or more, omnibuses, tramway
- Vehicles specifically designed or adapted for military and/or enforcement use;
- Public emergency service vehicles;



- Loss to, damage of or liability for goods conveyed in connection with any trade or business on any vehicle insured by Greenval (Transportation Liability);
- Ownership, operation, maintenance and/or use of any vehicle for which the principal use of is:
  - Transportation of high explosives, such as nitro-glycerine, dynamite and/or any other similar explosive;
  - The bulk transportation of any flammable liquid (the use of a tank truck for the transportation of fuel oil is not excluded);
  - Transportation of chemicals or gases in liquid, compressed and/or gaseous form;
  - The carrying of passengers for hire.

### **Article 13** **Reporting an insured event**

The Insured Person or the Beneficiary will report an insured event to the Policyholder using an online form available on the website [www.arval.cz](http://www.arval.cz) The Policyholder will subsequently report the insured event via appointed claims handler.

### **Article 14** **Costs of averting or minimising damage**

1. The Insurer will reimburse efficiently incurred costs of averting or minimising damage which the Policyholder, Insured or other person:
  - a) incurred in order to avert an imminent insured event;
  - b) incurred in order to mitigate the consequences of an insured event which has already occurred;
  - c) was obliged to incur due to hygienic, environmental or safety reasons in removing property or its remains damaged as a consequence of an insured event including compensation for damage caused to the Policyholder or the Insured Person during this activity.
2. The Insurer will reimburse the proven costs of averting or minimising damage up to:
  - a) 0.1% of the agreed insurance limit in case of a liability insurance;
  - b) 5% of the value of the vehicle determined by the Policyholder and contained in the insurance contract in case of a property insurance;
  - c) 30% of the agreed insurance limit in case of a liability insurance or of the value of the vehicle determined by the Policyholder and contained in the insurance contract in case of a property insurance, if costs of averting or minimising damage incurred in order to safeguard human life or health are concerned.
3. The limitation in accordance with Article 14(2) hereof will not apply if the Policyholder, the Insured Person or other person incurs costs for averting or minimising damage with the Insurer's consent, although such person is not otherwise obliged to incur such costs.
4. Standard vehicle towing or rescuing costs are not deemed to mean costs of averting or minimising damage pursuant to this Article.



## **Article 15**

### **Subrogation rights of the Insurer**

1. If in connection with an imminent or actually occurred insured event a person entitled to the payment of insurance benefits, the Insured Person, or a person that incurred costs of averting or minimising damage becomes entitled to compensation for loss from a third party or has any other similar right, such receivable including appurtenances, security and other rights associated therewith will pass onto the Insurer on the insurance benefits payment date up to the amount of the insurance benefits that the Insurer paid to the Beneficiary. This does not apply if such entitlement arises towards persons who share a household with the entitled person or who are dependent on the entitled person's support, unless such a person caused the insured event intentionally.
2. The person whose right has passed onto the Insurer will provide the Insurer with necessary documents with all required information to assert the claim. If this person prevents the transfer of this right to the Insurer, the Insurer is authorised to reduce the paid insurance benefits by the amount that the Insurer could otherwise obtain. If the Insurer has already paid any insurance benefit, the Insurer is entitled to compensation of up to this amount.

## **Article 16**

### **Delivery of Documentation**

1. Unless otherwise agreed, documents may be delivered:
  - a) upon handover and acceptance in the case of personal delivery;
  - b) by a postal service provider or an employee of the Insurer or any other person authorised by the Insurer to the address stated in the insurance contract or to the last address known to the Insurer;
  - c) via a databox;
  - d) by means of an electronic message provided with a guaranteed sender's electronic signature or via the Insurer's web-based application.
2. The Insurer's document delivered personally will be deemed delivered upon its takeover by the addressee.
3. The Insurer's document sent to the addressee by the postal service as registered mail or ordinary mail will be deemed delivered:
  - a) on the third business day after dispatching the mail or, if the document was sent to an address in another state, on the fifteenth business day after the dispatching;
  - b) on the date when the addressee refuses to accept the mail;
  - c) on the date when the mail is returned as undeliverable (e.g. if the addressee cannot be identified at the address to which the mail was sent, if the addressee did not mark his/her name and surname on the mail box or if the addressee has changed his/her place of residence and it is impossible to deliver the mail);
  - d) on the last day of the depositing period, if the addressee was not found and the Insurer's document was deposited by the deliverer at a post office;
  - e) on the date when the delivery of the mail is intentionally prevented.
4. Documents delivered via a databox will be deemed delivered upon the signing in by a person who, in accordance with their authorisation, is permitted to access the document.

