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## Pre-contract information related to comprehensive motor vehicle insurance for vehicles registered under PIMV-V-1/2014

Applies to insurance provided in accordance with the General Insurance Conditions for insurance of vehicles under VPPMV-V-1/2014 (hereinafter referred to as „VPP conditions“). Pursuant to applicable regulations we hereby provide you with the following information, which you receive as a party interested in concluding an insurance policy:

### Insurer

Česká pojišťovna a.s., with the Registered Office at Spálená 75/16, 113 04 Prague 1, Czech Republic, Company Reg. No. 45272956, providing insurance, reinsurance and related services, incorporated in the Commercial Register of the Municipal Court in Prague, Section B, File 1464 (hereinafter referred to as the „Insurer“). Customer Service of Česká pojišťovna telephone: 841 114 114 - use of the line is charged according to the actual price list of the provider. Data box: v93dkf5. Current contact information can be found at [www.ceskapojistovna.cz](http://www.ceskapojistovna.cz).

The report on the solvency and financial position of the Insurer is available at: <http://www.ceskapojistovna.cz/vyrocnizpravy>.

### Information on the Insurance Policy

The Insurance Policy shall be governed by the laws of the Czech Republic.

If the insurance offer is made via remote communication means the Insurance Policy shall be deemed concluded when the first premium is paid and if the Insurance Policy in question concerns motor damage insurance there is an extra condition to meet before the insurance contract may be concluded based on an inspection executed by an authorized employee of the Insurer. If the insurance offer or entering into the insurance policy is not made via remote communication refers to the insurance policy is deemed to be concluded when both contractual Parties have signed the contract.

The Czech language shall be used for executing the Insurance Policy and communication between the Parties. Each concluded Insurance Policy is stored in the Insurer's archive. The Policyholder is entitled to request a copy of the Insurance Policy from Customer Service of the Insurer, telephone: 841 114 114.

If any data or facts stated in the Insurance Policy are not correct or do not correspond to the agreed scope of the insurance, contact us in writing at the Insurer's address: P.O.BOX 305, 601 00 Brno, or by phone on 841 114 114.

### Duration of the insurance

As long as the insurance is effective the Insurer provides insurance cover (i.e. provides the insurance benefit if an insured event occurs) and the Policyholder is obliged to pay the premium.

The duration of the insurance (the insured period) is always specified in the insurance policy. The Insurance is agreed for a definite or indefinite period of time. If an insurance policy for a definite period of time is agreed, the period is specified by giving a concrete date, the longest period of insurance may be one year and the shortest 14 days. If the insurance is agreed for an indefinite period of time, it shall be effective until it becomes invalid (for the reasons for the termination of the insurance see below)

### The characteristics and scope of the insurance, ways to determine the sum of the insurance benefit, exclusions

#### 1. MOTOR THIRD PARTY LIABILITY INSURANCE

##### 1.1. The scope of the insurance, the sum of the insurance benefit, the insurance claims limit

The insurance covers damage caused by the operation of a vehicle and thus protects the Insured from adverse financial consequences. The Insurer shall refund the injured party for damage to health or death, for damage resulting from damaging, destroying or losing a thing, the loss of profits and costs related to legal representation, at least to the extent specified in the applicable provisions of Act No. 168/1999 Coll., on motor third party liability insurance, as amended, (hereinafter referred to as ZPOV), whereby such compensation is limited by the insurance benefit limit specified in the insurance policy. The insurance benefit shall be specified in accordance with the General Insurance Conditions and the Insurance Policy.

##### 1.2. Exclusions

Exclusions mean things and risks that are excluded from the insurance cover. Exclusions serve to determine the conditions under which the Insurer shall not provide an insurance benefit.

The Insurer does not cover damages that are listed in Article 7 of the ZPOV. These are especially:

- damage incurred by the driver whose vehicle caused the damage,
- some damages for which the Insured is liable to their spouse or persons living in a common household with them at the time of the loss event, which apply under the conditions specified in the ZPOV,
- damage to the vehicle the operation of which caused the damage as well as damage to things transported by the said vehicle with exceptions as specified in the ZPOV,
- some damages occurring between combinations of vehicles composed of a motor vehicle and a trailer or semi-trailer as well as damage to things transported by these vehicles with exceptions as specified in the ZPOV,
- damage caused by handling the load of a standing vehicle,
- costs resulting from the provision of health care, benefits under sickness insurance (care) or under retirement pension insurance as a result of damage to health or death incurred by the driver of the vehicle that caused the damage,
- damage caused by the operation of a vehicle participating in an organised motorised competition or contest with exceptions as specified in the ZPOV,
- damage caused by the operation of a vehicle participating in an act of terrorism or war if such operation is directly related to this act or event.

##### 1.3. The right of the Insurer to have the sum paid refunded

The Insurer is entitled to request that the Insured refund the paid benefits in such cases as specified in Article 10 of the ZPOV. This especially applies to cases when the Insured:

- causes the damage on purpose,
- violates the basic obligations for traffic on land communications and whereby such a violation is causally related to the damage incurred for which the Insured is liable,
- causes damage by the unauthorized use of the vehicle,
- violates legal obligations in the course of writing a report on the accident and while reporting the accident, as a result of which it is made difficult for the Insurer to investigate it,
- violates legal obligations in the course of reporting a loss event and when communicating data related to the loss event pursuant to Article 8, paragraphs 1, 2, 3 of the ZPOV, as a result of which it is made difficult for the Insurer to investigate it,
- violates their legal obligations in proceedings on compensation for damages concerning the loss event,
- refuses to undertake tests required by a member of the Czech Police for the presence of alcohol, psychedelic or psychotropic substances or medicines that are forbidden for drivers of motor vehicles.

The Insurer is entitled to ask for the refund of the sum paid as an insurance benefit for the damage caused by the operation of the motor vehicle if the cause of such damage is a fact that the Insurer could not have identified at the time the policy was concluded because of a deliberately untrue or incomplete answer, if such a fact was essential for the conclusion of the Insurance Policy.

##### 1.4. POHODA Bez povinností (Without Obligations)

The POHODA Bez povinností (Without Obligations) insurance may be negotiated as supplementary insurance against losses and damages. The insurance period is identical to the period agreed for the liability insurance. If the motor vehicle liability insurance becomes invalid the POHODA Bez povinností (Without Obligations) insurance also becomes invalid. The Insurer shall provide, within the scope and by a method specified in the Insurance Policy and in the VPP conditions, the following insurance benefits:

- towing away the vehicle, as specified in the insurance policy, which is unfit for operation in the event of a traffic accident from the location of the traffic accident to the nearest contractual garage, or to the nearest authorized garage if outside the territory of the Czech Republic, but no further than a distance of 500 km.
- paying incurred costs on the hire of a substitute vehicle for the authorized person,
- providing indemnity equal to the real damage to the vehicle in the event that the vehicle specified in the insurance policy is damaged on the territory of the Czech Republic by the operation of another vehicle.

Exclusions related to the offered insurance are specified in the insurance policy and in Article 23 of the VPP conditions (General Insurance Conditions).

The entitled person may surrender their right to insurance benefits under the POHODA Bez povinností (Without Obligations) insurance only on the basis of written consent provided by the Insurer.

## 2. MOTOR VEHICLE INSURANCE AND INSURANCE FOR TRANSPORTED THINGS

### 2.1. The scope of the insurance, the sum of the insurance benefit, the insurance claims limit:

Based on the variant selected by the client this insurance may cover damages for either an insured thing (vehicle, car windows, luggage) due to an accident, natural disaster, vandalism, theft or unauthorized use of the vehicle, or for financial costs or losses incurred by the insured party as a result of damage to the insured thing (hire, GAP - vehicle amortization). The Insurer shall provide insurance benefits for such damage within the scope and by the method specified in the Insurance Policy and in the General Insurance Conditions, however these benefits are limited by the insurance claims limit agreed upon in the insurance policy after the subtraction of deductibles.

### 2.2. Exclusions

Basic exclusions from the offered insurance whereby the Insurer shall not provide insurance benefits include damage incurred:

- when an obligation is performed by a contractual partner who is liable for the damage under the applicable law,
- due to faults in the construction, faults in the materials or production defects of the insured thing,
- as a result of functional stress, tests, wear and tear, material fatigue or defects, corrosion or other similar causes,
- as a result of incorrect operation or maintenance,
- when the vehicle is driven by a person who is not in possession of the corresponding driving licence,
- when the vehicle is driven by a person under the influence of alcohol, drugs or other psychedelic or addictive substances or under the influence of medicines that are on the list of banned substances for vehicle drivers,
- when the vehicle is driven by a person who refused to comply with the request of a policeman to undertake tests for the presence of alcohol, psychedelic or addictive substances or medicines forbidden for vehicle drivers or by a person who could not refrain from consuming alcoholic drinks or addictive substances after the accident and before the breathalyser or blood test could be carried out.

In addition, the Insurer shall not provide any insurance benefit for indirect damages of all types (e.g. lost income, lost profit, inability to use an insured thing or something of value of special interest or other non-pecuniary losses) and incidental expenses.

Furthermore, the insurance shall not cover damage to the vehicle specified in the Insurance Policy, if it is found at any time after the insurance is concluded that the vehicle was or has been provided with other than the identifying data of the vehicle (VIN) from the manufacturer or other than the official number of the vehicle that is not provided with the VIN or that has been assigned such a number after the original VIN elapsed during the reconstruction of the vehicle.

The insurance shall not cover damage to the vehicle specified in the Insurance Policy, if it is found out at any time after the insurance is concluded that the vehicle was damaged in such a manner that the subsequent repair required a change or modification of a fundamental part of the mechanism or structure of the vehicle and such change or modification is not part of the data entered in the vehicle registration papers.

Other exclusions are specified in the Insurance Policy and in Article 29 of the VPP conditions (General Insurance Conditions).

Special exclusions for individual complementary insurances:

With the „Zavazadla“ (Luggage) insurance and with the „Zavazadla při dopravní nehodě“ (Luggage involved in a traffic accident) insurance the Insurance Company will not provide any indemnity if the damage in question was caused to:

- valid local or foreign bank bills, bank notes and circulating coins, precious metals and objects made thereof, pearls and precious stones,
- securities, duty stamps and other similar documents, e.g. bankbooks and cheque books, bills of exchange and payment cards,
- passports, driving licences, travel tickets, air tickets and other documents and ID cards of all types (nor shall the insurer participate in costs to re-obtain these documents or secure copies thereof),
- other paper documents, plans, business books, registers and drawings,
- things used to perform a profession or gainful activity,
- works of art, works of special cultural or artistic value, collections and items collected by collectors,
- arms, including their accessories and ammunition,
- things improperly loaded or stored (including damage caused by improper attachment),
- audio-visual equipment, including computer technology of all types,
- records on sound, picture, data and similar storage devices,
- animals.

With the „GAP“ insurance and the „GAP Fleet“ insurance the Insurer shall not provide an indemnity for:

- an insured event that does not constitute a claim to an insurance benefits under the primary insurance,
- the sum by which the Insurer reduces the indemnity because of non-conformity to contractual obligations on the part of the Policyholder/Insured,
- costs covered by another insurance or any other financial losses covered from other resources, including the reimbursement of VAT,
- accessories that were not installed on/in the vehicle at the time the insurance policy was concluded,
- accessories and special kits supplied and installed in the vehicle after the initial date of the „GAP“ or „GAP Fleet“ insurance.

With the „Střet se zvířeti“ (Collision with an animal) insurance the Insurer shall not provide any indemnity if the loss event has not been investigated by the Police, if it was not immediately reported to the Assistance Service of the Insurer at phone number (+420) 841 114 114, if the driver left the scene before the arrival of the Police or the Assistance Service at the location of the traffic accident, unless leaving the place was justified for serious reasons, or if they did not immediately return to the place having provided or secured first aid treatment.

The Policyholder, the Insured or any other authorized person may transfer receivable benefits from the Insurer to another party only on the basis of prior written approval from the Insurer.

## 3. ASSISTANCE SERVICE INSURANCE

### 3.1. The scope of the insurance, the sum of the insurance benefit, the insurance claims limit

The assistance service insurance secures assistance in the event of a motor vehicle breakdown, accident, natural event (disaster) or the theft of the vehicle. The assistance service refers to, within the scope of the Insurance Policy and the terms of the insurance, procurement, organisation and reimbursement of services related to the elimination of the consequences of a breakdown, accident, natural event or theft incurred on the insured vehicle.

### 3.2. Exclusions

The Insurer shall not provide an indemnity in cases as specified in Article 29 of the VPP conditions and in the following cases:

- services provided without the approval of the Insurer or their contractual partner,
- assignment of the claim of an authorized person in the form of assistance service, a part thereof or the right to the reimbursement for such service to another party without the Insurer's consent,
- services provided without legal grounds,
- reimbursement for fuel and tolls,
- damage caused by an unapproved accessory or spare part the technical fitness of which had not been approved by the competent authorizing authority,
- an authorized person caused the damage on purpose while attempting suicide,
- services provided in relation to the handling of the cargo with regards to the vehicle (e.g. unloading, loading onto another vehicle, storage).

## 4. ACCIDENT INSURANCE FOR TRANSPORTED PERSONS

### 4.1. The scope of the insurance, the sum of the insurance benefit, the insurance claims limit:

Subject to the variant selected by the client, the Insurer shall provide the Insured with an indemnity for the period required for the necessary treatment of bodily injuries and for the permanent consequences of such injuries, as well as pay an indemnity to the beneficiary under the insurance in the event of the death of the Insured as the consequence of such injuries. The Insurer shall provide insurance benefits within the scope and in a way prescribed in the Insurance Policy, the VPP conditions and valuation tables, up to the insurance benefit limit specified in the Insurance Policy.

### 4.2. Exclusions

1. The insurer shall not provide any indemnity under the accident insurance for transported persons in the event of:

- retinal detachment; occurrence and worsening of hernia, tumours of all kinds and origins, aseptic inflammations of tendon sheaths, muscle tendons, bursae, inflammation of the synovial membrane of the joint (synovitis), inflammatory or post-stress impairment of muscle tendons (epicondylitis), such as tennis elbow; spinal disc herniation and related problems, including pain originating from degenerative changes in the spine (vertebral algic syndromes); psychological damage. The exclusions shall also apply if such problems are caused by an injury,
- infectious disease, even if contracted due to the injury, and an occupational injury or disease, unless they have the nature of an injury under these VPP Conditions,
- consequence of diagnostic, therapeutic and preventive procedures not performed to treat the consequences of an injury,
- deterioration or the outbreak of illness as a result of injury, including deterioration or the outbreak of problems the origin of which lies with the loss of proper cell function, especially as a consequence of age (degenerative changes),
- suicide, attempted suicide or deliberate self-harm,
- injury directly or indirectly related to the effects of the exposure to nuclear energy,
- injury related to the operation of the motor vehicle in the course of car or motorcycle races and during preparation for such races; not even in cases when the Insured participates in such races or preparation for them as a passenger. Preparation is understood to mean any activity of the Insured related to the motor vehicle or motorcycle (e.g. rides on training circuits, in free terrain), including maintenance,
- injury due to or in relation to driving a motor vehicle, for which the Insured had no driving license at the time of occurrence of an insured event,
- injury due to or in relation to the behaviour of the insured under the influence of alcohol, intoxicating or psychotropic substances,

- j) pathological fracture, including fractures resulting from osteoporosis, brittle bone disease or metabolic disorders, fatigue fractures and dislocations of joints due to congenital disorders and conditions. Pathological fracture refers to a fracture in the point where the bone has been damaged by any process (a cyst, tumour, osteoporosis). Osteoporosis refers to a condition in which bones lose volume and become more likely to break, i.e. demineralization of any origin (disorders of metabolism, regular use of medicine, ageing). The fatigue fracture refers to the breaking of a bone without the mechanism of an injury (e.g. as a result of a long walk), The dislocation of a joint due to congenital disorders and conditions (for instance habitual luxation) is understood to refer to dislocation as a result of the innate instability of a joint, for instance because of disproportion between the head and socket of the joint, disease of ligaments or muscles,
  - k) injury that occurs as a result of or in connection with the Insured's ride on a motorcycle, a quad or a similar vehicle, if the ride takes place on private property (i.e. especially off-road); this shall not apply if the Insured demonstrates that they possessed the applicable driving license for driving the respective vehicle.
  - l) due to or in connection with a civil war, war event, military invasion, invasion by a foreign enemy, state of war, declared or undeclared, revolutionary events, coups, terrorist events (i.e. violent acts motivated politically, socially, ideologically or religiously) and international peace-keeping mission, acts of terrorism, including contamination due to an act of terrorism,
  - m) due to or in connection with the Insured's participation on the side of initiators of a civil unrest, national violent unrest and strikes.
2. Moreover, the insurer shall not provide an insurance benefit in the following cases:
- a) injuries incurred by persons transported in places of a motor vehicle not intended for the transport of people (fenders, bonnet etc.),
  - b) injuries during participation in speed racing and during races with high-speed sections (including practice),
  - c) injuries while performing type testing of speed, brakes, rolling and stability of a motor vehicle, distance driven at maximum speed, test runs etc.,
  - d) if the insured loaded or unloaded the cargo, unless stated otherwise in the Insurance Policy,
  - e) transport of persons against payment, unless specified otherwise.

### Information about the premium, fees covered by the premium

The amount of premium for individual insurances, including complementary insurances (if any) is stated in the Insurance Policy.

### The methods and periods for the payment of the premium

The Policyholder undertakes to pay the premium in the Insurance Policy. The Policyholder shall determine the effective period of the insurance, i.e. the period for which they will have to pay the premium. The premium can either be paid in full (single premium payment) or at regular intervals of time (periods of insurance) - monthly, quarterly, bi-annually or annually (the current premium).

The single premium is due when the insurance policy is concluded, at the latest on the first day of the effective period of the insurance, unless agreed otherwise. The current premium is paid during the entire period of the Insurance Policy, unless otherwise specified in the Insurance Policy. The premium is paid in cash or by bank transfer (via payment order, standing order or consent to collect order for another party), by postal order, via direct debit or with a payment card.

The method and periods for the payment of the premium are prescribed in the Insurance Policy.

### Taxes

The revenues from the insurance shall be subject to legal regulations defined by Act No. 586/1992 Coll., on the regulation of income tax, as amended. Insurance benefits provided under the property insurance or under the third party liability insurance are exempt from tax, with some exceptions as specified in the aforementioned law (especially in relation to business activities). Should there be any doubt whether a certain benefit is subject to tax or not, contact your tax adviser.

At this point in time we are not aware of any other taxes the Policyholder may be asked to pay in relation to the insurance concluded with the insurer. Future legal regulations may introduce such obligations.

### Fees, costs

In addition to the agreed premium other fees may be charged for services relating to the insurance. The current rates of these fees are stated in the scale of fees available at [www.ceskapojistovna.cz](http://www.ceskapojistovna.cz) and which you may also obtain at individual branches of the Insurance Company. No additional costs are charged for the use of remote communication means.

### Methods to terminate the insurance policy/insurance

The Insurance shall terminate:

1. upon expiry of the insurance period,
2. due to non-payment of the premium, after the grace period (at least 1 month) determined by the Insurer and stated in the reminder for the outstanding premium or part thereof delivered to the Policyholder expires.
3. by agreement between the Policyholder and the Insurer, which shall contain a description of how the mutual settlement of payables and receivables will be carried out,
4. by a notice of termination from the Insurer or the Policyholder following the termination notice periods specified in the Insurance Policy, the VPP conditions or legal regulations,
5. by withdrawal from the Insurance Policy (see below),
6. by refusing to provide insurance benefits; a right on the part of the Insurer,
  - a) if an insured event was caused by a fact that the Insurer became aware of only after the occurrence of the insured event and which the Insurer could not identify when the policy or an amendment to it was negotiated because the obligation to inform the Insurer truthfully had been violated, and if the knowledge of such a fact would have made the Insurer refrain from concluding the Insurance Policy or change its terms and conditions,
  - b) if the Policyholder, the Insured or the Beneficiary, or any other person instigated by them or acting as their proxy exercises the right to claim benefits under the insurance states untrue or grossly distorted data concerning the scope of the insured event or withholds essential data concerning this event, even if they do so simply through negligence,
7. if the purpose of the insurance ceases to exist, on the day the Insured dies or the Insured entity ceases to exist without any legal successor or because of other reasons as specified in the Insurance Policy, the VPP conditions or legal regulations.