5. The Insurer may use the Policyholder's or the Insured Person's place of residence or registered office specified for the insurance contract in all previously concluded insurance contracts. The Insurer will be also authorised to change these details stated in the insurance contract using details stated in the insurance that was concluded at a later time.
6. The parties will inform each other without undue delay of all facts important for the delivery of documentation. These changes will become effective vis-à-vis the other party when communicated to the other party.

#### **Article 17**

##### **Form of legal actions**

1. All legal actions concerning insurance including any purposes for change or termination of the insurance including any unilateral action to terminate the insurance contract must be made in writing.
2. The notice of an insured event and other documentation may also be made by telephone, via the Insurer's web-based application or by e-mail.

#### **Article 18**

##### **Governing law and jurisdiction**

The insurance is governed by Czech law and any disputes will be settled by Czech courts unless otherwise stipulated by binding legal regulations.

#### **Article 19**

##### **Data Protection / Personal Data Registration**

###### **DATA PROTECTION / PERSONAL DATA REGISTRATION**

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

###### **Greenval Insurance DAC**

The Anchorage, 17-19 Sir John Rogersons Quay,  
Dublin 2, D02 DT18, Ireland  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

The insurer is entitled to approach the Arval CZ S.R.O - the administrator of Greenval Insurance DAC in Czech Republic or the claims handler; ACC (Arval Competence Center) (Slovakia), Inservis (Czech Republic) in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The website of Arval CZ S.R.O and a copy of its data protection notice can be found at [WWW.ARVAL.CZ](http://WWW.ARVAL.CZ)



**GREENVAL INSURANCE**  
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## **SUPPLEMENTARY TERMS AND CONDITIONS OF VEHICLE INSURANCE**

### **DRIVER/PASSENGER ACCIDENT INSURANCE (DPPG-P)**



## **Article 1** **Introductory Provisions**

1. These Greenval terms and conditions of Driver/Passenger Accident (“**DPPG-P**”) are supplementary to the Greenval General terms and conditions of vehicle insurance – General Provisions (“**VPPG**”) and regulate the terms and conditions of insurance for:
  - a) death caused by injury;
  - b) permanent consequences of an injury;
  - c) injury treatment;
  - d) hospitalisation due to an injury,
  - e) or, other circumstances specified in the insurance contract.
2. The Driver/Passenger Accident insurance applies to drivers and co-passengers and can be concluded only for all seated persons in double-track vehicles with the exception of the following vehicles:
  - a) vehicles within airport sites except for zones allowing free public vehicular entrance and except for public transport vehicles which enter the site only temporarily to transport persons to locations within the site;
  - b) rail or air-cushion vehicles;
  - c) vehicles not intended for ground operation;
  - d) buses with 10 and more seats, omnibuses or trams;
  - e) public emergency service vehicles;
  - f) vehicles specially modified or adapted to military use;
  - g) vehicles that are primarily used for:
    - transport of strong explosives such as nitroglycerine, dynamite and/or any other similar explosives;
    - bulk transport of any flammable liquids (without ruling out the use of road tankers for the transport of fuel oil);
    - transport of chemicals and gases in liquid, pressured and/or gaseous form;
    - paid passenger transport based on a contract;
    - short-term rental with the exception of replacement vehicles;
    - Contractor’s Plant & Equipment not on a public highway.
3. The insurance is governed by the VPPG and these DPPG-P conditions; should discrepancies occur, the provisions of these DPPG-P should prevail over the provisions of the VPPG. Unless otherwise stipulated in these DPPG-P, the terms used herein should be interpreted in accordance with the definitions set out in Article 2 of the VPPG.



Provisions of Act no. 89/2012 Sb., the Civil Code, as amended (“**Civil Code**”) apply *mutatis mutandis* to matters that are not regulated in these DPPG-P.

4. The Driver/Passenger Accident insurance will be concluded as agreed-sum insurance. This means that an amount agreed upon in the insurance contract will be paid as insurance benefits.

## **Article 2**

### **Obligations of the Policyholder, the Insured Person and the Beneficiary**

1. The Policyholder is obligated in particular to provide true and complete answers to all the Insurer’s questions when concluding the insurance and inform the Insurer without undue delay of all changes concerning the insurance; if, on the basis of false, unsubstantiated or incomplete information, the prescribed insurance premium amount is lower than the insurance premium that the Insurer would determine if the Insurer knew all the facts, the Insurer is entitled to payment of the difference between the amounts from the commencement of the insurance.
2. The Policyholder and the Insured Person are obligated in particular to prevent the occurrence of an insured event and to take all necessary and reasonable steps to avert an insured event.
3. If an insured event occurs, the Policyholder, the Insured Person and the Beneficiary or a person exercising the right to insurance benefits, are obligated in particular:
  - a) to take all possible measures preventing any extension of the scope of loss;
  - b) to ensure that damages can be claimed from a third party;
  - c) to inform the Insurer that the Policyholder (the Insured Person) has concluded another insurance for the same subject matter, against the same insured risk and for the same period of insurance, and to provide the name of insurer and the specification of the insurance limit;
  - d) to inform in writing the Insurer without undue delay of the occurrence of the insured event (i.e. death of the Insured Person, completion of treatment of the Insured Person, stabilisation of the permanent consequences of an injury, acknowledgement of disability or determination of diagnosis), with a description of the facts of the case concerning this event, and to submit accordingly the relevant documents requested by the Insurer and to allow the Insurer to make copies of them and to follow the Insurer’s instructions during investigation of the insured event;
  - e) to provide the Insurer with all information (including details of the Insured Persons’ physician and such physician’s address), documents necessary for the investigation of the insured event and assistance to this end;
  - f) in case of disease or injury to seek medical treatment without undue delay, to undergo the treatment in line with the physician’s instructions, to adhere to the prescribed therapeutic regimen and to avoid any acts that prevent or complicate termination of the hospitalisation period or recovery;
  - g) to submit all original copies of documents in Czech; at the Insurer’s request, documents in foreign languages must be submitted with a certified Czech translation; the costs of the translation will be borne by the person submitting such documents;



- h) to return to the Insurer, within the time-limit specified by it in the Insurer's request, any insurance benefits paid without entitlement to it.

### **Article 3**

#### **Insured event**

1. An insured event under the Driver/Passenger Accident insurance means the circumstances set out in Article 1(1) of the DPPG-P.
2. Insurance benefits constitute
  - a) lump-sum insurance benefits in case of death and permanent consequences of an injury; and
  - b) daily compensation in case of an injury treatment and hospitalisation.

### **Article 4**

#### **Investigation of an insured event, entitlement to insurance benefits**

1. The Insurer shall pay insurance benefits under the terms set out in these DPPG-P, depending on the particular extent of insurance under the insurance contract, provided that the person exercising the right to insurance benefits proves and the Insurer's investigation confirms that it is an accidental event covered by insurance, i.e. that the Insurer is obligated to pay the insurance benefits and that the extent of the Insurer's obligation is ascertained.
2. An investigation of an insured event cannot be concluded if the Policyholder, the Insured Person, the Beneficiary or a person exercising the right to insurance benefits fails to duly fulfil its obligations relating to the investigation of such an event, including the obligation to provide all information, documents and other assistance for establishing the Insured Person's state of health. In addition, such investigation cannot be settled until the final and conclusive closure of any criminal proceedings concerning the insured event, including cases where the Insurer could become entitled to a reduction or refusal of the insurance benefits on the basis of a decision made in such proceedings due to a criminal offence committed by any person.
3. Entitlement to insurance benefits is vested in the Beneficiary and upon the Insured Person's death in the contingent beneficiary or several contingent beneficiaries, as appropriate. The Insured Person is entitled to receive insurance benefits for permanent consequences of an injury, daily compensation for the injury treatment period, and daily compensation for hospitalisation due to an injury. The contingent beneficiary will be determined in accordance with Section 2831 of the Civil Code.

### **Article 5**

#### **Insurance benefits, Valuation tables**

1. The Insurer will not pay any insurance benefits for an injury occurring before the stipulated insurance commencement date or an injury which occurred in direct connection with bodily harm suffered before the insurance commencement date.
2. The Insurer pays insurance benefits as daily compensation until the insurance expiry date at the latest, even if treatment will continue.
3. The Insurer determines the insurance benefit amounts for death, permanent consequences of an injury and the daily compensations for injury treatment and hospitalisation in accordance with the agreed insurance limit (see the options set out

in Annex No. 1 hereto), the principles set out in these DPPG-P and the Insurer's Valuation tables valid as at the date when the insured event is reported.

4. The Valuation tables valid as of the date of the conclusion of the insurance contract form Annex No. 1 to these DPPG-P.

## **Article 6**

### **Insurance benefits for death caused by an injury**

1. If an injury causes death to the Insured Person during the term of the insurance and the death occurs within three years from the injury, the Insurer will pay insurance benefits at the insurance payment limit for death caused by an injury agreed upon in the insurance contract to the person or persons, as appropriate, set out in Article 4 (3) of these DPPG-P.
2. However, if the Insured Person dies during the period set out in Article 6 (1) of these DPPG-P as a consequence of such injury, the Insurer is obligated to pay the contingent beneficiary insurance benefits, limited to any difference between the insurance limit applicable to death caused by an injury and insurance benefits already paid to the Beneficiary for permanent consequences of an injury.