Supplementary insurances (glass insurance, luggage insurance, hire, GAP - vehicle amortization, collision with an animal, assistance service, accident insurance for transported persons, and other insurances that may be specified in the policy) concluded under motor third party liability insurance or under motor damage insurance cease to be effective together with the termination of the primary insurance. If the motor third party liability insurance as well as the motor damage insurance have been concluded the supplementary insurances becomes invalid when the last of the two insurances becomes invalid.

### Conditions and periods with regards to the options for withdrawing from the Insurance Policy

#### 1. General rules for withdrawal

The Policyholder is entitled to withdraw from the policy if the Insurer has violated their obligation to answer completely and truthfully written inquiries from the party interested in the insurance before the policy is concluded or from the Policyholder when an amendment to the policy is being negotiated. The Policyholder may also withdraw from the Insurance Policy if the Insurer has violated their obligation to draw the Policyholder's attention to any discrepancy between the offered insurance and the requirements of the interested party, if this party should have been made aware of such a discrepancy when concluding the Insurance Policy.

If the Policyholder or the Insured violate, on purpose or due to negligence, their obligation to answer truthfully written inquiries from the Insurer concerning facts that are of significance in respect of the Insurer's decision on how to assess a risk insured, and whether to provide insurance against such risk and under what terms, the Insurer may withdraw from the policy if they prove that they would not have concluded the contract if they had been informed truthfully.

The right to withdraw from the contract is forfeited if not exercised by the party concerned within two months from the day they learn or should learn that the obligation as specified in Article 2788 of Act No. 89/2012 Coll., the Civic Code, was violated.

If the Policyholder withdraws from the policy the Insurer shall, within one month from the day the withdrawal becomes effective, refund the premium paid, reduced by insurance benefits that have been paid out; if the Insurer withdraws they are entitled to charge costs related to the inception and administration of the insurance. If the Insurer withdraws from the Insurance Policy and the Policyholder, the Insured or other Beneficiary have already obtained some benefits under the insurance, they shall refund the sum of the benefits paid which exceed the total premium paid.

#### 2. Withdrawing from insurance policies concluded by the Policyholder/Consumer outside business areas

If an Insurance Policy was concluded outside business areas, i.e. outside areas that are normally used for conducting business, the Policyholder who shall be the consumer of such a policy may withdraw from it within 14 days from the conclusion of the contract.

If, at the request of the Policyholder, the inception day for the insurance was set ahead of the date on which the period for withdrawing from the policy ends and such an insurance has already elapsed, the Policyholder cannot withdraw from it. If the Policyholder withdraws from an insurance policy concluded outside business areas in which the inception date precedes the date on which the period for withdrawal ends and such an insurance is still effective, the Insurer may request that they are paid a sum proportional to the scope of the services provided up to the moment of withdrawal, which shall be done on the basis of comparing the portion of provided services to the total scope of services specified in the Insurance Policy.

#### 3. Withdrawing from insurance policies executed as remote transactions

If an Insurance Policy is executed as a remote transaction the Policyholder may withdraw from such a contract within fourteen days from the conclusion of the policy or from the day they received the terms of insurance, if they are informed, at their request, about these terms only after the policy is concluded.

If the Insurer provides false information to the Policyholder, who is the consumer, the Policyholder may withdraw from the contract up to 3 months from the date they learn or could and should learn about the false information. If the Policyholder withdraws from an Insurance Policy executed as a remote transaction, the Insurer shall refund the paid premium without undue delay, at the latest within thirty days from the day the withdrawal comes into effect; the Insurer is entitled to set off the benefits paid under the insurance against the premium to be returned. However, if the benefits paid under the insurance exceed the sum of the premium paid, the Policyholder, the Insured or the Beneficiary, as the case may be, shall return to the Insurer the balance between these two sums.

The rights of withdrawal specified in this article do not apply to travel insurance (including the insurance of related financial losses), luggage insurance and other short-term insurances with an insurance period shorter than one month.

Unless the rights to withdraw from the Insurance Policy listed above are exercised the policy is valid and effective and binding on the parties to observe the obligations stated therein.

Withdrawing from the Insurance Policy shall be made in writing and the notice of withdrawal shall be sent to the address: Česká pojišťovna a.s., P.O. BOX 305, 601 00 Brno. The form for withdrawal is available on the website and at business branches of the Insurer. Alternatively, you may request that it be delivered to your address via the insurance intermediary.

#### **Consequences of violating the terms of the Insurance Policy by the customer**

If the Policyholder, the Insured or other Beneficiary under the Insurance Policy violates their legal and/or contractual obligations, this may, based on circumstances, establish a situation when the Insurer is entitled to reduce the sum of or refuse the payment of indemnity (insurance benefit) or claim back the insurance benefits paid or claim compensation for the insurance benefits paid. Violating obligations may also constitute a reason to end the insurance by notice of termination or by withdrawing from the policy.

#### **Guarantee funds**

The competence of the guarantee fund within the motor third party liability insurance shall be governed by the relevant provisions in the ZPOV.

#### **Method for dealing with complaints**

Complaints from Policyholders, Insureds and other Beneficiaries under the insurance shall be delivered to the address Česká pojišťovna a.s., P.O. BOX 305, 601 00 Brno and will be settled in writing, unless the Policyholder, the Insured or the Beneficiary and the Insurer agree otherwise. The listed persons may also address their complaints to the Czech National Bank (Česká národní banka, Na Příkopě 28, 1 15 03 Prague 1), which is the banking supervisory body.

Disputes arising under the insurance or in relation to it shall be adjudicated by the general courts.

#### **The validity period of the provided data**

Data presented in this-pre-contractual information apply to the proposal for the conclusion of the offered insurance. Unless the Insurer determines otherwise, the submitted proposal shall be valid for the period of 1 month from the day it is delivered.

#### **Personal data – information to be given to the subject of presented data**

The Insurer's personal data administrator holds responsibility for processing your personal data, or your data may be processed by the Insurer's subcontractors pursuant to the terms of Act No. 101/2000 Coll., on the protection of personal data and changes to some laws, as amended. The data shall be exclusively processed for the purposes of the insurance activity and other activities specified in Act No. 277/2009 Sb., on the insurance business, as amended, within the scope and under the terms specified in the terms of insurance. The data will be processed automatically as well as manually.

Your data may also be processed for sales and marketing purposes within the scope permitted by the law. Based on your consent the provided personal data may be handed over to the entities of the international Generali Group, of which the Insurer is a member, and to cooperating business partners listed on the website of the Insurer for the purposes and time arising from the terms of insurance. At any time you may express your disagreement with your personal data being processed for sales and marketing purposes or with their handover to the aforementioned entities - such disagreement shall be made in writing.

The Insurer considers your personal data to be confidential and shall observe the obligation of confidentiality in respect of them, this also applies to the data with regards to your insurance. You are entitled to ask the Insurer to inform you about the way your personal data are processed.

If you are of the opinion that your personal data have been processed in a way that contradicts the law or your rights to privacy, you may request an explanation from the Insurer or the elimination of an illegitimate condition. If your request is justified the Insurer shall remedy the situation immediately. If your request is turned down you may file a complaint with the Office for Personal Data Protection.

The Insurer shall process only accurate personal data procured pursuant to the law and has the obligation to update the processed data. For this purpose the parties whose personal data have been processed shall report every change in them immediately.

# Pre-contract information concerning the insurance for incapacity for work and hospitalization in case of traffic accidents PIDN-V-1/2014

arranged pursuant to the General Insurance Conditions (VPP) for the insurance for incapacity for work and hospitalization in case of traffic accidents VPP-DN 2/2014. Pursuant to applicable regulations we hereby provide you with the following information, which you receive as a party interested in concluding an insurance policy:

## Insurer

Česká pojišťovna ZDRAVÍ a.s. (hereinafter referred to as „ČPZ“ or the „Insurer“) with Registered Office at Na Pankráci 1720/123, 140 00 Prague 4, Czech Republic, Company Reg. No. 49240749, providing insurance and related services, incorporated in the Commercial Register of the Municipal Court in Prague, Section B, File 2044.

Customer Service of ČPZ, telephone: 841 11 1 132 - use of the line is charged according to the actual price list of the provider. Email: info@zdravi.cz. Data box: 63cdkfx. Current contact information can be found at [www.zdravi.cz](http://www.zdravi.cz).

Česká pojišťovna ZDRAVÍ a.s. publishes a solvency report which is available at [www.zdravi.cz](http://www.zdravi.cz).

The activities and business of České pojišťovny ZDRAVÍ a.s. are supervised by the Czech National Bank (Česká národní banka) with its seat at Na Příkopě 28, 1 15 03 Pragu 1.

## Information on the Insurance Policy

The Insurance Policy shall be governed by the laws of the Czech Republic (hereinafter referred to as „the CR“). The Czech language shall be used for executing the Insurance Policy and communication between the Parties.

The insurance is concluded as a complementary insurance to the motor third party liability insurance or accident insurance (hereinafter referred to as „the primary insurance“) arranged with Česká

pojišťovna with registered office at Spalena 75/16, 113 04 Prague 1, Czech Republic, Company Reg. No. 45272956 (hereinafter referred to as „ČP“).

If the insurance offer is made via remote communication means the Insurance Policy shall be deemed to be concluded when the first premium is paid and if the Insurance Policy in question concerns motor damage insurance there is an extra condition to meet before the insurance contract may be concluded based on an inspection executed by an authorized employee of ČP. The concluded Insurance Policy is stored in the archive of ČP. The Policyholder is entitled to request a copy of the Insurance Policy from Customer Service of ČP, telephone: 841 114 114.

If any data or facts stated in the Insurance Policy are incorrect or do not correspond to the scope agreed on the phone/ entered through the Internet, you can contact the Insurer in writing at the address Na Pankráci 1720/123, 140 00 Prague 4 or by telephone on 267 222 51 5.

## Duration of the insurance

As long as the insurance is effective the Insurer provides insurance cover (i.e. provides the insurance benefit if an insured event occurs) and the Policyholder is obliged to pay the premium.

The duration of the insurance (the insured period) is always specified in the Insurance Policy. The Insurance is agreed for a definite or indefinite period of time. If an insurance policy for a definite period of time is agreed, the period is specified by giving a concrete date, the longest period of insurance may be one year and the shortest 14 days. If the insurance is agreed for an indefinite period of time, it shall be effective until it becomes invalid (for the reasons for the termination of the insurance see below).

## The characteristics and scope of the insurance, ways to determine the sum of the insurance benefit, exclusions

### 1. SCOPE OF INSURANCE, WAY TO DETERMINE THE SUM OF THE INSURANCE BENEFIT, INSURANCE CLAIMS LIMIT

The insurance is arranged as fixed sum insurance for cases of incapacity for work and hospitalization as a result of injuries incurred during a traffic accident and protects the Insured against the adverse financial effects of such a situation.

The insurance benefit shall be specified in accordance with the General Insurance Conditions and the Insurance Policy.

The payment of the benefit under the insurance if an insured event takes place is limited to the period of 360 days and shall end at the latest on the day of the expiration of the insurance, with the exception of when this insurance, as complementary insurance, expires together with the primary insurance and the incapacity for work or hospitalization are directly related to the traffic accident due to which the primary insurance was terminated.

#### 1. The insurance for incapacity for work as a result of a traffic accident

The Insurer shall pay the Insured an agreed insurance benefit for every day of incapacity for work, starting from the 29th day of such incapacity as a result of an injury during a traffic accident.

**Incapacity for work** refers to a condition of the Insured during which the below-specified facts occur and at the same time the following conditions are met:

- the insured cannot, because of an injury incurred during a traffic accident, execute and does not execute their profession, including the controlling and managing activity, not even for a transitory or limited part of the day.
- the doctor treating the Insured has done a diagnosis, confirmed the condition of incapacity for work and issued the sick leave note,
- the Insured really receives treatment and observes the treatment regimen, at the location specified by the treating physician in the sick leave note.

#### 2. Hospitalization insurance as a result of a traffic accident

The Insurer shall pay the Insured an agreed insurance benefit for every day the insured stays in hospital as an inpatient as a result of an injury incurred as a result of a traffic accident.

**Hospital** refers to a medical institution or a provider of health services in which the Insured receives medical treatment via standard, intense or acute care for inpatients in conformity with the description of such an institution in the applicable laws.

The first day and the last day of hospitalization are added together and are considered to be a single day of hospitalization.

### 2. INSURED EVENT

#### 1. The insurance for incapacity for work as a result of a traffic accident

The insured event refers to incapacity for work on the part of the Insured, which is caused by an injury incurred during a traffic accident during the effective period of the insurance, provided that the other condition has been met, that the situation of incapacity for work occurs immediately, i.e. within 24 hours after the traffic accident at the latest. The length of such incapacity for work shall in the least be equal to the period specified in the Insurance Policy for the commencement of benefits under the insurance.

In a specific case, the physician appointed by the insurer can determine the length of incapacity for work, i.e. the scope of insurance benefit.

#### 2. Hospitalization insurance as a result of a traffic accident

The insured event refers to the fact of hospitalization of the insured that is necessary from a medical point of view, which is caused by an injury incurred during a traffic accident during the effective period of the insurance, provided that the condition has been met, that the insured shall be hospitalized immediately, i.e. within 24 hours after the traffic accident at the latest. The insured shall be hospitalized at least for a period of 24 hours.

Hospitalization necessary from a medical point of view means that the insured has to be treated in an inpatient hospital department because of the severity of the injury or the nature of the medical treatment.

The insured event of hospitalization shall arise at the time the Insured is received for hospitalization and shall end when hospitalization is no longer needed from a medical point of view.

### 3. EXCLUSIONS

Exclusions refer to risks excluded from the insurance cover. Exclusions define the conditions under which the Insurer is exempted from the obligation to pay insurance benefits.

The Insurer shall not provide an indemnity if the insured gets injured in a traffic accident:

- a) that occurs before the inception of the insurance,
- b) that occurs in relation to a war, rebellion, insurrection or other violent mass riots, strikes, lockouts, acts of terrorism (i.e. violent acts motivated politically, socially, ideologically or religiously) or intervention by the state or official power, or as a direct consequence of these events,
- c) if the Insured sustained the injury driving a motor vehicle or a vehicle without engine or as a pedestrian while being under the influence of alcohol, drugs or other intoxicating or addictive substances,
- d) if the Insured sustained the injury driving a motor vehicle or a vehicle without engine while being under the influence of medicines that are on the list of banned substances for vehicle drivers during the time for which this ban applies; the same applies to a medical intervention that rules out driving vehicles, with or without engines, for a certain period of time or makes the insured incapable of driving (physically or mentally) and to situations when the Insured is not physically fit to drive the vehicle (e.g. because of injury) but still takes the risk,
- e) if the Insured refuses the request of the Czech Police, or, when the accident takes place on the territory of another country, the request of a policeman of this country, to undertake tests for the presence of alcohol, psychedelic or addictive substances or medicines forbidden for vehicle drivers,
- f) if the Insured sustained the injury in connection with driving a motor vehicle during automobile and motorcycle races and preparation for them, regardless of the fact who organizes them and to what extent the regular traffic rules are observed on land communications during them; the Insurer is not obliged to provide an insurance benefit even if the Insured participates in such races or preparation for them as a passenger (or organizer),
- g) if the Insured sustained the injury in the course of their participation in test rides, anti-skid training sessions or rides on enclosed racing circuits where the driver does not have to observe regular traffic rules,
- h) if the Insured sustained the injury in relation to criminal activity committed by the Insured for which the Insured has been found guilty in court,

- i) if the Insured violated provisions of laws concerning traffic on regular roads in a serious way, especially when driving the vehicle with an incorrect driving licence, or during a period they were banned from driving; or if the insured transported persons in places not designed for the transport of people or if the number of people transported exceeded the maximum permissible number recorded in the vehicle registration papers; if the insured used a vehicle not technically fit for transport on roads etc.,
- j) if the insured attempts suicide or deliberately harms themselves,
- k) if the care provided is of the spa treatment nature (spa institutes, sanatoria),
- l) in case of hospitalization due to cosmetic procedures not necessary from a medical point of view,
- m) if the insured does not stay in hospital at all or if their hospitalization is shorter than 24 hours,
- n) for the term of incapacity for work or hospitalization that the Insured cannot substantiate within the prescribed time (the term for the insurance for incapacity for work: the expiry of the waiting time; the term for insurance against hospitalization: 30 days from the end of hospitalization) with a sick leave note or a note confirming hospitalization and with other documents requested by the Insurer during the investigation of the insured event,
- o) for the term of incapacity for work starting from the date on which the Insured refuses an examination of their health condition by a physician appointed by the Insurer or from the date on which the Insured fails to undergo such an examination without excusing himself,
- p) for the term of the Insured's incapacity for work after the expiry of the waiting time before the insured event is reported,
- q) for the term starting on the day when the Insured violates the treatment regimen, i.e. especially when they, during the period of their incapacity for work, perform any gainful activity, including controlling and managing activities, if the Insured does not stay at the reported location during that time, or violates the scope and time of permitted walks specified in the sick leave note,
- r) for the term of incapacity for work or hospitalization of the Insured that resulted only from the need to treat the effects of an injury that the Insured sustained during a traffic accident that took place more than 1 year ago.

If the insured event ends on the date specified by the physician appointed by the Insurer, the Insurer's obligation to provide insurance benefits shall also end on that date.

#### Information about the premium, fees covered by the premium

The amount of the premium is specified in the Insurance Policy. The amount of the premium is determined according to the premium tariff list defined by the Insurer especially on the basis of the requested sum insured and the length of the insured period. The current tariff list is available at the Insurer's branches and may be presented by the insurance intermediary during talks concerning entering into an insurance policy. The premium specified in the Insurance Policy shall be valid for the entire effective period of the insurance, unless the sum of the premium is to be adjusted for the following insurance term in a way specified in the applicable regulation.

#### The methods and periods for the payment of the premium

The Policyholder undertakes to pay the premium in the Insurance Policy. The Policyholder shall determine the effective period of the insurance, i.e. the period for which they will have to pay the premium. The premium can either be paid in full (single premium payment) or at regular intervals in time (insurance terms) as current premium - i.e. monthly, quarterly, bi-annually or annually.

The single premium is due when the insurance policy is concluded, at the latest on the first day of the effective period of the insurance, unless agreed otherwise. The current premium is paid during the entire period of the Insurance Policy, unless otherwise specified in the Insurance Policy. The premium is paid in cash or by bank transfer - especially via money transfer, payment order, standing order or consent to collect order for another party, by postal order, via direct debit or with a payment card. The method and periods for the payment of the premium are prescribed in the Insurance Policy.

The premium for the primary and complementary insurance shall be made as a single payment into the account of ČP. If only part of the outstanding premium has been paid, the premium for the primary insurance arranged with ČP is deemed to have been paid first.

#### Taxes

The insurance shall be subject to legal regulations defined by the Income Tax Act, as amended.

#### Fees, costs

In addition to the agreed premium other fees may be charged for services relating to the insurance. The insurer is entitled to the recovery of extraordinary costs on acts performed at the request of the other parties to the insurance. The amount of extraordinary costs shall be determined and reported to the Policyholder before the act is executed.

#### Methods to terminate the Insurance Policy

The insurance shall expire on the basis of the following acts performed by the parties (the Insurer or the Policyholder):

- a) written notice of termination delivered within 2 months of the execution date of the Insurance Policy; the date of delivery of the notice of termination shall be the beginning of an eight-day notice period, upon the expiry of which the insurance shall expire,
- b) written notice of termination at the end of the insurance term, if an insurance with a current premium has been arranged; the notice of termination shall be delivered at least 6 weeks prior to the expiry of the insurance period,
- c) written notice of termination submitted within 3 months of the date of delivery of a notice of insured event; the date of delivery of the notice of termination shall be the beginning of a notice period of 1 month, upon the expiry of which the insurance shall expire,
- d) if the Policyholder does not agree with the change of the premium amount, they may express their disapproval in writing within 1 month of the date they learn about it; in which case the Insurance Policy shall expire upon expiry of the insurance term for which the premium has been paid,
- e) by withdrawal from the Insurance Policy,
- f) by the Insurer's refusal to provide insurance benefits; in which case the Insurance Policy shall expire upon the delivery of the notice to that effect,
- g) on the day the Insurer receives a notice from the Insured stating that the Insured revokes their consent to the processing of their personal data and sensitive information as specified by applicable regulations, as well as on the day when the Insured receives a notice from the Insured stating that the Insured revokes their consent to the examination and verification of their health condition.