## **Article 7**

### **Insurance benefits for permanent consequences of an injury**

1. If an injury causes permanent consequences to the Insured Person, the Insurer is obligated to pay insurance benefits after the stabilisation of the permanent consequences in the amount corresponding to the percentage calculated in accordance with the Valuation tables; if these consequences have not stabilised after three years from the date of accident, the Insurer is obligated to pay percentage proportional part of the insurance benefits calculated in accordance with the Valuation tables corresponding with the percentage of the extent of permanent consequences at the end of this period determined in accordance with the applicable legal regulation.
1. If the Insurer cannot pay insurance benefits in accordance with Article 7 (1) of these DPPG-P because the consequences of the injury are still not stabilised, then after one year from the date of the accident, the Insurer is obligated to pay the contingent beneficiary a reasonable advance at the contingent beneficiary's request only if the contingent beneficiary proves with a medical report that at least part of the consequences at the minimum extent set out in the Valuation tables for the rise of the Insurer's obligation to pay insurance benefits is already permanent.
2. In cases of permanent consequences related to an injury caused to a bodily part or organ whose function was reduced already before the injury, the percentage corresponding to the original injury must be deducted from the percentage corresponding to the permanent consequences.
3. If the consequences of one or several injuries relate to the same limb, organ or parts thereof, the Insurer will evaluate them as a whole.
4. If before the payment of insurance benefits for permanent consequences the Insured Person dies but not as a consequence of such an injury, the Insurer will pay the Insured



Person's heirs an amount in the extent of the permanent consequences of the injury determined before the Insured Person's death.

5. For permanent consequences of an injury caused by one accident and affecting more body parts or sensory organs, the Insurer is obligated to pay the sum of the insurance benefits calculated in accordance with the Valuation tables, however, not more than 100% of the applicable insurance limit.

## **Article 8**

### **Insurance benefits as daily compensation for the injury treatment period**

1. Entitlement to daily compensation can be made conditional upon a minimum treatment period by the insurance contract.
2. The number of days for which the Insurer is obligated to pay daily compensation will be determined from the date when the injury treatment commences until the end of the treatment of the consequences of an injury, however, not more than for 365 days of injury treatment.
3. If during the injury treatment period the Insured Person suffers another injury for which the Insurer is obligated to pay daily compensation, the maximum number of days for which the Insurer will pay daily compensation will be determined as the sum of the days during which the treatment of all injuries lasts; the limitation set out in this Article 8 (2) applies. The period for which the treatments of both these injuries overlap will be included in the calculation only once, in accordance with the conditions agreed upon in the insurance contract as at the date when the first injury occurs.
4. If the Insured Person suffers multiple injuries in one accident, the number of days for which the Insurer is obligated to pay daily compensation will be determined according to the bodily harm to which the highest number of days is allocated.
5. The payment of insurance benefits is determined on the basis of the injury treatment period proven by a medical certificate. The time during which the Insured Person underwent occasional follow-up medical checks or rehabilitation which was focused only on alleviating their subjective complaints is not included in the treatment period.
6. If the injury treatment period exceeds three months, an adequate advance for the insurance benefits may be paid to the Insured Person on the basis of the Insured person's written request, however, such an advance may be paid only once during the injury treatment.
7. If the insurance benefits were already paid, the Insurer is authorised, depending on the circumstances of the case, to claim a return of part of them, if the Insured Person violated the therapeutic regimen during the injury treatment period.

## **Article 9**

### **Insurance benefits as daily compensation for hospitalisation**

1. Entitlement to daily compensation for hospitalisation arises if it is due to an injury occurring during the insurance term.
2. An insured event occurs upon the admission of the Insured Person to hospitalisation and lasts for the period of hospitalisation.
3. One insured event means a continuous hospitalisation of the Insured Person, regardless of any change in the diagnosis during the hospitalisation. If on the day following release from the hospital the Insured Person is admitted to hospitalisation for the same reason, the hospitalisation is deemed to be uninterrupted.
4. This Insurance covers insured events occurring during the term of insurance in all countries of the Green Card system: Austria, Albania, Andorra, Belgium, Bulgaria, Czech Republic, Bosnia & Herzegovina, Switzerland, Cyprus (excluding Northern Cyprus), Denmark, Estonia, Finland, France, Croatia, Italy, Ireland, Iceland, Lichtenstein, Lithuania, Latvia, Luxembourg, Hungary, Malta, Germany, Netherlands, Norway, Poland, Portugal, Romania, Greece, Slovakia, Slovenia, Great Britain, Spain, Sweden, North Macedonia, Montenegro, Moldova, Serbia & Turkey.

The excluded countries include Iran, Belarus, Ukraine, Kosovo, Northern Cyprus, Morocco, Tunisia, Israel, Russia and Azerbaijan.

5. The Insurer will pay insurance benefits in an amount of the agreed daily compensation for each day of hospitalisation. The number of days of hospitalisation is determined by the number of midnights spent in the hospital.
6. From a single insured event the Insurer will pay insurance benefits for not more than 365 days of hospitalisation.
7. Hospitalisation starting before the commencement of the insurance is not regarded as an insured event.
8. There is no entitlement for the payment of insurance benefits for days when the Insured Person did not stay in the hospital (such as home treatment during weekends).
9. In determining the amount of the insurance benefits the Insurer relies on the release report filed by the attending physician in the hospitalisation notice form, giving precise details of the diagnosis, hospitalisation period and other documents the Insurer deems necessary for investigating the insured event.



10. The Insurer will pay the insurance benefits after the hospitalisation in arrears, from the first day of hospitalisation. If the Insured Person's long-term hospitalisation continues for more than 30 days, the Insurer will pay the Insured Person an advance for the insurance benefits payment on the basis of the Insured Person's request. This request must include a report filed by the attending physician in the hospitalisation notice form and giving precise details of the diagnosis and the period of hospitalisation which has not ended yet. For a single insured event, the Insurer will pay an advance for the insurance benefits not more than twice.



## **Article 10**

### **Reducing and refusing the payment of insurance benefits**

1. In addition to the cases specified in Article 11 of the VPPG the Insurer may reduce the insurance benefits also if
  - a) the insured event occurs or its consequences are extended in connection with
    - the consumption of alcohol, use of drugs or toxic substances or pharmaceuticals by the Insured Person, while in such case, the insurance benefits may be reduced by up to one half; the Insurer is not entitled to such reduction of the insurance benefits if alcohol or an addictive substance was contained in pharmaceuticals prescribed for the Insured Person by a physician and the Insured Person was not advised by the physician or manufacturer of such pharmaceuticals that while under influence of the pharmaceuticals it is impossible to carry out the activity where the accident occurred as a consequence;
    - breach of the prohibition to cross railway level crossings; the reduction of the insurance benefits amount due to this reason is applicable only to the driver;
    - U-turns or driving on the wrong side of a motorway or a road; the reduction of the insurance benefits amount is applicable only to the driver;
    - breach of the Insured Person's obligation to use a seat belt, which is fixed by the manufacturer to the seat or any other compulsory holding system;
    - failure to comply with the mandatory safety regulations by the Insured Person in carrying out activities during which the accident occurred;
  - b) when the insured event occurs the insured vehicle is used in a more hazardous manner than that specified in the insurance contract;
  - c) a higher number of passengers are transported in the vehicle than that is the number of seats according to the registration card, by one half for each passenger.
2. The Insurer will be authorised to refuse insurance benefits payment under the insurance if the insured event was caused by a fact of which the Insurer was informed only after the occurrence of the insured event or which the Insurer could not find out when concluding the insurance or an amendment thereto due to untruthful or incomplete replies to questions and which would lead to failure to conclude the insurance or to the insurance being concluded under different terms and conditions, if the Insurer had been aware of it at the time when insurance was concluded. The Insurer may further refuse the indemnity if the Insured or the Beneficiary or another person who has acquired the right to the insurance benefits, when exercising the right to the insurance benefits from an individual insurance knowingly states false or grossly distorted material data concerning the scope of the insured event or data related to this event is deliberately concealed.
3. The Insurer is authorised to refuse payment of the insurance benefits if the Insured Person's accident occurred in connection with an act for which the Insured Person was convicted of committing a criminal offence or in connection with which the Insured Person deliberately harmed his/her health.



4. If due to the breach of obligations of the Policyholder, the Insured Person or other person exercising the right to insurance benefits, the Insurer incurs damage or if the Insurer incurs unnecessary costs (such as judicial proceedings costs), the Insurer is entitled to adequate compensation from a person that caused such damage or costs.

## **Article 11**

### **Other insurance termination cases**

1. In addition to the cases set out in Article 6 of the VPPG the insurance terminates by the delivery of written notice of refusal to pay insurance benefits under the insurance contract by the Insurer to the Policyholder in accordance with Article 10 (2) or (3) of these DPPG-P.
2. If insurance for the case of death caused by injury was concluded the reason set out in Article 6 (j) of the VPPG is not a reason for termination of insurance.