The Insurance shall also terminate:

- a) upon the expiry of its effective period, if the insurance is arranged for a definite period of time,
- b) if the subject of the insurance ceases to exist; however the insurer is entitled to collect premiums until they are informed that the subject of insurance (insurable interest) ceased to exist,
- c) when the insured risk ceases to exist,
- d) by death of the insured,
- e) on the day following the date of expiry of the term specified by the Insurer for the payment of a due premium,
- f) on the date of termination of both primary insurances (the motor third party liability insurance, the motor damage insurance) for which the insurance in question was arranged as supplementary insurance,
- g) on the basis of other reasons specified in legal regulations, the Insurance Policy or the terms of insurance.

The Insurer and the Policyholder can agree on the expiry of the insurance. The agreement shall specify the moment of expiry of the insurance and the method for settling mutual accounts.

#### Conditions and periods with regards to the options for withdrawing from the Insurance Policy

##### 1. General rules for withdrawal

The Policyholder has the right to withdraw from the Insurance Policy if the Insurer has violated their obligation to draw the Policyholder's attention to a discrepancy between the offered insurance and the requirements of the Policyholder, if this party should have been made aware of such a discrepancy when concluding the Insurance Policy.

The right to withdraw from the contract is forfeited if not exercised by the Policyholder within two months from the day they learn or should learn that the obligation stipulated in article 2789 of Act no. 89/2012 Coll., the Civic Code, has been violated.

If the Policyholder withdraws from the policy the Insurer shall, within one month from the day the withdrawal becomes effective, refund the premium paid, reduced by the insurance benefits that may have been paid out; if the Insurer withdraws they are entitled to charge costs related to the inception and management of the insurance. If the Insurer withdraws from the Insurance Policy and the Policyholder, the Insured or other Beneficiary have already obtained some benefits under the insurance, they shall refund the sum of the paid benefits that exceeded the paid premium.

##### 2. Withdrawing from insurance policies concluded by the Policyholder/Consumer outside business areas

If an Insurance Policy was concluded outside business areas, i.e. outside areas that are normally used for conducting business, the Policyholder who shall be the consumer of such a policy may withdraw from it within 14 days from the conclusion of the contract.

If the Policyholder has given consent for a service to be performed under the insurance before the expiry of the period for withdrawal and this service has already been provided they can no longer withdraw from the policy.

If the Policyholder asks that the provision of services begins during the period for withdrawal from the policy, the Insurer may request payment of the sum proportional to the services provided until the moment of withdrawal, and this in relation to the total scope of services specified in the Insurance Policy.

##### 3. Withdrawing from insurance policies executed as remote transactions

If an insurance policy is executed as a remote transaction the Policyholder may withdraw from such a contract within 14 days from the conclusion of the policy or from the day they received the terms of insurance, if they are informed, at their request, about these terms only after the policy is concluded.

If the Insurer provides false information to the Policyholder, who is the consumer, the Policyholder may withdraw from the contract up to 3 months from the date they learn or learned about the false information. If the Policyholder withdraws from an insurance policy executed as a remote transaction, the Insurer shall refund them the paid premium without undue delay, at the latest within 30 days from the day when the withdrawal comes into effect; the Insurer is entitled to set off the benefits paid under the insurance against the premium to be returned. If the benefits paid under the insurance exceed the sum of the premium paid, the Policyholder, or the Insured, shall refund to the Insurer the balance between these two sums.

Unless the rights to withdraw from the insurance policy listed above are exercised the policy is valid and effective and binding on the parties to observe the obligations stated therein.

Withdrawing from the Insurance Policy shall be made in writing and the notice of withdrawal shall be sent to the address: Česká pojišťovna ZDRAVÍ a.s., Na Pankráci 1720/123, 140 00 Prague 4. The form for withdrawal is available at the website and at business branches of ČP. Alternatively, you may request that it be delivered to your address via the insurance intermediary.

#### **Consequences of violating the terms of the Insurance Policy by the customer**

If the Policyholder, the Insured or other Beneficiary under the Insurance Policy violate their legal and/or contractual obligations (e.g. by late payment of the current premium, by providing untrue or incomplete answers to the Insurer's inquiries when the contract is being arranged, on purpose or due to negligence, by deliberately providing untrue or grossly distorted data concerning the scope of a loss event or by withholding material data concerning this event), this may, based on circumstances, establish a situation when the Insurer is entitled to reduce the sum of or refuse the payment of indemnity (insurance benefit) or claim back the insurance benefits paid or claim compensation for the insurance benefits paid. Violating obligations may also constitute a reason to terminate the insurance by notice of termination or to withdraw from the Insurance Policy.

#### **Method for dealing with complaints**

Complaints from Policyholders, Insureds and other beneficiaries under the insurance shall be delivered to the address Česká pojišťovna ZDRAVÍ a.s., Na Pankráci 1720/123, 140 00 Prague 4 and will be settled in writing, unless the Policyholder, the Insured, the Beneficiary agree otherwise with the Insurer. The listed persons may also address their complaints to the Czech National Bank (Česká národní banka, Na Příkopě 28, 1 15 03 Prague 1), which is the banking supervisory body. Disputes arising under the insurance or in relation to it shall be adjudicated by the general courts.

#### **The validity period of the provided data**

Data presented in this-pre-contractual information apply to the proposal for the conclusion of the offered insurance. Unless the Insurer determines otherwise, the given proposal shall be valid for the period of 1 month from the day it is delivered.

#### **Processing of personal data**

##### **1. By entering into the Insurance Policy the Insured:**

- a) grants explicit consent to ČPZ for their personal data, including the information on their medical condition, to be collected, examined and processed for the purposes of investigating insured events, for the effective period of the policy, for a period of time necessary to secure the rights and obligations arising from the contractual relationship and for a period of time arising from generally binding legal regulations;
- b) acknowledges that the provision of other personal data, communicated voluntarily, shall be considered to constitute explicit consent to the administration and processing of such personal data,
- c) confirms that pursuant to Act No. 101/2000 Coll., on personal data protection, as amended, they have been informed of their rights and of the obligations of the administrator, in particular of the right of access to personal data and other rights under that Act;
- d) undertakes to allow the insurer to obtain all of the medical documentation requested by the Insurer,
- e) undertakes to inform the Insurer without undue delay, at the latest within 15 days after the change takes place, about any change of data recorded in the Insurance Policy and under the insurance for incapacity for work, as well as any changes to the treating doctor, their address and telephone number.

##### **2. The above listed consents and authorizations shall also apply after the Policyholder's death.**

In the event that the Insurer or administrator authorized by them process personal data in a way that contradicts the law or the rights to privacy, the Insured may request an explanation from the Insurer or the administrator or the elimination of the illegitimate condition. If the request of the Insured is justified, the Insurer or the specific administrator shall eliminate the illegitimate condition immediately. If the request is turned down the Insured may file a complaint with the Office for Personal Data Protection.



**A. GENERAL PROVISIONS**
**ARTICLE 1**
**Opening provisions**

1. The term Insurer refers to Česká pojišťovna a.s., with registered office at Spálená 75/16, PSC 113 04, Prague 1, Czech Republic, Company Reg. No.: 45272956, incorporated in the Commercial Register administered by the Municipal Court in Prague, Section B, File 1464 (hereinafter referred to as the „Insurer“) that provides insurance pursuant to Act no. 277/2009 Coll.
2. These General Insurance Conditions for motor vehicle insurance (hereinafter referred to as „VPP“) regulate the conditions of:
  - a) motor vehicle party liability insurance (hereinafter referred to as the „liability insurance“)
  - b) motor vehicle insurance and insurance for transported things,
  - c) assistance service insurance,
  - d) the accident insurance for transported persons, comes into effect as of 1st January 2014.
3. The insurance is governed and regulated by Act No. 89/2012 Coll., the Civil Code, as amended (especially articles 2758 – 2872) (hereinafter referred to as the „Civil Code“) and moreover, the liability insurance is regulated by Act No. 168/1999 Coll., on motor third party liability insurance and changes to some laws, as amended (hereinafter referred to as „ZPOV“).
4. The provisions in Section A – General Provisions – apply to all provisions in Section B – Special Provisions.

**ARTICLE 2**
**Interpretative Provisions**

**Assistance service** refers to, within the scope of the Insurance Policy and the terms of insurance, procurement, organisation and reimbursement of services related to the elimination of the consequences of a breakdown, accident, natural event or theft incurred on the insured vehicle. The assistance service facility does not cover replaced materials, costs for the repair of the vehicle due to breakdown or accident, unless stated otherwise in the conditions.

**Authorized service (garage)** refers to an undertaking the name of which (firm) is listed in the current list of garages and repair shops, which is supplied together with a new vehicle of a given make and type. The authorized service need not necessarily specialise in a certain make, it may be a service that specialises in a specific type of repairs.

**Natural person entrepreneur** refers to a natural person:

- a) who does business on the basis of a trade licence,
- b) who does business on the basis of something other than a trade licence,
- c) who performs agricultural production registered in the records according to a special legislative act.

**Accident** refers to accidental damage to or destruction of the insured thing or any part thereof as a result of external forces, e.g. by collision, by impact, by fall. Accident also includes accidental damage to or destruction of the insured thing or any part thereof by the deliberate action (intervention) of a strange person, i.e. vandalism.

**Vehicle's ID** refers to VIN (Vehicle Identification Number) from the manufacturer or any other official number of a vehicle that is not provided with the VIN or that has been assigned such a number after the original VIN elapsed during the reconstruction of the vehicle. If unauthorized changes have been made to the vehicle or to identifiers of the vehicle, the vehicle is not technically fit for operation on roads (see instruction of the Ministry of Transport No. 3/2003, Article 37, Letter d) of Act No. 56/2001 Coll., on traffic conditions for vehicles on the road, or state regulations amending or superseding this regulation). For the purposes of this insurance the VIN identifier is considered the unique and non-interchangeable identifier of the subject of the insurance (vehicle). Other data presented in the Insurance Policy do not serve to identify the vehicle, but are solely used to calculate the premium.

**Theft** refers to a situation where a third party takes possession of the insured thing in an illegal way overcoming safety measures such as locks, etc. protecting the insured thing from the use of force, or by taking the insured thing away from the authorized person.

**Lease contract** is a contract on the basis of which one party with a business plan (leasing firm) provides a selected object (vehicle) against payment to the other party known as the lessee, whereby the leased object remains the property of the leasing firm during the entire leasing period.

**Robbery** refers to the use of violence or threats by a third party against the authorized person with the intention to take possession of the insured thing.

**Special vehicle accessories** refers to other than usual vehicle accessories. This terms includes special structures, roof boxes, car seats, audio-visual equipment (amplifiers, visual units, special loudspeaker systems), tuning accessories (spoilers, plastic skirts, special covers, exhaust systems, non-standard rims and tyres), special versions of chassis and engines of vehicles, body paintwork, graphic design, car advertising, accessorised or fitted tinted glass by manufacturers specialising in design work on individual vehicles, or similar adaptations carried out by the owner, if the Insured wishes to take the price of these special vehicle features into consideration in the Insurance Policy. The Insurer shall consider this price only if documents proving the purchase or the purchase and installation of these accessories are submitted. These requisite documents shall also be presented when an insured event is being investigated or settled. Unless these documents are presented, the Insurer will settle the insured event according to price lists available to them. Special vehicle accessories do not include portable components, such as portable navigation devices, phones and audio-visual reproduction devices that are not firmly attached to the vehicle.

**Ordered tow-away** refers to the ordered tow-away procedure, rescue operation and official assistance at the place of the accident or breakdown of the insured vehicle instructed by a public authority of the country on the territory of which the assistance services are provided. The costs related to the ordered tow-away shall be reimbursed on the condition that:

- a) the insured vehicle has broken down or was involved in an accident,
- b) the Insured or another authorized person requested assistance services immediately after the insured event happened pursuant to Article 60, paragraph 2, of the VPP, but where these services could not be provided because of a decision made by a public authority,
- c) the Insured or another authorized person presents the decision of the public authority used to order the ordered tow-away to the Insurer.

**Unauthorized use of the vehicle** refers to the use of the vehicle against the wishes of the authorized person.

**Usual price** is the price that has been paid for a thing of the same or similar nature in a common business transaction at a given time and place. All circumstances influencing the price shall be considered for this purpose, however the effects of extraordinary market events, the seller's or the buyer's personal circumstances or special popularity shall not be reflected in its amount. Consideration shall be given to any reasonable expenses incurred by the damaged party that have to made to restore or replace the function of the thing.

**Usual accessories** refers to the basic components of the equipment installed in the vehicle or firmly fixed to it that correspond to the given level of accessories of the given model of the vehicle specified in the Insurance Policy (with the exception of special vehicle accessories). Usual accessories also include obligatory equipment of the vehicle defined in applicable legal regulations.

**Valuation tables** mean tables for the evaluation of bodily damage under accident insurance, used by the Insurer to determine the amount of the insurance benefit under accident insurance.

**Misappropriation** refers to the taking possession of a thing by theft or robbery or via unauthorized use of a vehicle. If there is no way to determine the real point in time when the misappropriation took place, the moment of misappropriation shall be the moment when such misappropriation is reported to the Police.

**Installation of other than the VIN identifier** which was assigned to the vehicle in the production factory, refers to unauthorized change to this identifier of motor vehicles without consent from the manufacturer or public authority, regardless of the fact of who executed such a change.

**Public authority** is a body of the state or local administration or other similar body. Public authority also refers to a private entity exclusively appointed by a competent authority to secure certain activities on certain type of roads (for instance management and maintenance of roads in relation to the towing away of broken down vehicles).

**Fraud** refers to a situation when somebody gains unfair profit for themselves or somebody else by deceiving the Policyholder, the insured or other Beneficiary, by taking advantage of their mistake or fault or holding back some essential information.

**Car fleet insurance** refers to insurance whereby a framework insurance policy exists between the Policyholder and the Insurer and this policy applies to individual vehicles assigned to this fleet.

**Insurance year** begins on the day presented in the insurance policy as the inception date (the same day and month will then mark every anniversary of the insurance) and ends on the day immediately preceding the next anniversary of the insurance.

**Breakdown** refers to any mechanical, electrical or electronic defect that puts the vehicle out of operation (e.g. caused by the functions of individual components, material fatigue, discharge of the car battery, mechanical penetration of tyres, the breaking or losing of the ignition key).

**Operation of the vehicle** refers to the time of its controlled movement (ride), the time its engine runs, preparation to drive the vehicle and the actions immediately before the end and after the end of the ride. The operation of the vehicle does not include vehicles used for the performance of work.

**Operator of the vehicle** refers to the owner of the vehicle or any other person or party authorized by the owner to operate the vehicle on their behalf. If no operator is identified the owner of the vehicle shall be considered to be the operator of the vehicle.

**Reasonable costs of repair** refers to the restoration of the vehicle to the condition in which it was immediately before the insured event using repair technology prescribed by the car manufacturer, while rates of standard hours per one item of work shall correspond to usual prices in the given location and time and spare parts used shall be of the same or similar quality as the parts supplied by the manufacturer of the vehicle to the CR market.

**Scale of fees** refers to a list of payments for selected services provided by the Insurer. The current version of the scale of fees is available at the branches of the Insurer and at ([www.ceskapojistovna.cz](http://www.ceskapojistovna.cz)).

**Real damage** refers to losses represented by a reduction of the property of the injured party that occurs as a result of a loss event and in causal relation to it. It represent the value of property needed to restore it to its previous condition, or counterbalance the impact of the fact that it cannot be restored to its previous condition (either by money or in the form of other benefits). When calculating the real damage you shall proceed according to the Civil Code and the relevant professional standards issued by Brno Institute of Forensic Engineering, as amended.

**Contractual hire service** refers to a hire service that has concluded a cooperation contract with the Insurer.

**Contractual service shop** refers to a service shop that has concluded a cooperation contract with the Insurer, and is listed on the Insurer's website.

**Certificate of roadworthiness for motor vehicles and trailers** refers to the document proving that the vehicle has successfully passed technical parameter tests for operation on roads and which also presenting data on the owner and operator of the vehicle, about changes executed in respect of the vehicle in the Road Vehicle Register and technical inspections. This certificate is a public document.

**Total damage** refers to such damage or destruction of the vehicle that the reasonable costs of its repair reduced by the usual prices of the remains of the replaced parts of the damaged vehicle are equal to or exceed 100 % of the usual price of the vehicle immediately before the accident

**Credit contract** is a contract under which one party with a business plan (the credit company) receives payment from another company - the credit client - for their funding of the purchase of a selected object (vehicle), which becomes the property of the credit client at the moment the credit contract is signed, unless this contract stipulates otherwise.

**Common things on your person** refers to a set of things (clothes, personal needs, etc.) that a person normally wears or carries on them for the purpose of their trip and the climatic conditions. The cargo of the vehicle is not a common thing on your person.

**Owner of the vehicle** is the person who owns the vehicle, uses it at will within legal boundaries and is able to prove their title in other ways than via the entry on the certificate of roadworthiness or another document relating to the vehicle. The vehicle refers to a road motor vehicle or a trailer, the parts thereof and accessories forming its usual and obligatory equipment.

**Destruction of the vehicle** means that the vehicle has ceased to exist physically (e.g. incineration, complete destruction). The decisive day for the physical destruction of the

vehicle is the day stated in the confirmation note on the takeover of the car wreck issued by the operator of a facility specializing in the collection of car wrecks in conformity with relevant regulations.

**Embezzlement** refers to a situation in which a third party takes possession of the insured thing violating the terms under which the thing was entrusted to them.

**Natural event** refers to fire, explosion, direct stroke of lightning, falling rocks or soils, avalanche slide or collapse, falling trees and poles, hailstorm, deluge, flood, storm,

### ARTICLE 3

#### Beginning, change and expiry of the insurance

##### Inception of insurance cover

1. The insurance becomes effective on the day following the day on which the insurance policy is signed at 12:00 a.m. (midnight), unless there is a different inception date stated in the policy.
2. The Insurer rules out the option of the offer being accepted with an amendment or deviation to it. Any manifestation of wishes of the other party containing amendments, reservations, restrictions and other changes constitutes a refusal of the offer and establishes a new offer, even if the changes suggested are of no significance with regards to the essential terms of the offer.
3. Unless agreed otherwise in the Insurance Policy, the insurance is arranged for an indefinite period of time, while the insurance period shall be 1 insurance year (12 calendar months).
4. A short-term insurance policy may be arranged for a period shorter than one insurance year. The liability insurance may be concluded for a period shorter than 14 days, only if a generally binding legal regulation requires that the liability insurance in the given case be shorter than fourteen days.

##### Interruption of insurance

5. The insurance arranged through the Insurance Policy shall not apply the instrument of interruption of insurance as defined in applicable laws, and thus the insurance shall not be interrupted, unless the Insurance Policy explicitly states so to the contrary.

##### Expiry of Insurance

6. The liability insurance expires due to the reasons and under the conditions specified in the ZPOV and in this article. Specific reasons for the expiry of the liability insurance are defined in article 14 of these VPP.
7. The motor damage insurance expires due to the reasons and under the conditions specified in the Civil Code and in this article. Specific reasons for the expiry of the motor damage insurance are defined in Article 37 of these VPP.
8. If the joint ownership of property in marriage terminates because the spouse who concluded the Insurance Policy for the vehicle in joint ownership dies or is declared dead, the rights and obligations under the insurance are transferred from the Policyholder to the bereaved spouse, if they remain the owner or co-owner of the vehicle.
9. If the joint ownership ends because of divorce the rights and obligations under the insurance are transferred to the divorced spouse who shall be the owner of the vehicle after the settlement of the joint ownership.
10. If the insurance expires because a change in ownership is reported, pursuant to Article 12, paragraph 1, letter a) of the ZPOV or pursuant to Article 2812 of the Civil Code, the person reporting the change of the owner of the vehicle that is subject to registration shall present to the Insurer a document confirming that a new owner of the vehicle has been entered into the register pursuant to Article 11, paragraph 1 of Act No. 56/2001, on traffic conditions for vehicles on roads, as amended.
11. If a Policyholder who is not the owner of the vehicle is dissolved or dies without any legal successor, the rights and obligations are transferred from the Policyholder onto the owner.
12. Unless specified otherwise in the Insurance Policy, supplementary insurances arranged according to Section II., subsections 3, 4, 5, 6 and 7 and the motor damage insurance in variants „Odcizení“ (misappropriation) and „Živel“ (Elements) may be arranged and exist only if the insurance policy also arranges for the liability insurance or the motor damage insurance in the basic All Risk version, „Havárie a živel“ (Accident and elements) or „Odcizení a živel“ (Misappropriation and elements). The expiry of the liability insurance or the expiry of the motor damage insurance refers to the expiry of all complementary insurances assigned to them. If the policy arranges the liability insurance and the motor damage insurance, complementary insurances remain effective as long as at least one of these insurances remains in effect, unless agreed otherwise.