## **Article 12**

### **Exclusions**

1. The Insurer will not pay any insurance benefits besides the general exclusions stated in Article 12 of the VPPG also in the case of insured events occurring:
  - a) due to suicide, suicidal attempt or deliberate self-harm;
  - b) if the Insured Person did not properly observe the therapeutic regimen prescribed by the physician during the entire period prescribed by the attending physician;
  - c) due to diagnostic, life-saving, therapeutic, cosmetic and preventive medical treatment;
  - d) during cosmetic operations, or treatment carried out as a consequence of an injury, that are not necessary from the medical point of view;
  - e) in connection with the development and deterioration of a disease as a consequence of an injury; this exclusion does not apply to an insured event represented by permanent consequences of an injury which occurred during the insurance term;
  - f) in connection with the development and deterioration of hernia, cancer of all kinds and origins, varicose ulcers, diabetic gangrenes, aseptic inflammations of tendon sheaths and bursas, epicondylitis, spinal disc herniation, spinal disc syndromes and other spinal diseases (diagnoses M40 to M54 according to the international disease classification), ictus and retinal detachment;
  - g) in connection with health harm relating to consciousness disorder (epileptic fit, diabetes, brain stroke, heart attack, neurovegetative asthenia etc.);
  - h) in connection with an infectious disease including a disease transmitted by an injury;
  - i) in connection with a working injury and occupational diseases;
  - j) due to death or harm caused to health due to the effect of microbial poisons and immunotoxic substances;



- k) if during the transport by a vehicle the Insured Person is placed in a space other than the space dedicated to passenger transport.
2. The Insurer will not pay any insurance benefits in the form of daily compensation for a period of necessary injury treatment and daily compensation for hospitalisation for the following types of stay:
- a) therapeutic stays in spa facilities, sanatoriums and rehabilitation centres, except where a stay in these facilities is a necessary part of the injury treatment and the Insurer gives its prior written consent with such stay;
  - b) placement of the Insured Person in clinics, and other specialised medical facilities, special facilities for children and the stay of the Insured Person in social care institutions;
  - c) placement in an inpatient unit of a medical or other similar facility only in connection with the necessary nursing care;
  - d) placement in an inpatient unit of prison hospitals in the case of persons serving a sentence;
  - e) stay in a hospital in the case of treatment with a short stay in hospital (daytime or night time outpatient treatment).



**Annex No. 1 to the DPPG-P  
(Insurance limits and the Valuation tables)**

<b>Insurance limits</b>				
Options	1.	2.	3.	4.
Death	150,000 CZK	250,000 CZK	500,000 CZK	1,000,000 CZK
Permanent consequences of injury	300,000 CZK	500,000 CZK	1,000,000 CZK	2,000,000 CZK



Valuation tables	
Body parts or sensory organs affected by the permanent consequences:	Percentage of the insurance limit payable as insurance benefits for the permanent consequence of injury for complete loss or complete incapacity of the respective body part or sensory organ:
Arm	70 %
Arm above the elbow joint	65 %
Arm below the elbow joint	60 %
Hand	55 %
Both arms or hands	100%
Thumbs	20 %
Index finger	10 %
Other finger	5 %
Leg above the middle of the thigh	70 %
Leg up to the middle of the thigh	60 %
Leg up to below the knee	50 %
Leg up to the middle of the lower leg	45 %
Foot	40 %
Large toe	5 %
Other toe	2 %
Back/spinal cord (minor consequences)	10-25 %
Back/spinal cord (medium consequences)	25-40 %
Back/spinal cord (severe consequences)	40-80 %
Brain function (minor consequences)	25 %
Brain function (medium consequences)	50 %
Brain function (severe consequences)	100 %
Eye	50 %
Both eyes (complete loss of sight)	100 %
Hearing in one ear	30 %
Sense of smell	10 %
Taste	5 %
Burns (2 <sup>nd</sup> / 3 <sup>d</sup> degree) - More than 30% of the body	50 %



Burns (2 <sup>nd</sup> / 3 <sup>d</sup> degree) - Between 15% and 30% of the body		25 %
Burns (2 <sup>nd</sup> / 3 <sup>d</sup> degree) - Between 5% and 15% of the body		15 %
Burns (2 <sup>nd</sup> / 3 <sup>d</sup> degree) - Less than 5% of the body		5 %
<b>Open fractures (these injuries are deemed to have permanent consequence in each case):</b>		
Multiple body parts, including back and/or skull		100 %
Multiple body parts, excluding back and skull		50 %
Single body part, impairing mobility		25 %
Single body part		15 %
<p>The amount of the insurance benefits payable for the permanent consequence of injury resulting in partial loss or partial functional impairment of the respective body part or sensory organ shall be determined as a portion of the insurance benefits that would be payable for complete loss or complete incapacity of the respective body part or sensory organ corresponding with the extent of the partial loss or partial functional impairment.</p>		
<p>For the body parts or sensory organs not expressly mentioned in these Valuation tables, the percentage of the insurance limit for the permanent consequence of injury payable as insurance benefits for loss or complete incapacity of the respective body part or sensory organ depends on the extent to which the overall normal and mental performance is affected in the long term. The criterion is an average person of the same age and sex.</p>		
<p>The assessment hereunder will be made exclusively on the basis of the medical reports.</p>		
<b>Amount of daily compensation</b>	<b>Option A (applicable only in conjunction with the option No. 1 and 2 stipulated above in the table "Insurance limits" with respect to the limits for the insurance benefits payable in case of death and permanent consequence of injury)</b>	<b>Option B (applicable only in conjunction with the option No. 3 and 4 stipulated above in the table "Insurance limits" with respect to the limits for the insurance benefits payable in case of death and permanent consequence of injury)</b>
Injury treatment (maximum 365 days)	200 CZK/Day	200 CZK/Day
Hospitalisation (maximum 365 days)	200 CZK/Day	200 CZK/Day