13. Unless specified otherwise in the Insurance Policy, the assistance service insurance arranged according to Section III., may be arranged and exist only if the Insurance Policy also arranges for the liability insurance or the motor damage insurance in the basic All Risk version, „Havárie a živel“ (Accident and elements) or „Odcizení a živel“ (Misappropriation and elements). The expiry of the liability insurance or the expiry of the motor damage insurance refers to the expiry of the assistance service insurance assigned to them. If the policy arranges for the liability insurance and the motor damage insurance, the variant of the assistance service insurance is automatically changed according to principles specified in Article 59 of the VPP if one of the primary insurances expires, unless agreed otherwise.

14. Unless specified otherwise in the Insurance Policy, the accident insurance for transported persons arranged according to Section IV., may be arranged and exist only if the Insurance Policy also arranges for the liability insurance or the motor damage insurance in the basic All Risk version, „Havárie a živel“ (Accident and elements) or „Odcizení a živel“ (Misappropriation and elements). The expiry of the liability insurance or the expiry of the motor damage insurance refers to the expiry of this accident insurance for transported persons assigned to them. If the policy arranges for the liability insurance and the motor damage insurance, the variant of the accident insurance for transported persons is automatically changed according to the principles specified in Article 63 of these VPP if one of the primary insurances expires, unless agreed otherwise.

### ARTICLE 4

#### Premium

1. The premium calculated according to the rates of the Insurer valid on the day when the Insurance Policy is concluded shall be specified in this policy.
2. The premium shall be paid as current premium for the insurance period of one year, unless stated otherwise in the Insurance Policy. In the policy it is possible to arrange payment of the premium in instalments. In such a case the Insurer is entitled to charge an extra fee in addition to the premium. If payment in instalments has been arranged and the Policyholder fails to make an instalment for the premium, the Insurer may claim the entire premium and the due date for this payment shall be the day following the maturity date for the instalment that has not been made.
3. If a short-term insurance is arranged the single premium for the entire insured period is due immediately after the conclusion of the policy.
4. Payment of the premium refers to the day on which the sum of the premium is paid to the Insurer, or rather to a person authorized by them, or the day on which the sum of the premium is credited to the Insurer's account or account of a person authorized by them.
5. The premium shall be paid in the Czech currency, unless agreed otherwise in the policy.
6. The Insurer is entitled to lay down a new premium for the following periods of insurance
  - a) if there is a change in generally binding legal regulations or the decision-making practice of the courts that has a crucial impact on the determination of the insurance benefit, or
  - b) if the premium is not sufficient pursuant to Act No. 277/2009 Coll., on insurance industry, as amended, or
  - c) if one or more insured events occurred during the previous insurance period.If the Insurer adjusts the premium, it shall notify the Policyholder no later than two months prior to the maturity date of the premium for the period of insurance in which the premium is to be changed.  
If the Policyholder does not agree with the change, they may express their disapproval up to one month from the day they learn about it; in that case the insurance shall expire upon expiry of the period of insurance that precedes the period of insurance in which the premium is to be changed.
7. If the Policyholder is behind with the payment of the premium the Insurer is entitled to charge interest for late payment as well as all costs related to sending a reminder and enforcing the receivable. The amount due is specified in the Scale of Fees.
8. If the Policyholder is to pay premiums, fees and accessories for an outstanding premium receivable, the Policyholder's payment shall be first used to cover the outstanding premium, i.e. always the first payable premium or premium instalment, and then the fees in order of their maturity, followed by the costs associated with the recovery of outstanding premiums and, finally, by the default interest. Fees, costs associated with the recovery of outstanding premiums and default interests shall not bear any interest.

### ARTICLE 5

#### Insurance Benefit

1. The insurance benefit shall be paid in the Czech currency, unless the ZPOV, the Civic Code or international covenants that have been integrated into the Czech legal system specify payment in another currency.
2. If the premium paid for the vehicle was lower than it should have been in respect of the use of the vehicle, the Insurer shall lower the insurance benefit, with the exception of the liability insurance, per insured event by the proportion of the sum of the premium which has been paid for the vehicle to the correct sum of the premium.

#### Salvage Costs

3. Unless agreed otherwise in the Insurance Policy, the Insurer shall cover salvage costs up to an amount equivalent to 2 % of the insurance benefit limit. This restriction shall not apply if these salvage costs are used to save the life or health of people.
4. Salvage costs are reimbursed under the terms specified in the Civil Code.

### ARTICLE 6

#### Rights and Obligations of the Insurer

1. In addition to the obligations prescribed by applicable legal regulations and in the policy, the Insurer has the following obligations:
  - a) execution of an investigation related to the settlement of the insured event
  - b) return, at the request of the Policyholder, the Insured or other authorized person any documents provided if the documents are originals and the Insurer no longer requires them.2. The Insurer has the right to verify the truthfulness and completeness of data used for identification of the Policyholder, the Insured, or other authorized person, as the case may be, the driver of the insured vehicle, as well as the truthfulness of data with regards to the Insured.

### ARTICLE 7

#### Taking the history of previous insured events into consideration

1. When arranging an insurance the Insurer takes into account the history of loss events for cases of liability insurance and accident insurance if so agreed in the Insurance Policy, especially making use of the Bonus-Penalty system; with the car fleet insurance bonuses are used to reflect this fact, or other benefits agreed between the Policyholder and the insurer may be provided.

#### Bonus – Penalty system

2. The amount of discount (bonus) from the premium, or extra fee (penalty) added to the premium is determined by the decisive service period when the insurance is arranged.
3. **Decisive service period** expresses the continuous length of the period for which the Insurance Policy has been effective, and this length is reduced on the basis of **incurred decisive events**, or modified in respect of the **period of concurrence of insurance**.
4. The Insurer shall take into account a proven decisive service period from the previous expired insurance of the same type with the same Policyholder.
5. A newly created insurance shall always take into account the total sum of the negative decisive service periods from the previous insurance of the same type.
6. The decisive service period is determined by completed whole calendar months. With the liability insurance this period may only be transferred from the insurance with an inception date of 1st January 2000 at the earliest, this provision shall be applied analogously for the transfer of the decisive period for foreign Policyholders.
7. The decisive period with a negative value shows that the number of decisive events has been significantly higher than the accepted statistical norm; in this case the behaviour is taken into consideration and an additional fee added to the premium (penalty).
8. The decisive period may be transferred between individual persons permanently living with the Policyholder in the same household. However, the decisive period shall always be transferred only within the same type of insurance and the same vehicle category, which is divided into the following categories for the need of the calculation of the decisive period:
  - a) single-track vehicles and motor trike and quads,
  - b) passenger cars and lorries with a weight of up to 3 500 kg,
  - c) trailers and semi-trailers of all types,
  - d) other vehicles,on condition that a new insurance is arranged for the expired one.

9. It is not permissible to add up concurrent decisive periods to determine the recorded decisive period.
10. Decisive events are specified in a dedicated section according to the type of insurance.
11. A decisive event is not a loss event for which the Insured (or another person) fully reimbursed the Insurer, which shall occur within one month from the notice from the Insurer with information on the sum of insurance benefits provided to the injured party.
12. Other rules of the Bonus-Penalty system are stated in dedicated section of the liability insurance and the motor damage insurance.

#### ARTICLE 8

##### Delivery of Written Documents

1. Written documents shall refer to legal acts or notices relating to the Insurance, written and signed. They may be in paper or electronic form.
2. The parties shall deliver written documents:
  - a) at the time of personal contact, by delivering and accepting them;
  - b) through a public data network using a data box;
  - c) by means of an accredited certification service provider at an electronic address with a secured electronic signature;
  - d) using a postal service operator, at the postal address of the party specified in the Insurance Policy, demonstrably communicated by the other party after execution of the Insurance Policy or identified in accordance with the law;
  - e) through electronic mail at an electronic address.
3. A written document delivered to a data box shall be deemed as delivered at the time a person with access to the written document, taking into account their authorization, logs into the data box.
4. A written document delivered at an electronic address shall be deemed as delivered on the date of its delivery to the addressee's mail box; should there be any doubt, it shall be deemed to be delivered on the date of its dispatch by the sender.
5. A written document sent to a postal address through a postal service operator shall be deemed as delivered on the date of its actual delivery; should there be any doubt, it shall be deemed as delivered on the third working day after its dispatch and, if sent to an address abroad, on the fifteenth working day after dispatch. Unless agreed otherwise, the type of the written document (e.g. ordinary mail, registered mail, etc.) shall be determined by the sender.
6. The parties shall inform each other without undue delay of changes in any facts relevant for the delivery as well as inform each other of their new postal or electronic address. Such changes shall be effective with respect to the other party as soon as they are communicated. If the sender has reasonable doubt about the accuracy of a postal address, it shall be understood that the postal address is the address known to the sender based on their own search carried out in accordance with the law.
7. If either party violates, without an excusable reason, their obligation to inform the other party of changes or a new postal or electronic address, it shall be deemed to be a practice inhibiting delivery and the written document sent to a postal address shall be deemed as delivered on the third working day after dispatch and, if sent to an address abroad, on the fifteenth working day after dispatch, and a written document sent by the sender to an electronic address shall be deemed as delivered on the date of its dispatch by the sender, even if the addressee has had no opportunity to familiarize themselves with the contents of the document.
8. If the addressee refuses to accept a document delivered to their postal address, the written document shall be deemed to be delivered on the date of refusal of its acceptance because the addressee had an opportunity to familiarize itself with its contents.

#### ARTICLE 9

##### Forms of Legal Action and Notices

1. All legal acts and notices applicable to the Insurance shall be made in writing, unless hereinafter stated otherwise.
2. A written form is not required for:
  - a) notification of an insured event;
  - b) notices of change of the Policyholder's or the Insured's first name or surname, change of postal address, electronic address, telephone.
3. Beyond the framework of the legal acts listed in clause 2 of this Article, the Policyholder is also entitled to make, other than in written form, any other legal acts with respect to the Insurer that propose a change in the Insurance Policy, propose an agreement to terminate the Insurance or propose another bilateral legal act relating to the Insurance. This non-written proposal of the Policyholder shall be deemed to be accepted when the Policyholder is delivered the Insurer's affirmative legal act in written form or the Insurer's confirmation of acceptance of the Policyholder's proposal in written form.
4. The Policyholder, the Insured and the Beneficiary are also entitled to make any other notices relating to the Insurance, made other than in writing, beyond the framework of the notices specified in clause 2 of this Article. Such notice, other than in written form, shall be deemed to be validly made if the Insurer confirms in writing that it has received the notice or if the Insurer starts acting in accordance with the notice.
5. Other than written form refers to notices made by phone, at the Insurer's phone number specified for this purpose, by means of an electronic form available on the Insurer's official website, via the „Pojišťovna“ mobile phone application or electronically at the Insurer's electronic address established for this purpose.
6. A legal act or notice attached to an electronic message in PDF format or another similar format that sufficiently secures its contents against modification shall be considered to be in written form.
7. A legal act relating to the Insurance shall not have any legal consequences arising from common practice in the insurance industry.

#### ARTICLE 10

##### Processing of Personal Data, Waiver of Confidentiality, Authorization

1. The processing of personal data for the purposes of insurance and related activities
 

By entering into the Insurance Policy the Policyholder:

  - a) grants consent with the processing of their personal data, including their Birth certificate number, and other communicated data by the Insurer and its contractual data processors that meet the conditions of Act No. 101/2000 Coll., on personal data protection and amending some laws, for the purposes of insurance activities and other activities defined in Act No. 277/2009 Coll., on insurance, for a period of time necessary to secure the rights and obligations arising from the contractual relationship and for a period of time arising from generally binding legal regulations;
  - b) confirms that they have been informed that the provision of personal data to the Insurer is voluntary, under the understanding that the Insurer is obliged to process these data on the basis of the Code and pursuant to Act No. 253/2008 Coll., on certain measures against money laundering and financing of terrorism, and other laws, if applicable, the provision of some data, in particular addresses and identification data, is necessary for the execution of the policy as well as for the performance of the rights and obligations arising from it;
  - c) acknowledges that the provision of other personal data, communicated voluntarily, shall be considered to constitute explicit consent to the administration and processing of such personal data;

- d) confirms that in accordance with Act No. 101/2000 Coll., on personal data protection, as amended, they have been informed of their rights and of the obligations of the administrator, in particular of their right of access to personal data pursuant to Section 12 and the right of correction of personal data and other rights pursuant to Section 21 of the Act;
- e) grants, for the purposes of communication of electronic contact information, consent to be contacted electronically in matters concerning insurance policies arranged earlier;
- f) undertakes to report any change in the processed personal data without undue delay.

2. Processing of personal data for commercial and marketing purposes

By entering into the Insurance Policy the Policyholder

- a) grants to the Insurer consent to transfer personal data to subjects of the international Generali Group and to cooperating business partners listed on the Insurer's website for the purposes of providing financial services, offering business and services or for other marketing purposes, for the duration of the liabilities arising from the contractual relationship;
  - b) grants consent to be contacted in written, electronic or other form in matters of the insurance relationship or in matters of offers of insurance and related financial services or other marketing communications of the Insurer or offers of services and other commercial notices of members of the international Generali Group and cooperating business partners, listed on the Insurer's webpage, while using the provided personal data, for the duration of the liabilities arising from the contractual relationship;
  - c) notes that the granting of consent to the processing of personal data for commercial and marketing purposes is voluntary and the consent may be withdrawn at any time.
3. Waiver of confidentiality, authorization

By entering into the Insurance Policy the Policyholder

- a) relieves the prosecution authorities, the police and other law enforcement authorities, fire brigades, physicians, healthcare facilities, emergency services and health insurance companies from the obligation of confidentiality in relation to the agreed insurance cover;
  - b) authorizes the Insurer or a person authorized by it to look into judicial, police, administrative and other official files and make copies and extracts from them in all proceedings conducted in relation to the agreed insurance cover;
  - c) authorizes the Insurer to look into the documents of other insurance companies in relation to the agreed insurance.
4. The above consents and authorizations shall also apply after the Policyholder's death or termination.

#### ARTICLE 11

##### Other provisions

1. The Insurance shall be governed by the laws of the Czech Republic.
2. It is necessary to submit all documents requested by the Insurer to settle a loss event.
3. All documents concerning the insurance shall be submitted in Czech.
4. As far as documents in other languages are concerned these shall be presented together with their officially verified translation into Czech. Costs for the translation of these documents shall be borne by the party that has them translated.
5. The insurer is entitled to charge the Policyholder or the insured for the issuance of copies of documents related to concluded policies and for other extraordinary acts executed at the request of the Policyholder and listed in the scales of fees. Mutual receivables shall be offset against the fees to be paid. If this is not possible, the payment shall be made in advance.

### B. SPECIAL PART

#### Section I. Liability insurance

##### Subsection 1 Common provisions

#### ARTICLE 12

##### Opening provisions

1. The liability insurance is a private insurance arranged to cover losses and damages for the insurable risks listed in the Insurance Policy.

#### ARTICLE 13

##### Scope of the Insurance

1. The Insurer shall provide benefits within the scope and under the terms specified in the Insurance Policy,

up to the insurance benefit limits agreed upon in the policy. The smallest scope of the liability insurance is defined in the ZPOV.

2. If explicitly agreed in the Insurance Policy and if the Insured has met their obligation:
  - to inform the Insurer without undue delay that criminal proceedings have been initiated against them in relation to the insured event and inform the Insurer of the course and the results of such proceedings;
  - to notify the Insurer without unnecessary delay that the injured party exercises the right to damages in court;
  - to proceed in the course of the proceedings re-

lated to the damage event in accordance with instructions from the Insurer, especially they shall not undertake to pay compensation for a statute-barred claim or conclude a settlement agreement; they shall also appeal in time against the decision of a court concerning the damages, unless they receive other instructions from the Insurer during the appeal period,

the Insurer shall pay, in relation to the loss event, for the Insured costs (if the benefit limit is specified in the policy, then only up to the sum of this limit):

- a) which corresponds to the out-of-court fee for the defence solicitor in the preparatory proceedings and in the proceeding before the court of first

instance in the criminal proceedings against the Insured or in similar administrative proceedings related to the loss event. The Insurer shall recover similar costs at the court of appeal only on condition that they have undertaken to do so in advance,

- b) costs of court proceedings with regards to compensation for damages of which the Insurer is aware and which they approved, if the Insured is obliged to pay them; the costs of legal representation of the Insured shall be paid by the Insurer, if they have undertaken to do so in writing.

#### ARTICLE 14

##### Expiry of the Liability Insurance

If the owner of the vehicle, who is also the Policyholder, dies, their rights and obligations are transferred onto the heir of the vehicle on the basis of a legitimate court decision in inheritance proceedings. Before the decision on inheritance becomes effective the rights and obligations of the Policyholder shall be borne by a person who legitimately uses the vehicle.

#### ARTICLE 15

##### Obligations of the insured and the Policyholder

1. Besides obligations prescribed in legal regulations the insured has the following obligations:
  - a) to act in a way that prevents loss events, adopt suitable and timely measures to prevent or reduce the risk of damage and suppress violation of the obligations of the Insured by persons acting on their behalf,
  - b) if a loss event has occurred, the insured shall take steps to prevent the incurred damage from increasing,
  - c) provide the Insurer with the necessary cooperation in the course of investigating the causes of loss events and make truthful statements about their origin, course and scope and, at the Insurer's request, the insured shall present the necessary documents related to the loss event, its course and scope and make the vehicle available for inspection,
  - d) secure against other parties the right to damages as well as other similar rights,
  - e) to proceed in the course of the proceedings or other proceedings related to the loss event in accordance with instructions from the Insurer, especially they shall be active so that the decision cannot be made because of delay or recognition issues, shall not undertake to pay compensation for a statute-barred claim or conclude a settlement agreement without prior consent from the Insurer; they shall also appeal in time against the decision of a court concerning the damages, unless they receive other instruction from the Insurer during the appeal period. The Insured has an obligation to plead limitations if such a plea can be considered.
2. Besides the obligations prescribed in legal regulations the Policyholder has the following obligations:
  - a) when the liability insurance is arranged the Policyholder shall submit a confirmation letter about any previous liability insurance and the history of loss events, if the Insurer requests such document,
  - b) for the duration of the liability insurance the Policyholder shall inform the insurer without undue delay about any changes in the contract data of theirs or other persons specified in the Insurance Policy,
  - c) inform the Insurer without undue delay about every change in the conditions under which the insurance was arranged, especially if such a change has an impact on the sum of the premium and on the expiry of the insurance, and make it possible for the Insurer to check documents of a decisive nature in relation to the calculation of the premium,
  - d) inform the owner of the vehicle (or its holder or operator, as the case may be) about the scope of the liability insurance and all changes concerning the liability insurance, especially with regards to its expiry.

#### ARTICLE 16

##### The right of the Insurer to have the benefit paid refunded

1. The Insurer is entitled to request that the Insured refund the paid benefits in such cases as specified in the ZPOV.
2. The insurer has the right to have the benefits paid for the damage caused by the operation of the vehicle (third party liability) reimbursed by the Policyholder under the terms and conditions specified in the ZPOV.
3. The insurer has the right to have the benefits paid for the damage caused by the operation of the vehicle (third party liability) reimbursed by the Insured if the

Insured violated their obligation prescribed in Article 15, Para. 1, Letter e), of these VPP.

4. The insurer has the right to claim compensation for investigation costs under the conditions specified in the Civil Code.