## Article 13

### Data Protection / Personal Data Registration

#### DATA PROTECTION / PERSONAL DATA REGISTRATION

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

**Greenval Insurance DAC**

The Anchorage, 17-19 Sir John Rogersons Quay,  
Dublin 2, D02 DT18, Ireland  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)

The insurer is entitled to approach the Arval CZ S.R.O - the administrator of Greenval Insurance DAC in Czech Republic or the claims handler; ACC (Arval Competence Center) (Slovakia), Inservis (Czech Republic) in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The website of Arval CZ S.R.O and a copy of its data protection notice can be found at [WWW.ARVAL.CZ](http://WWW.ARVAL.CZ)

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<https://www.greenval-insurance.com/greenval-data-protection-notice>



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

**SUPPLEMENTARY TERMS AND CONDITIONS OF  
VEHICLE INSURANCE  
LUGGAGE INSURANCE (VPPG-L)**

## Article 1

### Introductory provisions

These Greenval terms and conditions of luggage insurance (“**DPPG-L**”) are supplementary to the Greenval General terms and conditions of vehicle insurance – General Provisions (“**VPPG**”) and take effect on 1<sup>st</sup> January 2023.

## Article 2

### Subject of insurance, insured risks, territory covered

1. The subject of the insurance are luggage and items of personal use transported in the insured vehicle (“**luggage**”). Also luggage transported in a locked roof box is subject of the insurance provided that the connection between the roof box and the roof rack and simultaneously also between the roof rack and the vehicle is solid and locked. As regards motorcycles, tricycles and quadricycles, the subject of the insurance is luggage placed in a locked space under the seat or in a locked additional box provided that its connection to the vehicle is solid and locked. The roof box and additional box must not be, even in part, made of any textiles or other non-solid material.
2. The subject of insurance is insurance for insured risks of accidents, natural events, theft, vandalism and loss.  
Loss means a situation where a natural person in connection with a road traffic accident demonstrably lost the ability to take care of the insured luggage. Definitions of accident, natural event, theft and vandalism are defined in Article 2 of VPPG and shall be used similarly.
3. This Insurance covers insured events occurring during the term of insurance in all countries of the Green Card system: Austria, Albania, Andorra, Belgium, Bulgaria, Czech Republic, Bosnia & Herzegovina, Switzerland, Cyprus (excluding Northern Cyprus), Denmark, Estonia, Finland, France, Croatia, Italy, Ireland, Iceland, Lichtenstein, Lithuania, Latvia, Luxembourg, Hungary, Malta, Germany, Netherlands, Norway, Poland, Portugal, Romania, Greece, Slovakia, Slovenia, Great Britain, Spain, Sweden, North Macedonia, Montenegro, Moldova, Serbia & Turkey.

The excluded countries include Iran, Belarus, Ukraine, Kosovo, Northern Cyprus, Morocco, Tunisia, Israel, Russia and Azerbaijan.

## Article 3

### Exclusions from insurance

1. The luggage insurance cannot be concluded for trailers.
2. Roof box, additional box, roof rack and bike rack at the fifth door or on the towing device are not considered as luggage, but as special equipment of the vehicle.
3. In addition to the general exclusions from insurance as stated in Article 12 of the VPPG, this insurance does not apply to:
  - a) money, valuables, securities, cheque, bills of exchange, passbooks, payment cards, tickets, travel tickets, air tickets, etc.,
  - b) personal documents,



- c) jewellery, pearls, precious metals including articles made from them, precious stones and semi-precious stones,
- d) works of art, antiques, things of historical, collectable and cultural value,
- e) fur clothing uppers,
- f) electronic devices of all kinds incl. audio and video devices, cameras, mobile phones, computers other than laptops and netbooks transported in the luggage compartment of the vehicle, if not stipulated otherwise in the insurance contract,
- g) audio, video and data recording mediums incl. records on them,
- h) plans, documentation and other written documents,
- i) tools, instruments, apparatus; accessories, equipment and vehicle spare parts,
- j) animals,
- k) weapons, munition, their accessories or parts,
- l) goods intended for resale, if not stipulated otherwise in the insurance contract,
- m) things used for the performance of a profession other than laptops and netbooks, if not stipulated otherwise in the insurance contract,
- n) things used for business activities, if not stipulated otherwise in the insurance contract,
- o) damage caused by their incorrect storage.