#### ARTICLE 17

##### The Insurer's right to refuse to conclude a policy

The Insurer has the right to refuse to conclude insurance with an insured person or Policyholder whereby they have recorded more than 5 arranged insurances with the Insurer within the last 5 years which have terminated because of the non-payment of the premium.

#### ARTICLE 18

##### Taking the history of previous insured events into consideration

1. The history of loss events is taken into account when this insurance is arranged according to criteria set out in the following table Bonus/Penalty Grades:

Code of bonus / penalty grade	Decisive time in months	Premium discount	Premium surcharge	Level of premium
B10	120 and more	55 %		45 %
B9	108 to 119	50 %		50 %
B8	96 to 107	45 %		55 %
B7	84 to 95	40 %		60 %
B6	72 to 83	35 %		65 %
B5	60 to 71	30 %		70 %
B4	48 to 59	25 %		75 %
B3	36 to 47	20 %		80 %
B2	24 to 35	10 %		90 %
B1	12 to 23	5 %		95 %
B0	0 to 11	0 %	0 %	100 %
M1	-12 to -1		10 %	110 %
M2	-24 to -13		20 %	120 %
M3	-36 to -25		40 %	140 %
M4	-48 to -37		70 %	170 %
M5	less than -48		100 %	200 %

2. The decisive event is a loss event related to the payment of benefits on the basis of which the length of the decisive time is reduced by 36 months, whereby the following loss events shall not be considered as decisive events:
  - a) the vehicle is used by an unauthorized person and causes damage (Article 207 of the Criminal Code),
  - b) the event demonstrably took place at a time when the vehicle was in a repair shop or garage (Article 2928 of the Legal Code).

#### Subsection 2

##### POHODA Bez povinnosti (Without Obligations) insurance

#### ARTICLE 19

The POHODA Bez povinnosti (Without Obligations) insurance may be negotiated as supplementary insurance against losses and damages.

#### ARTICLE 20

##### Special interpretation provisions

**Authorized person** for the purposes of using the services of a tow-away service for the insured vehicle and the hire of a substitute car the authorized person refers to the driver of the vehicle. If the driver of the vehicle is unable to use these services, the owner of the vehicle shall be the authorized person. For the purposes of the service for settling the damage related to the traffic accident pursuant to paragraph 5 of Article 22 of the VPP conditions the authorized person refers to the owner of the vehicle.

#### ARTICLE 21

##### Insurance Period, Beginning and End of Insurance

The insurance period is identical to the period agreed for the liability insurance. If the motor vehicle liability insurance becomes invalid the POHODA Bez povinnosti (Without Obligations) insurance also becomes invalid.

#### ARTICLE 22

##### Insured risks, insured event

##### Tow-away of a vehicle

1. If a **traffic accident** involving the vehicle specified in the Insurance Policy (hereinafter referred to as the

„vehicle“) takes place on the territory of the Czech Republic and the geographic area of Europe and Turkey, with the exception of Belarus, Moldavia, Russia and Ukraine, the Insurer shall ensure that a contractual partner of theirs provides for the tow-away of the vehicle that is out of operation from the place of the accident to the nearest contractual garage, or to the nearest authorized garage when outside the territory of the Czech Republic, for the vehicle to be repaired, but no further than a distance of 500 km.

##### Hire of a substitute vehicle

2. The authorized person defined in Article 20 of the VPP conditions is entitled to reimbursement of the necessary and reasonably incurred costs for the hire of a substitute vehicle from a contractual car hire firm or contractual service shop of the Insurer, with freight vehicles up to 3500 kg such a person is entitled to the reimbursement of the necessary and reasonably incurred costs for the hire of a substitute vehicle up to the limit rates accepted by the Insurer.
  - a) if a **traffic accident** on the territory of the Czech Republic leads to the damage of the vehicle whereby the vehicle cannot be operated on the road because it is incapable of movement under its own engine power. If there is another reason why the vehicle cannot be operated and is considered unfit for road traffic pursuant to the Act on road traffic the Insurer shall decide whether it is necessary to hire a substitute vehicle,
  - b) if the damaged vehicle is repaired in a contractual service shop of the Insurer or if the damage is considered to be total.
3. If the conditions specified in paragraph 2, letters a) and b), of this article are met the authorized person defined in Article 20 of these VPP:
  - a) who is not liable for the damage (not even partially), and where the Insurer has the right to the reimbursement of the paid benefits from the guilty party, has the right to have the hire costs refunded for a substitute vehicle of the same or lower class than the insured vehicle, which shall apply in the case of total damage for the period necessary to procure another adequate vehicle, and in other cases for the time it takes for the insured vehicle to be repaired, however in both cases the limit period for such hire is 30 days from the traffic accident.
  - b) who is liable for the damage (even if only partially), has the right to have the hire costs refunded for a substitute vehicle of the nearest lower class for the period the insured vehicle is being repaired, however this period shall be for a maximum of 72 hour, and only if the Insurer receives notification of the traffic accident within 24 hours after the accident at the latest.
4. The Insurer shall take over the outstanding obligations of the authorized person, as defined in Article 20 of these VPP, with respect to a contractual hire firm up to the amount of CZK 15 000 under a contract for car hire. If insurance benefits are provided the Insurer is entitled to request the benefits be refunded by the authorized person in situations as defined in Article 20 of the VPP conditions on the basis of Article 1937 of the Civil Code.

##### Insurance for settling damage to the vehicle

5. If the **operation of another vehicle causes damage to the insured vehicle** on the territory of the Czech Republic, the Insurer shall be obliged, provided that other terms specified by the Insurance Policy have been met, **to provide full indemnity corresponding to compensation for the real damage to the vehicle**, which shall be determined according to the level of participation in the causes of the accident and the losses thus incurred.

#### ARTICLE 23

##### Exclusion from the POHODA Bez povinnosti (Without Obligations) insurance

1. The insurer shall not provide an indemnity for damage to the vehicle sustained in the event that/of:
  - a) the vehicle was driven by a person without an adequate driving licence or during a time when this licence was suspended, i.e. the driver was forbidden to drive such a vehicle,
  - b) the vehicle was driven by a person under the influence of alcohol, drugs or other psychedelic or addictive substances, if applicable regulations on the safety and fluency of traffic forbid driving under the influence of such substances, or if the amounts of these substances used were higher than allowed under applicable regulations,
  - c) the vehicle was driven by a person who refused to undertake tests as required by a member of the Czech Police for the presence of alcohol, psychedelic or psychotropic substances or medicines that are forbidden for drivers of motor vehicles,
  - d) the vehicle was driven by a person who did not refrain from consuming alcoholic drinks and

other addictive substances after the accident and before the breathalyser or blood test can be carried out,

- e) while driving the vehicle the driver was under the influence of medicines that are on the list of banned substances for vehicle drivers during the time for which this ban applies; the same applies to a medical intervention that rules out driving vehicles for a certain period of time or makes the insured incapable of driving (physically or mentally) and to situations when the insured is not physically fit to drive the vehicle (e.g. because of injury) but still takes the risk,
  - f) the vehicle was driven by a person who did not meet, without any serious reason, the obligation pursuant to provisions of paragraph 47 of Act No. 361/2000 Sb., on traffic conditions for vehicles on roads, to write down without undue delay the joint report of a traffic accident or report this accident immediately to the Czech Police and wait at the scene until the arrival of a member of the Czech Police,
  - g) the vehicle was used for criminal activity by the Policyholder, the insured or the authorized person, including persons living with them in a joint household or dependent on them for sustenance, or any other persons instigated by them,
  - h) collision with an unidentified vehicle,
  - i) collision with combinations of vehicles composed of a motor vehicle and a trailer or semi-trailer as well as damage to things transported by these vehicles,
  - j) handling the cargo of the static vehicle, k) a collision with another vehicle caused by the spouse of the authorized person or by a person living with the authorized person in one household, l) collision with another vehicle of the same operator, m) races of all types, races with high-speed sections, preparatory rides for these races.
2. Moreover, the Insurer shall not provide an indemnity under this insurance in the event of:
- a) services provided without the approval of the Insurer or their contractual partner,
  - b) assignment of the claim of an authorized person in the form of assistance service, a part thereof or the right to the reimbursement for such service to another party without the Insurer's consent,
  - c) reimbursement for fuel and tolls,
  - d) damage caused by an unapproved accessory or spare part the technical fitness of which had not been approved by the competent authorizing authority,
  - e) an authorized person caused the damage on purpose while attempting suicide,
  - f) war, rebellions, insurrection or other violent riots, strikes, lockouts, acts of terrorism (i.e. violent acts motivated especially politically, socially, ideologically, racially, nationally or religiously) or intervention by the state or official power;
  - g) nuclear reactions, nuclear radiation or nuclear contamination,
  - h) damage resulting from the use of alcohol, drugs or intoxicating substances,
  - i) services provided in relation to handling the cargo

on the vehicle (such as unloading, loading onto another vehicle, storage).

- j) damage incurred on a road not accessible to the public.
3. Exclusions specified in paragraph 1 under letters a) to f) do not apply, if the vehicle was damaged in the time between its misappropriation and its return.

#### ARTICLE 24 Insurance Benefit

1. The insured event established the claim of the authorized person to an indemnity under the insurance.
2. The Insurer shall provide this indemnity in the local currency, within 15 days from the end of investigation into the event to identify the scope of benefits under the insurance, unless an agreement for compensation in kind is agreed (repair or replacement of a thing) or for indemnity in a foreign currency.
3. The residues of damaged or destroyed Objects shall remain the property of the Insured (owner of the vehicle).
4. If the authorized person is at the same time a VAT payer and is entitled, under the law, to the subtraction of a corresponding VAT rate, the insurer shall provide the indemnity without VAT.
5. The insurer may refuse to pay an indemnity or reduce it, if:
  - a) the cause of the insured event is a fact which the Insurer became aware of only after the accident and which they could not identify at the time the policy was concluded because of untrue or incomplete answers to their written inquiries, deliberately or due to negligence, whereby the knowledge of such a fact would have made the Insurer refrain from concluding the Insurance Policy or change its terms and conditions.
  - b) the Policyholder, the Insured or the Beneficiary, or any other person instigated by them or acting as their proxy exercises the right to claim benefits under the insurance states untrue or grossly distorted data concerning the scope of the insured event or withholds essential data concerning this event, even if they do so simply through negligence,
  - c) the vehicle's identifier and specifications of the vehicle from the manufacturer do not match the data in the written policy (e.g. different type of engine, colour, type of chassis, production year, driving side, etc.),
  - d) if the obligations specified in Article 25, paragraph 1, of the VPP conditions are violated.
6. If the Insurer becomes aware of the facts stated in paragraph 5 of this article, letter a) to d) only after they have paid an indemnity under this insurance, they are entitled to request that the insurance benefits be refunded.

#### ARTICLE 25 Obligations of the Policyholder, the Insured and the Beneficiary

1. The Policyholder, the Insured and other authorized persons shall uphold the applicable laws and regulati-

ons with regards to loss prevention and its reduction, they shall especially:

- a) proceed in a way so that they encounter no insured events, especially they shall not violate obligations aimed at the prevention or reduction of the risk of the occurrence of the insured event.
- b) if risk of damage is pending they shall intervene in an adequate manner,
- c) let the Insurer or their authorized person carry out an inspection of the insured vehicle,
- d) if an insured event does happen, they shall not change the state caused by the insured event (only if such intervention reduces damage), they shall wait with the repair of the thing damaged or destroyed by the insured event or during its elimination and respect the instructions from the Insurer, until the Insurer or a person authorized by them to carry out an inspection of the thing, at the latest within 5 days of reporting the insured event. This obligation does not apply to cases when it is necessary to start the repair or elimination of the event as soon as possible due to safety, hygienic or other material concerns. In such cases the authorized person shall prove that such concerns did exist and store damaged things or parts thereof until the insurer or a person authorized by them can execute their inspection, at the latest within 30 days from reporting the insured event, and in respect of the available options they shall document the insured event in another way e.g. by photo,
- e) if there is a suspicion of a crime or an attempted crime in connection with the insured event, they shall report it to the police or other competent authority without undue delay. This does not apply if the criminal proceedings are contingent on the approval from the Policyholder or the Insured,
- f) inform the Insurer without undue delay that criminal proceedings have been initiated in relation to the insured event and inform them on the course and the results of such proceedings;
- g) secure rights against other parties that are transferred to the Insurer, especially the right of the injured party to insurance indemnity pursuant to Article 9, paragraph 1, of the ZPOV, to compensation for damages and to prosecution and settlement or other similar rights.
- h) During the investigation of the insured event the Policyholder shall submit to the Insurer the legitimate report of the Czech Police or of any other competent administrative body on the results of the investigation of the traffic accident or the original record written by policemen at the scene, which will clearly show the extent of liability of the operators of other vehicles involved in the accident.

#### ARTICLE 26 Other provisions

The entitled person may surrender their right to insurance benefits under the POHODA Bez povinnosti (Without Obligations) insurance only on the basis of written consent provided by the Insurer.

## Section II

### Motor vehicle insurance and insurance for transported things

#### Subsection 1 Common provisions

#### ARTICLE 27 Opening provisions

1. Motor vehicle insurance and insurance for transported things is a private insurance arranged to cover losses and damages for the insurable risks listed in the Insurance Policy.
2. Provisions of this subsection 1 - the Common provisions apply to all the following subsections of this section.

#### ARTICLE 28 Scope of the Insurance

1. The Insurer provides benefits under the insurance in this section in the event of damage to the insured thing (vehicle, car windows, luggage) or in the event of financial costs and losses as a result of damage to the Insured thing (rental, GAP).
2. Unless stated otherwise in the Insurance Policy or this section of the VPP conditions, the motor vehicle insurance and insurance for transported things applies to insured events that occur in countries within the geographic area of Europe and Turkey, with the exception of Belarus, Moldavia, Russia and Ukraine. Unless specified otherwise in this section, the geographic ex-

tent of the motor vehicle insurance and insurance for transported things according to the VPP conditions, or its scope as specified in the policy, applies to all complementary insurances under this section.

3. Furthermore, the motor vehicle insurance and insurance for transported things shall not cover damage to the vehicle specified in the Insurance Policy if it is found at any time after the insurance is concluded that the vehicle was or has been provided with other than the identifying data of a vehicle. In such cases the insurance expires on the day when the Insurer informs the Policyholder that they have demonstrably become aware of the facts specified in this article. The parties shall refund one another all mutual benefits paid within the last 3 years until the expiry of the insurance.
4. The motor vehicle insurance and insurance for transported things does not apply to a vehicle listed in the Insurance Policy which is, at any time after the talks, damaged to such an extent that its repair necessitates changes to or modifications of significant parts of the mechanism or structure of the vehicle and that such changes or modifications are not specified in the certificate of roadworthiness of the vehicle. In such cases the insurance expires on the day when the Insurer informs the Policyholder that they have demonstrably become aware of the facts specified in this article. The parties shall refund one another all mutual benefits paid within the last 3 years until the expiry of the insurance.

#### ARTICLE 29 General exclusions from the motor vehicle insurance and insurance for transported things

1. The Insurer shall not pay an indemnity in the following cases:
  - a) nuclear reactions, nuclear radiation or nuclear contamination,
  - b) war, rebellions, insurrection or other violent riots, strikes, lockouts, acts of terrorism (i.e. violent acts motivated especially politically, socially, ideologically, racially, nationally or religiously) or intervention by the state or official power;
  - c) self-help repairs and maintenance
  - d) due to faults in the construction, faults in the materials or production defects of the insured thing,
  - e) faults and damage that had occurred to the insured thing before the conclusion of the insurance, if the Policyholder (the insured), its representatives or executives knew (could know) about them, regardless of whether the Insurer knew or could know about them.
  - f) activities of the vehicle as a working tool,
  - g) functional stress, tests, wear and tear, material fatigue or defects, corrosion or other similar causes,
  - h) explosions of transported explosives or other hazardous substances,
  - i) incorrect operation and maintenance (e.g. incorrect insertion of gears, lack of fuel and other materials needed for operation, wrong placement and attachment of the cargo on the insured or

listed in the preceding paragraph shall be determined as follows:

- trailed (tugged) vehicle, insufficient securing of the vehicle against unprompted movement etc.),
- j) seizure of the engine or parts thereof, especially in relation to leakage of operating media (e.g. as a consequence of penetration of the bottom cover of the engine),
  - k) the vehicle was driven by a person without an adequate driving licence or during a time when this licence was suspended, i.e. the driver was forbidden to drive such a vehicle,
  - l) the vehicle is driven by a person under the influence of alcohol, drugs or other psychedelic or addictive substances, if applicable regulations on the safety and fluency of traffic forbid driving under the influence of such substances, or if the amounts of these substances used were higher than allowed under applicable regulations,
  - m) while driving the vehicle the driver was under the influence of medicines that are on the list of banned substances for vehicle drivers during the time for which this ban applies; the same applies to a medical intervention that rules out driving vehicles for a certain period of time or makes the insured incapable of driving (physically or mentally) and to situations when the insured is not physically fit to drive the vehicle (e.g. because of injury) but still takes the risk,
  - n) the vehicle was driven by a person who refused to undertake tests as required by a member of the Czech Police for the presence of alcohol, psychedelic or psychotropic substances or medicines that are forbidden for drivers of motor vehicles,
  - o) the vehicle was driven by a person who did not refrain from consuming alcoholic drinks and other addictive substances after the accident and before the breathalyser or blood test can be carried out,
  - p) the vehicle is used for criminal activity by the Policyholder, the Insured or the authorized person, including persons living with them in a joint household or dependent on them for sustenance, or any other persons instigated by them,
2. Exclusions specified in the preceding paragraph under letters f) to o) do not apply, if the vehicle was damaged in the time between its misappropriation and its return to the authorized person.
  3. Unless stated otherwise in the Insurance Policy, the insurer shall not provide an indemnity in the following cases:
    - a) damage caused by the operation of a vehicle participating in an organised motorised competition or contest or in preparatory rides for these contests, with the exception of damage caused during such participation, if the driver participating in such a competition or contest has to observe traffic rules,
    - b) damage caused by the operation of the vehicle during its participation in test rides, anti-skid training sessions or rides on enclosed racing circuits where the driver does not have to observe regular traffic rules,
    - c) damage incurred when the vehicle is used for military or other similar purposes,
    - d) damage because of fraud or embezzlement on the part of a party that borrowed the vehicle and did not return it,
    - e) damage if the driver of the vehicle has consumed alcohol, medicines or other intoxicating or addictive substances after a traffic accident and before the arrival of the police, or refuses to undertake, without good reason, tests as required by a member of the Czech Police for the presence of alcohol, psychedelic or psychotropic substances or medicines that are forbidden for drivers of motor vehicles,
    - f) damage as a consequence of the vehicle or its stolen special accessories, if the insured or other authorized person does not inform the competent police department of such theft immediately after its identification,
    - g) damage resulting from the fact that part of the vehicle or its special accessories stored outside the space for the vehicle (garage) have been stolen,
    - h) indirect damage of all types (e.g. lost income, something of value of special interest, lost profit, property loss, impossibility to use the insured thing, etc.) and ancillary expenses (e.g. express fees of all types, costs for legal representation, etc.), unless agreed otherwise in the policy or with the Insurer in individual cases.
    - i) damage to sound, image, data and other similar carriers, including their contents.
  4. In the event of damage to tyres and audio-visual equipment of the vehicle (including displaying units) the Insurer will provide an indemnity only if other parts of the vehicle for which the Insurer is obliged to pay an indemnity were damaged at the same time because of the same cause. The Insurer shall provide no indemnity in the event of damage to or destruction of electric and electronic equipment by short-circuit.