Exclusions under letters e) and f) apply to theft only.

- 4. The insurance cover applies only to the period when the luggage is transported by a vehicle, i.e. during the journey from the departure from the usual location of the vehicle until its return.

#### **Article 4 Deductibles**

This insurance is concluded with a deductible of 10 %.

#### **Article 5 Insurance limit, insurance benefits**

- 1. If the luggage is:
  - a) damaged or destructed in an accident, we will pay to the insured person an insurance benefit in the amount of costs of repair of the damaged luggage or costs of purchasing newly destroyed luggage;
  - b) damaged or destructed due to a natural event/disaster, we will pay to the insured person an insurance benefit in the amount of costs of repair of the damaged luggage or costs of purchasing newly destroyed luggage;
  - c) Stolen or taken without owner's permission, we will pay to the insured person an insurance benefit in the amount of costs of purchasing new luggage;
  - d) damaged or destructed by a demonstrably intentional act of another, we will pay to the insured person an insurance benefit in the amount of costs of repair of the damaged luggage or costs of purchasing new destroyed luggage;
  - e) lost in connection with a road traffic accident in which the ability to take care of such luggage was demonstrably lost, we will pay to the insured person an insurance benefit in the amount of costs of purchasing new luggage.
- 2. The insurance limit is the upper limit of the insurance benefits by the insurer for one insured event. The policyholder chooses the insurance limit in the insurance contract. The amount of insurance benefits in respect of an insured luggage is simultaneously limited by



reasonable costs of its repair, however, up to the amount of the usual price of the luggage at the time of the insured event. In case of an insurance risk of theft or loss, the amount of the insurance benefits is simultaneously limited by the usual price of the luggage at the time of the insured event. In case of failure to prove the amount of the claimed benefits, the insurer provides the insurance benefits in the amount of so-called undisputed price of the luggage. The insurance limit is CZK 30 000, unless agreed otherwise.

3. The insurer will refuse to pay if it becomes apparent that the insured luggage had already been damaged at the conclusion of the luggage insurance. If he finds out after the payment of the insurance benefits, he is entitled to demand the return of the insurance benefits and the insured is obliged to return the insurance benefits to the insurer immediately.
4. The insurer requires steps under VPPG if the insured event arose from the insured risk of theft, vandalism or loss.
5. The insurer provides the insurance benefits in case of an insured event from the insured risk of theft and loss only if the insured event was investigated by the police, its investigation is terminated, the stolen luggage has not been found and a police protocol is presented to the insurer. Proof of ownership or acquisition of the luggage is the condition for the payment of the insurance benefits. In case of theft, proving that the offender has forcibly overcome an obstacle protecting the luggage is also the condition for the payment of the insurance benefits.
6. The insurer provides the insurance benefits in case of an insured event from the insured risk of accident, natural event and vandalism only if the insurer is allowed inspection of the damaged luggage. There are exceptions to this provision in cases when the special nature of the natural event (e.g. flood, fire) taking into account the specific insured event objectively does not allow such inspection.
7. The insurance benefits are provided by the insurer in accordance with VPPG, however, up to the insurance limit maximum.

## **Article 6**

### **Data Protection / Personal Data Registration**

#### **DATA PROTECTION / PERSONAL DATA REGISTRATION**

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is attached to this policy. A copy is also available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

**Greenval Insurance DAC**

The Anchorage, 17-19 Sir John Rogersons Quay,  
Dublin 2, D02 DT18, Ireland  
[Privacy@greenval-insurance.ie](mailto:Privacy@greenval-insurance.ie)



**GREENVAL INSURANCE**  
BNP PARIBAS GROUP

The insurer is entitled to approach the Arval CZ S.R.O - the administrator of Greenval Insurance DAC in Czech Republic or the claims handler; ACC (Arval Competence Center) (Slovakia), Inservis (Czech Republic) in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The website of Arval CZ S.R.O and a copy of its data protection notice can be found at [WWW.ARVAL.CZ](http://WWW.ARVAL.CZ)

You can access the Greenval Data Subjects Rights Privacy Form on our website at the following link:

<https://www.greenval-insurance.com/greenval-data-protection-notice>