## ARTICLE 30 Insurance Benefit

1. If the insured event happens the authorized person, who is the owner of the vehicle or of the transported things, shall be entitled to an indemnity under the terms and conditions defined in this section of the VPP, in the policy and in other agreements between the Insurer and the Policyholder or an authorized person, if any.
2. If an event occurs that is considered an insured event which establishes a claim to an indemnity by a person who thinks they are the authorized person, they shall report the event to the Insurer without undue delay, presenting true information and an explanation about the origin and scope of the consequences of such an event, about the rights of third parties and any multiple insurance; this person shall also submit the necessary documents to the insurer and proceed in the way specified in the Insurance Policy. If the Policyholder and the insured are not the same person they both share the obligations as described above.
3. The Insurer provides the indemnity in the form of money, namely in the currency of the Czech Republic, within 15 days after the end of the investigation into the event to identify the scope of benefits under the insurance, unless an agreement for compensation in kind is agreed (repair or replacement of a thing) or for an indemnity in a foreign currency.
4. When the right to an indemnity arises the Insurer shall pay the sum calculated according to the relevant provisions in the VPP conditions and the Insurance Policy, the maximum level being dictated by the maximum benefit level.
5. When settling an insured event that occurred to audio-visual equipment, navigating devices, air bags, including controlling units thereof, other electronic components of the vehicle, seats, including holding systems, the Insurer shall provide benefits only against presented documents issued by an authorized service shop, that will document the replacement (repair) of the equipment of the insured vehicle mentioned in this paragraph. If the authorized person decides to sell the non-repaired vehicle after the insured event or if they do not present a document about the repair issued by an authorized repair shop, the Insurer shall pay the indemnity to the authorized person (including corresponding excess and taking into consideration other regulations concerning insurance benefits presented in the VPP conditions or agreed in the Insurance Policy) to the amount corresponding to the decrease in the value of the insured vehicle as a whole by the effect of the insured event on the equipment as specified in the previous paragraph.
6. When settling an insured event in terms of damage caused to audio-visual equipment, navigating devices and wheel rims, the maximum value of these objects for the needs of determining the amount of insurance benefits will be determined according to the specifications of these components in the policy. When the concerned component is not specified in the policy by precise name and acquisition price the Insurer shall base their assessment on the lowest price for the part with a similar function that is normally available on the Czech market.
7. If the insurer, in accordance with the VPP conditions, decides to provide benefits in kind and an insured thing is still replaced or repaired in a manner other than that agreed, the Insurer will provide benefits only to the sum that would be paid if their instructions were followed, or to the amount corresponding to the value of the full reinstatement costs.
8. The amount of the benefit for the vehicle, its parts, including the separately insured wind shield, the usual and special accessories of the vehicle, including parts thereof, shall be determined as follows:
  - a) if the right to an insurance benefit has been established by an insured event that damaged the vehicle to such an extent that the adequate costs for its repair reduced by the usual price for the residuals of the replaced parts of the damaged vehicle are smaller than 80 % of the usual price that the vehicle had immediately before the event the insurer shall pay the sum corresponding to the adequate costs of the repair of the vehicle reduced by the usual price of the fragments of replaced parts of the damaged vehicle.
  - b) if the right to an insurance benefit has been established by an insured event that damaged the vehicle to such an extent that the adequate costs for its repair reduced by the usual price for the residuals of the replaced parts of the damaged vehicle are equal to or higher than 80 % of the usual price that the vehicle had immediately before the event, the insurer shall pay the sum of the usual price reduced by the usual price of the fragments of replaced parts of the damaged vehicle.
9. The amount of insurance benefit under the insurance applying to other tangible things than tangible things

- a) if the right to an insurance benefit has been established by an insured event that caused damage to a tangible thing, the Insurer shall pay the sum needed for its repair, up to the sum corresponding to the usual value the thing had immediately before the event; this sum shall be reduced by the usual price of the fragments of the replaced parts, if any.
  - b) if the right to an insurance benefit has been established by an insured event that caused damage to a tangible thing to the extent that it cannot be restored, or if such a thing has been destroyed or stolen, the Insurer shall pay the sum of the usual value which the thing had immediately before the event; this price will be reduced by the usual price of the remaining fragments of the thing, if any.
10. The remains of damaged or destroyed things remain in the ownership of the owner, unless agreed otherwise.
  11. **Repairs in foreign repair shop** and documents proving the execution of the repair of the insured vehicle in these repair shops are accepted by the Insurer for their full amount, if the option of repairs abroad is specified in the Insurance Policy, or if such repairs takes place on the basis of the explicit consent from the Insurer. If the conditions specified in the previous paragraph are not met, the Insurer shall not consider the costs incurred for the repair abroad as adequate within the scope in which they exceed local prices. The insurer shall pay the indemnity for the costs of the repair that correspond with the usual local prices.
  12. If the authorized person is at the same time a VAT payer and is entitled, under the law, to the subtraction of a corresponding VAT rate, the insurer shall provide the indemnity without VAT; otherwise the Insurer shall provide the benefit including VAT.
  13. The insurer may refuse to pay an indemnity, if:
    - a) the cause of the insured event is a fact which the Insurer became aware of only after the accident and which they could not identify at the time the policy was concluded because of untrue or incomplete answers to their written inquiries, deliberately or due to negligence, if the knowledge of such a fact would have made the Insurer refrain from concluding the Insurance Policy or change its terms and conditions, or
    - b) the Policyholder, the Insured or the Beneficiary, or any other person instigated by them or acting as their proxy exercises the right to claim benefits under the insurance states untrue or grossly distorted data concerning the scope of the insured event or withholds essential data concerning this event, even if they do so simply through negligence,
  14. The day the payment of insurance benefits is refused for reasons specified in paragraph 13 of this article is the day on which the motor vehicle insurance and insurance for transported things becomes invalid.
  15. If the Insurer becomes aware of the facts stated in paragraph 13 of this article, letters a) and b) only after they have paid an indemnity under this insurance, they are entitled to request that the insurance benefits be refunded.
  16. The Insurer shall fully reimburse the costs incurred subject to their written instructions. The costs related to the reporting of the insured event are not considered to be such costs.
  17. The insurer has the right to claim compensation for investigation costs under the conditions specified in the Civil Code.
  18. The Policyholder, the Insured or any other authorized person may transfer receivable benefits from the Insurer to another party only on the basis of prior written approval from the Insurer.

## ARTICLE 31 Insurance indemnity limit

1. The upper insurance indemnity limit of the Insurer means the insurance benefit or the indemnity limit specified in the Insurance Policy, which is determined by the Policyholder.
2. If the upper level of the benefits is expressed by the insurance indemnity limit, it shall apply that in the case of an insured event the limit of indemnity shall be the usual price of the insured thing at the moment the insured event occurs, unless a lower sum is specified in the policy as the indemnity limit.

## ARTICLE 32 Deductibles

1. A deductible may be arranged as a part of the motor vehicle insurance and insurance for transported things.
2. A deductible refers to an agreed sum by which the indemnity is reduced. If the sum of the indemnity does not exceed the sum of the deductible the Insurer shall not provide any benefit to the authorized person.

3. The deductible may be determined as an absolute sum or a proportional part of the benefit or on the basis of the combination of the two methods.
4. The sum of the deductible and the method of its calculation are prescribed in the policy.

### ARTICLE 33 Obligations of the Policyholder, the Insured and the Beneficiary

1. The Policyholder, the Insured and other authorized persons shall uphold the applicable laws and regulations with regards to loss prevention and its reduction, they shall especially:
  - a) proceed in a way so that they encounter no insured events, especially they shall not violate obligations aimed at the prevention or reduction of the risk of the occurrence of the insured event.
  - b) If risk of damage is pending they shall intervene in an adequate manner.
2. The Policyholder (the insured, if not the same person) shall meet the following obligations, unless otherwise prescribed in the Insurance Policy:
  - a) let the Insurer or their authorized person carry out an inspection of the insured vehicle,
  - b) inform the Insurer without undue delay about every change in the conditions under which the motor vehicle insurance and insurance for transported things was arranged, especially if such a change has an impact on the sum of the premium, and make it possible for the Insurer to check documents of a decisive nature in relation to the calculation of the premium,

3. In addition to the obligations specified under applicable regulations, the VPP conditions and the Insurance Policy, the authorized person shall have the following obligations, unless stated otherwise in the policy:
  - a) inform the Insurer without undue delay about the fact that they have several concurrent insurance policies running or that they have consecutively arranged several insurances for the same thing or set of things in the form of motor vehicle insurance and insurance for transported things, the authorized person shall also inform the Insurer about the name of the other insurer, including the insurance limits (insurance benefit limit),
  - b) if an insured event occurs despite all the preventive measures taken, they shall take measures to reduce the damage and make certain that the scope of the damage does not increase, and follow the instructions of the Insurer, if any.
  - c) inform the Insurer without undue delay that an insured event has occurred;
  - d) provide, without undue delay, true explanations of the causes and the scope of the damages, quantify claims for an insurance benefit, present documents required to examine the circumstances relevant for the assessment of the claim for an insurance benefit and its amount, submit to the Insurer a list of all damaged, destroyed, stolen and lost things, indicating the year of acquisition and the acquisition price, and allow the Insurer to make copies of these documents and allow the Insurer to carry out investigations as required to determine the claims and damage;
  - e) if there is a suspicion of a crime or an attempted crime in connection with the insured event, they shall report it to the police or other competent authority without undue delay. This does not apply if the criminal proceedings are contingent on the approval from the Policyholder or the Insured, inform the Insurer without undue delay that criminal proceedings have been initiated in relation to the insured event and inform them on the course and the results of these proceedings;
  - g) inform the Police immediately that the insured things has been misappropriated or is missing in relation to the insured event, the reporting of which shall take place in the location where the fact was identified for the first time, and do their best according to instructions from the Insurer in order to get the thing back,
  - h) secure rights against other parties, if such rights are transferred to the Insurer, especially the right for damages, prosecution and settlement;
  - i) inform the insurer without undue delay that the stolen or missing thing to which the insured event applied has been found. If the authorized person has already received an indemnity for such a thing they shall refund it. If the insured thing is damaged in the time between the insured event and the return of the thing to the authorized person, the authorized person shall return the provided indemnity reduced by adequate costs for the repair of the thing, or they shall return the value of the fragments if the thing was destroyed during the given time. The minimum they shall return is the sum approved by the Insurer as the sales price of the thing.

### ARTICLE 34

#### Blockage of indemnity

1. Indemnity under the Insurance Policy may be blocked for the benefit of a third party. Blockage shall refer to a situation in which the Insurer pays the insurance benefit or the surrender value to the third person to whose benefit the insurance benefit has been blocked (conditional creditor), unless the conditional creditor gives consent to the payment of the insurance benefit to the Beneficiary in accordance with the Insurance Policy. The Insurer shall meet their obligation toward the beneficiary by paying the insurance benefit to the conditional creditor.
2. The insurance benefit can be only blocked at the Policyholder's request. If the Policyholder and the insured are different persons, it is only possible to block the insurance benefit with the approval of the Insured.
3. Blockage may be cancelled only with the consent of the conditional creditor.
4. Blockage or cancellation thereof will be executed by the Insurer after the approval from the concerned person is delivered. Blockage becomes effective after the Insurer confirms the blockage request, and the blockage is cancelled on the day the Insurer confirms a written request to that purpose.
5. The scope of insurance under a blocked Insurance Policy may only be changed on the basis of written consent from the conditional creditor.

### Subsection 2

#### Motor damage insurance

### ARTICLE 35

#### Opening provisions

The motor damage insurance is a private insurance arranged to cover losses and damages for the insurable risks listed in the Insurance Policy.

### ARTICLE 36

#### Things insured and the scope of insurance

1. The motor damage insurance applies to the vehicle stated in the policy, which is specified by the identifier that is assigned to it by the competent authority of the Czech Republic on the basis of the valid certificate of roadworthiness i.e. by licence plate mark, unless specified otherwise in the Insurance Policy, to its parts and obligatory equipment (hereinafter referred to as the „vehicle“). The motor damage insurance shall apply to other accessories (hereinafter referred to as „special accessories“) only if they are specified in the policy and they were firmly fixed to the vehicle at the time of the insured event. The motor damage insurance applies to transported things, only if this is specified in the Insurance Policy.
2. The motor damage insurance is offered in several basic variants - the scope of insurance for individual variants is summed up in the following table:

Variant	Insured risk		
	Breakdown + vandalism	Misappropriation	Elements (Živel)
All Risk	Yes	Yes	Yes
Breakdown + elements	Yes		Yes
Misappropriation + elements		Yes	Yes
Misappropriation		Yes	
Elements (Živel)			Yes

### ARTICLE 37

#### Expiry of Motor damage Insurance

1. Unless specified otherwise in the policy and for reasons specified in the Civil Code and in Article 3 of these VPP, the expiry of the motor damage insurance takes place when:
  - a) the insured thing ceases to exist (e.g. due to destruction or liquidation)
  - b) by misappropriation
  - c) by termination of the activity of the Insured, as specified hereinafter,
  - d) on the day the Insurer is informed that the title to the insured thing has been transferred, unless stated otherwise in the following paragraphs.
2. **Termination of the activity of the insured** refers to the day at 12.00 am (midnight), when:
  - a) in the case of legal entities entered in the public register maintained by the authorities of the Czech Republic: the decision to erase the entity from a register has become legally effective, or another legal fact has come into effect which has the same effect,
  - b) in the case of legal entities that are not entered into the commercial register: on the day the founder decides on their dissolution,

- c) with natural persons – entrepreneurs, who are registered in the public register: on the day the decision to erase such a person from the register takes effect,
- d) with natural persons – entrepreneurs, who are not registered in the public register: on the day the decision to terminate the business activity is made,
- e) With legal entities registered outside the territory of the Czech Republic: on the day this entity ceases to exist pursuant to applicable regulations of the country where this entity has its registered office.

3. If the Policyholder and the lessee under lease contract for the vehicle are the same person, the motor damage insurance does not expire at the moment the owner of the vehicle changes, unless the Policyholder or the Insurer informs the other party in writing within 30 days of such a change that they intend to terminate the insurance. The motor damage insurance expires on the day a notice to that effect is delivered to the Insurer or the Policyholder.
4. If the owner of the vehicle who was also the Policyholder dies, the inheritor of the vehicle assumes the position of the owner as well as the position of the Policyholder. The motor damage insurance does not expire at the moment the owner of the vehicle changes, unless the inheritor informs the Insurer within 1 year of the change of title that they wish to terminate the insurance. The motor damage insurance expires on the day a notice to that effect is delivered to the Insurer.
5. If the owner of the vehicle who was not the Policyholder dies, the motor damage insurance does not expire at the moment the owner of the vehicle changes, unless the inheritor informs the Insurer in writing within 1 year of the change of title that they wish to terminate the insurance. The motor damage insurance expires on the day a notice to that effect is delivered to the Insurer.

### ARTICLE 38

#### Accepting a recommended repair shop

1. The Insurance Policy may stipulate that the Insured will use a repair shop recommended by the Insurer to eliminate the consequences of an insured event and in return the Insurer shall provide a discount on the insurance premium.
2. In such cases the Insured is obliged to use the recommended repair shop when wishing to eliminate the consequences of the insured event. If the insured does not do so the Insurer will reduce the indemnity under the insurance by the sum of the provided discount.
3. The Insurer maintains the list of recommended repair shops and regularly updates it. The current list is available at [www.ceskapojistovna.cz](http://www.ceskapojistovna.cz).

### ARTICLE 39

#### Taking the history of previous insured events under the motor damage insurance into consideration

1. The history of insured events is taken into account when the policy is arranged, if the policy says so, according to the criteria presented in the following table.
2. Bonus / penalty grade

Code of bonus / penalty grade	Decisive time in months	Premium discount	Premium surcharge	Level of premium
B10	120 and more	50%		50 %
B9	108 to 119	45 %		55 %
B8	96 to 107	40 %		60 %
B7	84 to 95	35 %		65 %
B6	72 to 83	30 %		70 %
B5	60 to 71	25 %		75 %
B4	48 to 59	20 %		80 %
B3	36 to 47	15 %		85 %
B2	24 to 35	10 %		90 %
B1	12 to 23	5 %		95 %
B0	0 to 11	0 %	0 %	100 %
M1	-12 to -1		10 %	110 %
M2	-24 to -13		20 %	120 %
M3	-36 to -25		40 %	140 %
M4	-48 to -37		70 %	170 %
M5	less than -48		100 %	200 %

3. **Decisive event** is a loss event related to the payment of benefits on the basis of which the length of the **decisive period is reduced by 36 months**, while the loss events which happened because of the following reasons shall not be considered a decisive events:
  - a) misappropriation of the vehicle, vandalism or unintentional damage by a third party, establishing the

- Insurer's right to claim damages from a known person or entity,
- the result of a natural disaster,
  - the result of an insured event for which no indemnity has been provided
  - the result of any other insured event from which the Insurer receives the right to claim damages from a known person or entity.

#### ARTICLE 40

##### Securing the vehicle

- If the Policyholder undertakes, in the Insurance Policy, to install and operate on their vehicle functional security devices or security systems, in the event that the insured event of misappropriation occurs, the devices and the systems shall refer to the equipment mentioned in any of the following provisions:
  - mechanical security system firmly attached to the chassis that blocks the gears of the vehicle when locked (in the policy this kind of equipment is called „mechanical security“). An automatic gearbox cannot be considered to be mechanical security.
  - hidden electronic security system that shall provide for localization of the vehicle and its active monitoring independently of the authorized person. In the event of unauthorized entry into the vehicle and its alienation the system shall immediately inform the authorized persons, i.e. the owner of the vehicle or its operator, and other persons. The system shall cover at least the territory of the Czech Republic (this device shall be called „passive seeking system“),
  - hidden electronic security system that shall provide for localization of the vehicle and its active monitoring independently of the authorized person. In the event of unauthorized entry into the vehicle and its alienation the system shall immediately inform the administrator of the security system and possibly other persons to which it is continuously connected; the system should also be able to send a signal other than GSM. The system shall cover at least the territory of the Czech Republic (this device shall be called „active seeking system“),

- All devices mentioned in the previous paragraph shall be provided with adequate certificates and permits for installation into the type of vehicle insured and shall be installed by an entity properly authorized for this type of work.
- The Insurer may make the acceptance of the vehicle under the insurance contingent on its security equipment conforming to the conditions described in paragraph 1 of this article, or by another security system that conforms to the conditions specified in paragraph 2 of this article.
- if the vehicle is secured above the standards required by the Insurer this fact shall be reflected in the discount on the insurance premium according to current rules.
- If a discount on the premium is granted for the installation of the device specified in paragraph 1 of this article the discount is already included in the premium price specified in the policy.
- If any discount on the premium has been granted in relation to the installation of a security device the Policyholder undertakes to check and service the security equipment according to the manufacturer's instructions.
- If the insurer has provided a discount on the premium in relation to the Policyholder's undertaking to install security equipment, the Insurer may request that the authorized person prove that the security devices for which the discount was provided were installed and functional on the vehicle at the moment of the insured event. The Insurer may also request that the authorized person proves that functional tests of this security equipment were performed in accordance with the manufacturer's instructions. If the requested evidence is not submitted the Insurer may reduce the indemnity provided while the proportional increment (%) to the premium corresponds to the sum of the discount in %, which was provided for the installation of the security equipment.

#### Subsection 3

##### Insurance „Čelní sklo“ (Windscreen) and „Všechna skla“ (all windows)

#### ARTICLE 41

##### Opening provisions

The windscreen insurance or all windows insurance may be arranged in the Insurance Policy as complementary insurances to cover damage and loss.

#### ARTICLE 42

##### Insured risks, the scope of insurance, insurance indemnity limit

- The „windscreen“ insurance applies only to the front glass window of the insured vehicle that is attached to the vehicle in the original way.

- The „all windows“ insurance applies to front, side and rear windows used to look out of the insured vehicle specified in the policy that are attached to this vehicle in the original way, with the exception of sunroofs.
- The windows specified in the preceding paragraphs 1 and 2 (hereinafter jointly referred to as „windows“) refers to only the window panes that are designed and approved for the given type of the car and equipped with corresponding certificates for the given type.
- Unless specified otherwise in the Insurance Policy, the insurance is arranged to cover the following risks to the windscreen (the windscreen insurance) or insured windows (all windows insurance):
  - accident,
  - natural disasters.
- The Insurer shall provide insurance benefits under the terms of the Insurance Policy and the VPP conditions up to the insurance benefit limit specified in the Insurance Policy.
- If the insurance for the windows is arranged together with the motor damage insurance it shall apply only to such damage that is not claimed under the motor damage insurance.
- With the windscreen insurance and all windows insurance the Insurer shall not provide an indemnity for damage to things bonded with the windows of the vehicle (toll stickers, rear-view windows, protective foils and screens), additional adjustments of the glass such as toning, etching, sandblasting etc. Moreover, the insurer shall not cover subsequent damage caused by the glass (scratches on the surface finish, upholstery etc.)

#### Subsection 4

##### Insurance „Zavazadla“ (Luggage) and „Zavazadla při dopravní nehodě“ (Luggage in an accident)

#### ARTICLE 43

##### Opening provisions

The luggage insurance and the luggage in an accident insurance may be negotiated as supplementary insurance to cover losses and damage.

#### ARTICLE 44

##### Insured risks, the scope of insurance, insurance indemnity limit

- Unless specified otherwise in the policy, the luggage insurance and the luggage in an accident insurance are arranged against insured risks to insured transported things.
  - natural disasters,
  - misappropriation,
  - loss,
  - destruction or damage,
- The „luggage“ insurance applies to things of all persons travelling in a car. The insurance does not cover the cargo and special accessories of the vehicle.
- The „luggage in an accident“ insurance applies to things of all persons travelling in the vehicle which they have „on them“ at the moment of the accident. The insurance does not cover the cargo and special accessories of the vehicle.
- Insurance benefit limits and deductibles, if any, are agreed in the Insurance Policy.

#### ARTICLE 45

##### Special Exclusions from Insurance

- With the „Zavazadla“ (Luggage) insurance and with the „Zavazadla při dopravní nehodě“ (Luggage in an accident) insurance the Insurer will not provide any indemnity if the damage in question has been caused to:
  - valid local or foreign bank bills, bank notes and circulating coins, precious metals and objects made thereof, pearls and precious stones,
  - securities, duty stamps and other similar documents, e.g. bankbooks and cheque books, bills of exchange and payment cards,
  - passports, driving licences, travel tickets, air tickets and other documents and ID cards of all types (nor shall the insurer participate in costs to re-obtain these documents or secure copies thereof),
  - other paper documents, plans, business books, registers and drawings,
  - things used to perform a profession or gainful activity,
  - works of art, works of special cultural or artistic value, collections and items collected by collectors,
  - arms, including their accessories and ammunition,
  - things improperly loaded or stored (including damage caused by improper attachment),
  - audio-visual equipment, including computer technology of all types,
  - records on sound, picture, data and similar storage devices,
  - animals.

#### ARTICLE 46

##### Special interpretation provisions

Transported thing refers to a thing located in the vehicle during travel, i.e. from the moment of the vehicle leaving its location to the moment of its return to its typical location, on condition that this thing has relation to the purpose of the trip.

Loss shall refer to a situation when the Policyholder, the insured or an authorized person in relation to the traffic accident loses the option to control the insured thing against their wishes.

#### Subsection 5

##### Rental insurance while vehicle is repaired

#### ARTICLE 47

##### Opening provisions

Rental insurance while vehicle is repaired (hereinafter referred to as „rental insurance“) can be arranged within the Insurance Policy as complementary insurance against damage and loss.

#### ARTICLE 48

##### Insured dangers, the scope of insurance, indemnity limit

- The rental insurance applies to compensation for costs incurred by the insured for the hire of a substitute vehicle as a result of the damage to the vehicle specified in the policy, whereby:
  - such damage occurs as a consequence of the insured event and makes the operation of the vehicle on roads impossible since the car is incapable of self-propelled movement or because of another reason that makes the vehicle technically unfit for operation on roads according to the Act on road traffic;
  - the consequences of the insured event are eliminated on the territory of the Czech Republic using authorized repair shops or repair shops in the position of being a contractual partner to the Insurer;
  - the period of repair of the insured vehicle related to the insured event **exceeds two days**, i.e. 16 NH (standard hours), according to the time standards for the related damage defined by the car manufacturer.
- The indemnity limit is determined in the Insurance Policy for the entire insured period regardless the number of insured events.
- The rental insurance refers only to the hire of a vehicle of the same category as the insured vehicle. If the authorized person borrows a vehicle of a higher category the Insurer shall only cover the part that would be paid if the authorized person hired the car of the same category. If the authorized person hires a car of a lower category this shall have no influence on the benefit provided by the Insurer, nor has this fact any influence on the sum of the deductibles.
- The rental insurance applies only to cases when the authorized person borrows a vehicle from an entity for which hiring cars is the subject of the business (one of the business activities).
- The insurance benefit provided by the Insurer is provided up to the amount of the rental usual at the given time and place, at the most **CZK 1500/day** excluding VAT.
- The maximum length of the hire shall correspond to the period of usual repair of the vehicle according to relevant time standards of the manufacturer and this period does not envisage any idle periods related to the capacity of the garage executing repairs on the vehicle incl. the capacities of any subcontractors. Moreover, this period does not include idle times related to the delivery of parts needed to carry out the repair.

#### Subsection 6

##### Vehicle insurance „GAP“ and „GAP Fleet“

#### ARTICLE 49

##### Opening provisions

The „GAP“ and „GAP Fleet“ insurances may be negotiated as supplementary insurance to cover losses and damage.

#### ARTICLE 50

##### Insured dangers, the scope of insurance

Unless agreed otherwise in the policy, the insured danger under this insurance are the financial losses that arise in relation to the occurrence of the insured event covered by the primary insurance as total damage.

#### ARTICLE 51

##### Insurance Period, Beginning and End of Insurance

- Unless stated otherwise in the Insurance Policy, the „GAP“ insurance is arranged for a definite period of 36 calendar months and the „GAP fleet“ insurance



for the period identical to the effective period of the primary insurance, at most 60 calendar months.

- The insurance ends pursuant to the relevant legislation and also pursuant to the discharge of the primary insurance.

#### ARTICLE 52

##### Subject matter of insurance

The insurance applies to a new vehicle, its parts and accessories forming its usual or obligatory equipment (hereinafter referred to as the „vehicle“) that is the subject of the primary insurance. Other accessories (hereinafter referred to as „special accessories“) are included only if the Insurance Policy specifies so.

#### ARTICLE 53

##### Special Exclusions from Insurance

With the „GAP“ insurance and the „GAP Fleet“ insurance the Insurer shall not provide an indemnity for:

- an insured event that does not constitute a claim to an insurance benefits under the primary insurance,
- the sum by which the Insurer reduces the indemnity because of non-conformity to contractual obligations on the part of the Policyholder/Insured,
- costs covered by another insurance or any other financial losses covered from other resources, including the reimbursement of VAT,
- accessories that were not installed on/in the vehicle at the time the Insurance Policy was concluded,
- accessories and special kits supplied and installed in the vehicle after the initial date of the „GAP“ or „GAP Fleet“ insurance.

#### ARTICLE 54

##### Insurance Benefit

- The insurance benefit with „GAP“ insurance corresponds to the difference between the acquisition price determined by the Insurer and the usual price determined by the Insurer as the basis for the calculation of the benefit under primary insurance. The benefit limit represents the highest amount of an indemnity and amounts to at most 50 % of the vehicle's acquisition price, and never more than CZK 600 000, unless stated differently in the policy.
- The benefit under the insurance variant **“GAP Fleet“ type A** corresponds to the difference between the acquisition price and the usual price determined by the Insurer as the basis for the calculation of the benefit under the primary insurance. The benefit limit represents the highest amount of an indemnity and amounts to:

- at most 50 % of the acquisition price during the effective period of insurance for a period of up to 36 calendar months,
- at most 70 % of the acquisition price during the effective period of insurance for a period of between 37 - 60 calendar months,

- The benefit under the insurance variant **“GAP Fleet“ type B** corresponds to the difference between the accounting price and the usual price determined by the Insurer as the basis for the calculation of the benefit under the primary insurance. The benefit limit represents the highest amount of an indemnity and amounts to at most 50 % of the vehicle's accounting price.
- If so specified in the Insurance Policy, the insurance benefit under the „GAP fleet“ insurance includes the financial losses that represent the deductibles in the primary insurance according to Article 32 of the VPP conditions.
- If the insurance benefit for total damage of the insured vehicle is covered by the liability insurance of the culprit and, under these VPP conditions, the claim to insurance benefits is covered by the primary insurance, the authorized person may claim the difference between the acquisition price and the usual price of the vehicle in accordance with this subsection of the VPP conditions.

#### ARTICLE 55

##### Special interpretation provisions

**New vehicle** refers to a new factory manufactured vehicle, if no more than 30 days passes between the date of first registration in the CR and the conclusion of „GAP“ or „GAP Fleet“ insurance and if it was bought within the network of authorized dealers for the factory make in the CR.

**Primary insurance** refers to the motor damage insurance arranged with the Insurer, valid and effective for the entire time of the duration of this insurance.

**Acquisition price** refers to the price for the vehicle stated on the invoice / tax document or the purchase contract that relates to the vehicle and accessories approved by its manufacturer. The acquisition price does not include any other supplements as accessories, services or fees related to the acquisition of the vehicle.

**Total damage** refers to the damage to the vehicle if the vehicle has been destroyed or misappropriated, unless found within 30 calendar days.

**Accounting price** refers to the financial value of the vehicle registered by the owner in the accounting records at the moment of the insured event. The accounting value does not include any other services or fees that have been obtained in relation to the vehicle.

#### Subsection 7 Insurance „Štřet se zvířii“ (animal collision insurance)

#### ARTICLE 56

##### Opening provisions

The „Animal collision“ insurance may be negotiated as supplementary insurance to cover losses and damage.

#### ARTICLE 57

##### Insured risks, the scope of insurance, insurance indemnity limit

- Unless specified otherwise in the Insurance Policy, the insured danger under this insurance is the damage to or destruction of the insured object or part thereof as a result of the effect of external forces during a collision with an animal on the road.
- The insurance benefit limit and the deductibles, if any, are agreed in the Insurance Policy.
- The insurance benefit limit is arranged for all losses in the course of the insurance period.
- If the animal collision insurance is arranged together with the motor damage insurance it shall apply only to such damage that is not claimed under the motor damage insurance.
- The insurance applies to a vehicle specified by its identifier, stated in the insurance policy, its parts and accessories forming its usual and obligatory equipment (hereinafter referred to as the „Vehicle“). Other accessories (hereinafter referred to as „special accessories“) are included only if the Insurance Policy specifies so.
- The Insurance covers insured events occurring on the territory of the Czech Republic.

#### ARTICLE 58

##### Special Exclusions from Insurance

The Insurer shall not provide any indemnity if the loss event has not been investigated by the Police, nor was it immediately reported to the Assistance Service of the Insurer at telephone number (+420) 841 114 114, while the driver did not wait for the arrival of the Police or the Assistance Service at the location of the traffic accident, unless leaving the place was justified for serious reasons, nor did they return immediately to the scene having been provided with or secured first aid treatment.

## Section III

### Assistance service insurance

#### ARTICLE 59

##### Opening provisions

- The Assistance insurance may be arranged in the Insurance Policy as supplementary insurance to insurance variants POHODA Klasik, POHODA Special, POHODA SOS and POHODA SOS PLUS.
- The Assistance POHODA Klasik insurance established under these VPP conditions shall cover every vehicle for which the following insurance variants have been arranged pursuant to the VPP conditions: motor damage insurance in the variant All Risk or All Risk 6+ or Accident and elements or Misappropriation and elements, or motor vehicle liability insurance in variants other than Start or TOP, unless agreed otherwise in the Insurance Policy.
- The Assistance POHODA Special insurance established under these VPP conditions shall cover every vehicle for which the following insurance variants have been arranged pursuant to the VPP conditions: motor damage insurance in the variant All Risk or All Risk 6+ or Accident and elements or Misappropriation and elements, if motor vehicle liability insurance has been arranged too in variants other than Start or TOP, unless agreed otherwise in the Insurance Policy.
- Authorized person** for the utilisation of assistance services refers to any person travelling in the insured vehicle, the maximum number of authorized persons shall not be higher than the number of seats specified in the certificate of roadworthiness of the insured vehicle.

#### ARTICLE 60

##### The scope of insurance, insurance benefits

- The Insurer provides assistance services via its contractual partner on the contractually defined territory of the Czech Republic and on the geographical territory of other countries of Europe in which the Insurer or its contractual partners have arranged agreements on the provision of assistance services to clients of the Insurer.

- The assistance services are provided on the basis of a phone request from the authorized person to the telephone number specified for this purpose by the Insurer, 24 hours a day. This telephone number is communicated to the Policyholder in a suitable way, while the Insurer shall be entitled to change this phone number.
- The Insurer shall inform the policyholder of the change of this telephone number in advance and in sufficient time.
- The assistance services are provided within the scope that corresponds with the empty and unloaded vehicle.
- The authorized person shall, after the services have been provided, confirm the execution thereof on the spot and check their correctness specifying their identification data on the invoice or other financial document concerning the provision of assistance services.
- If an insured event occurs on the contractually defined territory because of **breakdown** of a vehicle under this insurance, the authorized person shall be entitled to assistance services provided by a contractual partner of the Insurer to the following degree:
  - securing a mechanic and paying for their work within the scope defined in the table Scope of Assistance Insurance that is necessary to eliminate the consequences of the breakdown of the insured vehicle on the spot in order to make the vehicle roadworthy as soon as possible; the authorized person shall be charged for the costs of spare parts.
  - securing and paying for towing services for the disabled vehicle at the place of breakdown all the way to the nearest authorized service garage in which the vehicle can be repaired, but only up to the distance specified in the table Scope of Assistance Insurance, unless the Insurer and the provider agree differently in a specific case,
  - Moreover, the Insurer shall cover the costs of the storage and security of the vehicle for the time and up to the sum that are specified in the table

- Scope of Assistance Insurance, d) passing a message to a near person, i.e. the person that should be made aware of the problems of the authorized persons. Neither the Insurer nor their contractual partner shall be liable for damages as a result of the impossibility to deliver such a message; however in such cases the Insurer, or their contractual partner, shall inform the authorized person that it is impossible to pass on the message.
- Within the arranged insurance Assistance POHODA SOS PLUS** the insurer shall pay not only services pursuant to paragraph 6 but also the costs on the ordered tow-away, up to the amount equivalent to **10 000 EUR**.
- Assistance services specified in paragraph 6 of this article outside the territory of the Czech Republic for insurance **Assistance POHODA Special** shall be provided only to these classes of vehicles - passenger cars, freight vehicles with permissible loading capacity up to 3 500 kg, motorcycles, trikes and quads.
- If an insured event occurs on the contractually defined territory because of **accident or natural disaster** of a vehicle under this insurance, the authorized person shall be entitled to assistance services provided by a contractual partner of the Insurer to the following degree:
  - securing a mechanic and paying for their work within the scope defined in the table Scope of Assistance Insurance that is necessary to eliminate the consequences of the accident of the insured vehicle on the spot in order to make the vehicle roadworthy as soon as possible; the authorized person shall be charged for the costs of spare parts and if the Insured claims reimbursement under insurance against accidents the costs of spare parts shall be reimbursed in accordance with the conditions of this insurance, if they are related to the accident in question,
  - securing and paying for the extrication of the vehicle from the place of accident and its re-

location to the road. The following assistance services are provided to authorized persons **only under insurance Assistance POHODA SOS and POHODA SOS PLUS**,

- c) securing and paying for the towing away of the disabled vehicle from the place of the accident to the nearest contractual, or authorized service garage in which the vehicle can be repaired, however up to the distance specified in the table Scope of Assistance Insurance, unless the Insurer and the provider agree differently for a specific case, especially in relation to the settlement of an insured event under collision insurance, while the towing away refers to loading, transport and unloading of the vehicle. Loading the vehicle does not mean, especially with freight and special vehicles, its mere extrication, i.e. returning the vehicle back to the road or returning an overturned vehicle back to its standard operating position,
- d) an insurance benefit when repairing the vehicle after an accident is not reasonable or possible e.g. because it is not economical or possible (total destruction, theft) as follows:
  - securing relevant administrative issues related to the leaving of a disabled or destroyed vehicle abroad and settlement of related fees up to 5 % of the usual price of the vehicle immediately before the damage,
- e) moreover, the Insurer shall cover the costs of the storage and security of the vehicle for the time and up to the sum that are specified in the table Scope of Assistance Insurance,
- f) if the operation of the vehicle abroad causes damage the authorized person is entitled to the legal assistance of a solicitor and/or interpreter, if they are prosecuted under criminal or administrative proceedings related to such damage. The Insurer shall cover costs for legal assistance and interpreting services up to the sum equivalent to the figure stated in the table Scope of Assistance Insurance,

- g) The Insurer shall, at their expense and at the request of the authorized person, secure interpreting over the telephone for cases when the authorized person deals with the police or authorities of public administration, if such dealings result from the accident or theft of the vehicle. The provider secures mutual interpreting over the phone from Czech into English, German and French; and possibly into other languages if agreed so between the provider and the authorized person. The provision of this service is not contingent on the vehicle having been disabled due to the accident,
- h) passing a message to a near person, i.e. the person that should be made aware of the problems of the authorized persons Neither the Insurer nor their contractual partner shall be liable for damages as a result of the impossibility to deliver such a message; however in such case the Insurer, or their contractual partner, shall inform the authorized person that it is impossible to pass on the message.

**10. Within arranged insurance Assistance POHODA SOS PLUS** the insurer shall pay not only services pursuant to paragraph 9 but also the costs for the ordered tow-away, up to the amount equivalent to **EUR 10 000**.

11. If an insured event occurs on the contractually defined territory **outside the Czech Republic** because of **misappropriation** of a vehicle under this insurance, the authorized person shall be entitled to assistance services provided by a contractual partner of the Insurer as follows:
  - a) consultancy service within which the provider shall secure, on the instructions from the Insurer, that the misappropriation of the vehicle is reported to relevant authorities,
  - b) furthermore, the provider shall secure payment of accommodation for two nights for authorized persons, however at most up to the sum set in the table Scope of Assistance Insurance for one night's accommodation and one person.

12. The insurer or their assistance partner shall decide what services are purposeful, possible, adequate and in what way and to what extent the service shall be provided.

#### ARTICLE 61

##### Exclusions from insurance

1. The Insurer shall provide no indemnity in cases specified in article 29 of the VPP conditions and in the following cases:
  - a) services provided without the approval of the Insurer or their contractual partner,
  - b) assignment of the claim of an authorized person in the form of assistance service, a part thereof or the right to the reimbursement for such service to another party without the Insurer's consent,
  - c) services provided without legal grounds,
  - d) reimbursement for fuel and tolls,
  - e) damage caused by an unapproved accessory or spare part the technical fitness of which had not been approved by the competent authorizing authority,
  - f) an authorized person caused the damage on purpose while attempting suicide,
  - g) services provided in relation to the handling of the cargo with regards to the vehicle (e.g. unloading, loading onto another vehicle, storage).

#### ARTICLE 62

##### Other provisions

1. If an insurance benefit is provided in a foreign currency the conversion to the Czech currency shall be based on the exchange rate of the Czech National Bank on the day the assistance service is requested by the authorized person.
2. If the Insurer or their contractual partner provides insurance benefits specified in this section III without legal grounds, the Policyholder shall refund the sum paid by the Insurer or their contractual partner for the provided assistance service.
3. If the insured event happens to a towed vehicle the assistance under this section III shall be provided only if the towed vehicle has been insured with the Insurer.

**Table Scope of Assistance service insurance**

	Asistence	POHODA Klasik	POHODA Special	POHODA SOS	POHODA SOS PLUS
ACCIDENT	Arrival and departure of mechanic and his work	yes, max. 2 hrs work	yes, max. 2 hrs work	yes, max. 3 hrs work	yes, max. 4 hrs work
	Towing to the nearest authorized repair shop where the vehicle can be repaired	yes, max. up to 50 km	yes, max. up to 500 km	yes	yes
	Extrication of the vehicle	no	no	yes	yes
	Interpreting over the telephone	yes	yes	yes	yes
	Storage and security of vehicle	yes, max. 10 days / EUR 20 per day	yes, max. 10 days / EUR 20 per day	yes, max. 20 days / EUR 20 per day	yes, max. 25 days / EUR 25 per day
	Reimbursement of costs on leaving destroyed vehicle abroad	yes, fees cover up to 5 % of time price of vehicle	yes, fees cover up to 5 % of time price of vehicle	yes, fees cover up to 5 % of time price of vehicle	yes, fees cover up to 5 % of time price of vehicle
	If repair abroad to be longer than 8 hours transport of the vehicle into the nearest Czech garage	no	no	no	no
	Passing a message to a near person, i.e. the person that should be made aware of the problems of the authorized persons	yes	yes	yes	yes
	Legal assistance	yes, up to EUR 1 000	yes, up to EUR 1 500	yes, up to EUR 2 000	yes, up to EUR 2 500
	Transport of authorized person back to the CR	no	no	no	no
	Procuring a foreign driver	no	no	no	no
	Storage of cargo, financial loan, sending of parts	no	no	no	no
	POHODA Bez povinností (Without Obligations)	no	no	no	yes 3)
	Ordered tow-away	no	no	no	yes, up to EUR 10 000
MISAPPROPRIATION	Paying accommodation for two nights for authorized persons.	up to sum equivalent to EUR 70 per night per person.	up to sum equivalent to EUR 100 per night per person.	up to sum equivalent to EUR 100 per night per person.	up to sum equivalent to EUR 100 per night per person (max. 2 days)
	Consultancy services, passing a message	yes	yes	yes	yes
	Interpreting over the telephone	yes, as part of consultancy services	yes, as part of consultancy services	yes, as part of consultancy services	yes, as part of consultancy services
	Hiring a substitute vehicle	no	no	no	no
BREAKDOWN	Arrival and departure of mechanic and his work	no	yes, max. 2 hrs work <sup>1)</sup>	yes, max. 3 hrs work	yes, max. 4 hrs work
	Passing a message to a near person, i.e. the person that should be made aware of the problems of the authorized persons	no	yes <sup>1)</sup>	yes	yes
	Towing to the nearest authorized repair shop where the vehicle can be repaired	no	yes, max. up to 50 km <sup>1)</sup>	yes, max. up to 100 km	yes, max. up to 150 km
	Storage of cargo, financial loan, sending of parts	no	no	no	no
	Procuring a foreign driver	no	no	no	no
	Storage and security of vehicle	no	yes, max. 10 days / EUR 20 per day <sup>1)</sup>	yes, max. 20 days / EUR 20 per day	yes, max. 25 days / EUR 25 per day
	Mechanical penetration of tyre	yes <sup>2)</sup>	yes	yes	yes
Ordered tow-away	no	no	no	yes, up to EUR 10 000	

1) Applicable on the territory of the CR to all vehicle categories, outside the territory of the CR applicable only to - motorcycles, trikes, quads, passenger cars and freight vehicles up to 3 500 kg

2) Applies to vehicle category - passenger cars and freight vehicles up to 3 500 kg

3) POHODA Bez povinností (Without Obligations) insurance - shall be governed by Section I, subsection 2 of the VPP conditions

# Section IV

## Accident insurance for transported persons

### Subsection 1 Common provisions

#### ARTICLE 63 Opening provisions

1. Accident insurance for transported persons may be arranged in the Insurance Policy as complementary fixed sum insurance for insurance variants „Accident insurance“, „Accident insurance - limited scope“ and „Accident insurance of the driver“.
2. Adequate common provisions specified in part A of the VPP conditions (with the exception of article 7 Taking into consideration the history of previous insured) shall be applied to accident insurance for transported persons.
3. The accident insurance of transported persons is arranged as group insurance. For the purposes of accident insurance for transported persons the group shall mean a group of persons transported in the vehicle specified in the Insurance Policy at the time of the insured event (for the variant „accident insurance for the driver“ it refers to the driver).
4. The insurance variant „Accident insurance for the driver“ includes every vehicle for which liability insurance has been arranged with the Insurer pursuant to the VPP conditions in variant Standard, or in combination with motor damage insurance in basic variant All Risk or Accident and elements or Misappropriation and Elements, or liability insurance has been arranged in a variant other than Standard, Start, or TOP in combination with accident insurance in basic All Risk variant. 5. The insurance variant „Accident insurance - limited scope“ includes every vehicle for which liability insurance has been arranged with the Insurer pursuant to these VPP conditions in a variant other than Standard, Start or TOP, or motor damage insurance in the basic All Risk variant, or liability insurance has been arranged in variant Standard, Start, or TOP in combination with accident insurance in the basic All Risk variant, or liability insurance has been arranged in a variant other than Standard, Start, or TOP in combination with accident insurance in the basic All Risk variant or Accident and elements or Misappropriation and elements.

#### ARTICLE 64 Scope of the Insurance

Accident insurance of transported persons is arranged for insured risks specified in the VPP conditions.

1. Insured persons under the insurance variants „Accident insurance“ and „Accident insurance – limited scope“ are the driver and persons transported by the motor vehicle (hereinafter referred to as the „vehicle“) and in the insurance variant „Accident insurance for the driver“ the Insured is the driver of a vehicle that has been insured with the Insurer under a corresponding insurance option, i.e. liability insurance or accident insurance for the vehicle, or both (hereinafter referred to as the „Insured“).
2. The insurance applies to the geographic area of Europe and Turkey, with the exception of Belarus, Moldova, Russia and Ukraine.

#### ARTICLE 65 Surrender

1. With accident insurance for transported persons under current premium the right to cancel the insurance with the payment of the surrender value is not established.

#### ARTICLE 66 The insured event under accident insurance for transported persons

1. Under accident insurance for transported persons the insured event shall refer to the Insured's injury. Injury shall refer to the unexpected and sudden effect of external forces or bodily force independently of the Insured's will, which occurs during the period of insurance and results in damage to the Insured's health or the Insured's death. For the purposes of accident insurance for transported persons, damage to health shall refer to the bodily damage specified in the Insurer's valuation tables. For the purposes of accident insurance for transported persons the insured event is an injury incurred during the operation of the vehicle.
2. The operation of vehicle for the purposes of accident insurance for transported persons in situations coming under the previous provision of this article is:
  - a) starting the vehicle's engine immediately before the travel is started,

- b) getting in and out of the vehicle, travelling in the vehicle
- c) a short stop of the vehicle, the insurance applies only to injuries of the Insured incurred in the vehicle or near it on the road.
- d) elimination of common malfunctions of the vehicle that occur during the travel.

3. The insurer shall also provide an indemnity for any harm to the insured's health caused by:
  - a) disease originated solely due to injury,
  - b) the worsening of the consequences of an injury as a result of an illness which the Insured suffered from before the injury,
  - c) local suppuration when infectious germs penetrate an open wound caused by an injury and tetanus infection during an injury,
  - d) diagnostic, therapeutic and preventive procedures executed to treat the consequences of an injury.

#### ARTICLE 67 Exclusions from accident insurance for transported persons

1. The insurer shall not provide any indemnity under accident insurance for transported persons in the event of:
  - a) retinal detachment; occurrence and worsening of hernia, tumours of all kinds and origins, aseptic inflammations of tendon sheaths, muscle tendons, bursae, inflammation of the synovial membrane of the joint (synovitis); inflammatory or post-stress impairment of muscle tendons (epicondylitis), such as tennis elbow; spinal disc herniation and related problems, including pain originating from degenerative changes in the spine (vertebral algic syndromes); psychological damage. The exclusions shall also apply if such problems are caused by an injury.
  - b) infectious disease, even if contracted due to the injury, and an occupational injury or disease, unless they have the nature of an injury under these VPP Conditions,
  - c) consequence of diagnostic, therapeutic and preventive procedures not performed to treat the consequences of an injury,
  - d) deterioration or the outbreak of illness as a result of injury, including deterioration or the outbreak of problems the origin of which lies with the loss of proper cell function, especially as a consequence of age (degenerative changes),
  - e) suicide, attempted suicide or deliberate self-harm,
  - f) injury directly or indirectly related to the effects of the exposure to nuclear energy,
  - g) injury related to the operation of the motor vehicle in the course of car or motorcycle races and during preparation for such races; not even in cases when the Insured participates in such races or preparation for them as a passenger. Preparation is understood to mean any activity of the Insured related to the motor vehicle or motorcycle (e.g. rides on training circuits, in free terrain), including maintenance,
  - h) injury due to or in relation to driving a motor vehicle, for which the Insured had no driving license at the time of occurrence of an insured event,
  - i) injury due to or in relation to the behaviour of the insured under the influence of alcohol, intoxicating or psychotropic substances,
  - j) pathological fracture, including fractures resulting from osteoporosis, brittle bone disease or metabolic disorders, fatigue fractures and dislocations of joints due to congenital disorders and conditions. Pathological fracture refers to a fracture in the point where the bone has been damaged by any process (a cyst, tumour, osteoporosis). Osteoporosis refers to a condition in which bones lose volume and become more likely to break, i.e. demineralization of any origin (disorders of metabolism, regular use of medicine, ageing). The fatigue fracture refers to the breaking of a bone without the mechanism of an injury (e.g. as a result of a long walk). The dislocation of a joint due to congenital disorders and conditions (for instance habitual luxation) refers to dislocation as a result of the innate instability of the joint in question, for instance because of a disproportion between the ball and socket of the joint, disease of ligaments or muscles,
  - k) injury due to or in relation to the Insured's ride on a motorcycle, quad bike or other similar vehicle, if the ride took place on private property (i.e. outside regular roads), this shall not apply in cases when the insured proved that they had been authorized to drive such vehicle (driving licence).

- l) due to or in connection with a civil war, war event, military invasion, invasion by a foreign enemy, state of war, declared or undeclared, revolutionary events, coups, terrorist events (i.e. violent acts motivated politically, socially, ideologically or religiously) and international peace-keeping mission, acts of terrorism, including contamination due to an act of terrorism,
- m) due to or in connection with the Insured's participation on the side of initiators of a civil unrest, national violent unrest and strikes.

2. Moreover, the insurer shall not provide an insurance benefit in the following cases:
  - a) injuries incurred by persons transported in places of a motor vehicle not intended for the transport of people (fenders, bonnet etc.),
  - b) injuries during participation in speed racing and during races with high-speed sections (including practice),
  - c) injuries while performing type testing of speed, brakes, rolling and stability of a motor vehicle, distance driven at maximum speed, test runs etc.,
  - d) if the insured loaded or unloaded the cargo, unless stated otherwise in the Insurance Policy,
  - e) transport of persons against payment, unless specified otherwise.

#### ARTICLE 68 Scope of claims

1. If the insured suffers an injury during an insured activity during the effective period of accident insurance for transported persons in the variant „Accident insurance“ the basic sums insured for every transported person are:
  - a) for death as a result of an injury CZK 100 000
  - b) for permanent consequences as a result of an injury CZK 200 000
  - c) insurance benefit for the time of necessary treatment of a bodily harm due to injury (DNL in %) CZK 20 000
2. If the insured suffers an injury during an insured activity during the effective period of accident insurance for transported persons in the variant „Accident insurance – limited scope“ the basic sums insured for every transported person are:
  - a) for death as a result of an injury CZK 100 000
  - b) for permanent consequences as a result of an injury CZK 200 000
3. If the insured suffers an injury during an insured activity during the effective period of accident insurance for transported persons in the variant „Accident insurance for the driver“ the basic sums insured for every transported person are:
  - a) for death as a result of an injury CZK 100 000
  - b) for permanent consequences as a result of an injury CZK 200 000

#### ARTICLE 69 Insurance Benefit

- a) If accident insurance for transported persons is arranged in variant „Accident insurance“, the sums insured specified in paragraphs 1 and 2 or Article 68 are added up.
- b) If accident insurance for transported persons is arranged in variant „Accident insurance for the driver“ and at the same in the variant „Accident insurance“ or „Accident insurance – limited scope“, the sums insured specified in paragraphs 1 and 2 and 3 or Article 68 are added up.

#### ARTICLE 70 Reducing indemnity

1. In the event of an insured event not substantiated with a report from the Czech Police the owner of the vehicle shall corroborate to the person who applies for an indemnity under this insurance that the insured event occurred during the operation of the vehicle, as defined in Article 66, which shall be done on the Insurer's official form.
2. If the insured vehicle was used by more persons than there are seats for in the vehicle according to the certificate of roadworthiness the indemnity shall be reduced for every individual person by the ratio of the number of seats to the number of transported persons.
3. The Insurer is entitled to reduce the insurance indemnity by 50 %, if:
  - a) the vehicle was not equipped with safety belts or other retention system in conflict with applicable laws,
  - b) The Insured was not fastened with the safety belt or other retention system, even though they should have been fastened by the safety belt or other retention system.

## ARTICLE 71

### Determination of the indemnity sum

1. The amount of the indemnity for the period of necessary treatment of bodily harm caused by an injury and for permanent consequences of an injury is determined by the Insurer according to principles given hereinafter in articles 72 and 73, the Conversion Tables and tables to evaluate bodily harm under the accident insurance for transported persons (hereinafter referred to as "Valuation tables") that are handed over to the Insurer before the Insurance Policy is signed.
2. The amount of the insurance benefit for death as a result of an injury shall be determined by the Insurer on the basis of the principles specified in Article 74 and according to the agreed sum insured.

## ARTICLE 72

### Insurance benefit for the time of necessary treatment specified in %

1. If the Insured suffers an injury and the time usually required to cure or stabilize the bodily damage due to the injury based on the latest scientific advances is longer than four weeks, the Insurer shall pay a percentage of the sum insured corresponding to the percentage specified in Valuation Table A for the Average Time of Necessary Treatment for such bodily damage.
2. In the cases stated in clause 3 of this Article the Insurer shall provide an insurance benefit on the basis of the number of days of necessary treatment which is adequate to the nature and scope of the bodily damage (hereinafter referred to as the "Adequate Time of Necessary Treatment"). The insurance benefit for the Adequate Time of Necessary Treatment of bodily damage caused by an injury shall be determined by the Insurer as a percentage of the sum insured corresponding to the percentage of the Adequate Time of Necessary Treatment in the Conversion Table.
3. The Insurer shall provide an insurance benefit based on the Adequate Time of Necessary Treatment if that time exceeds the time of necessary treatment of the bodily damage caused by an injury as such, namely:
  - a) in the case specified in Article 66, para. 3 (a), (b) and (d) of this article, by more than four weeks;
  - b) for the Insured's overall health condition which is not considered an illness by nature, by more than four weeks.
4. If valuation table A specifies a percentage range, the Insurer shall determine the amount of the insurance indemnity so that, within the specified range, the insurance indemnity corresponds to the nature and scope of the bodily harm caused by the injury.
5. The time of necessary treatment shall not include the time during which the insured undergoes occasional medical checks or the time of rehabilitation aimed at alleviating pain, without any subsequent adjustment of the medical condition.
6. If the Insured incurs multiple bodily damages due to a single injury, the Insurer shall pay an insurance benefit only for the time of necessary treatment of the bodily damage which is assigned the highest percentage.
7. The insurer provides an indemnity for the average time of necessary treatment or for adequate time of necessary treatment, as the case may require, only up to the period of one year.
8. If the Insured dies within one month of the injury, the right to an insurance benefit for the time of necessary treatment shall not apply.
9. The right to an insurance indemnity for the time of necessary treatment determined in percentage rests with the insured.

## ARTICLE 73

### Insurance indemnity for permanent consequences of injury

1. If an injury leaves the Insured with permanent consequences, the Insurer shall pay a percentage of the sum insured corresponding to the percentage of the scope of permanent consequences after their stabilization for individual bodily damages in Valuation Table B and, if the consequences are not stabilized within three years of the date of injury, to the percentage of their condition at the end of this period. If Valuation Table B specifies a percentage range, the Insurer shall determine the amount of the insurance benefit so that, within the specified range, the insurance benefit corresponds to the nature and scope of the bodily damage caused by the injury.
2. If the Insurer cannot provide an insurance benefit under the previous clause because the permanent consequences of the injury are not stabilized within six months of the date of injury, but their minimum scope is already known, the Insurer shall provide an adequate advance at the request of the Insured.
3. If the permanent consequences involve a part of the body or organ damaged before the injury, the Insurer shall reduce the insurance benefit for permanent consequences by a percentage corresponding to the percentage of the previous damage, also assessed on the basis of Valuation Table B.
4. If a single injury results in multiple permanent consequences to the Insured, the Insurer shall evaluate the overall permanent consequences as a sum total of all percentages for the individual consequences, but no more than 100 %.
5. If the individual consequences of a single or multiple injuries involve the same limb, organ or part thereof, the Insurer shall evaluate them as a whole, but the percentage shall not be higher than the percentage specified in Valuation Table B for an anatomic or functional loss of the respective limb, organ or part thereof.
6. If the Insured dies before the insurance benefit for permanent consequences is provided, but not as a result of the injury concerned, the Insurer shall pay to the Insured's heirs an amount corresponding to the scope of permanent consequences of the Insured's injury at the time of death, such amount not exceeding the corresponding sum insured as arranged for the case of accidental death.
7. The Insurer shall not cover the costs for the transport of the Insured from abroad to the territory of the Czech Republic for the purposes of specifying the scope of permanent consequences.
8. The right to an insurance benefit for permanent consequences of an injury shall inure to the Insured.

## ARTICLE 74

### Insurance indemnity for death due to injury

1. If the injury results in the Insured's death that occurs no later than within three years of the date of injury, the Insurer shall pay the sum insured for the event of accidental death.
2. The immediate beneficiary is entitled to receive the insurance benefit. If the beneficiary is not specified in the Insurance Policy or the beneficiary has not become eligible for the insurance benefit, the insurance benefit shall be paid to the persons determined in accordance with Section 2831 of the Civic Code.
3. However, if the Insured dies due to the consequences of an injury and the Insurer has already provided an insurance benefit for permanent consequences of the specific injury, the Insurer shall only pay the difference between the sum insured for the event of accidental death and the sum already paid, if any.

4. In case of the Insured's death, the authorized person is the beneficiary. If the beneficiary is not specified in the Insurance Policy or the beneficiary has not become eligible for the insurance benefit, the insurance benefit shall be paid to the persons determined in accordance with Section 2831 of the Civic Code.

## ARTICLE 75

### Changes in Valuation Tables

1. The insurer shall notify the Policyholder of changes in Valuation Tables always by 30th October of every year by publishing it on the Insurer's website and at official offices. If a change to the Valuation Tables is rendered at a time other than the date specified above the Insurer shall inform the Policyholder in writing or via any other agreed method of communication and, at the same time, make it possible for the Policyholder to get acquainted with the change in the Valuation Tables on their website or at official offices. The changes to the Valuation Tables come into effect 2 months after the notification of the changes, the precise date the changes come into effect shall be given in the notification of these changes.
2. If the Policyholder does not agree with a change implemented in the Valuation Table they may cancel the accident insurance for transported persons affected by the change within the period of 1 month from the notification of the change in the valuation tables. In such cases the accident insurance for transported persons terminates at the end of the insurance period during which the Insurer receives the notice of termination, or at the end of the next insurance period if the notice of termination does not precede the end of the insurance period in question by at least 6 weeks. Unless the Policyholder cancels the insurance in the way mentioned, they shall be considered to have accepted the change of the Valuation Tables.

## ARTICLE 76

### Obligations of the insured

1. It is an obligation of the Insured to seek medical treatment without undue delay after an injury, to follow the instructions of the physician and, if the Insurer requests so, to undergo an examination by a physician appointed by the Insurer at the expense of the Insurer. In case of late treatment that has affected the length of the treatment and the scope of permanent consequences, the Insurer is entitled to provide an insurance benefit only for the demonstrated time of treatment based on a fixed percentage of the item concerned, and no more than for the maximum number of days specified for the item concerned in case of daily insurance benefits, and to adequately reduce the insurance benefit for permanent consequences.
2. Where there is doubt, the Insured shall demonstrate that the injury has occurred.
3. If the Insured requests a follow-up examination, they shall bear the costs thereof. If, based on a checking examination, the insurer provides another indemnity, the Insurer will refund the Insured the costs on this checking examination.
4. When claiming indemnity for an insured event the Insured shall present the following to the Insurer:
  - relevant insurance document
  - report from the Czech Police,
  - „Report on insured event covered by accident insurance“
  - „Atestacio medicu“, if the injury was incurred abroad,
  - in the event of death of the Insured – a copy of the death certificate and a certificate proving the cause of death,
  - other related documents requested by the Insurer, if any.

# The General Insurance Conditions (VPP conditions) for the insurance for incapacity for work and hospitalization in case of traffic accidents VPP-DN 2/2014

## OPENING PROVISIONS

The insurance for incapacity for work and hospitalization in case of traffic accidents provided by Česká pojišťovna ZDRAVÍ a.s. (hereinafter referred to as the „Insurer“) shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended (especially article 2758 to 2872), other generally binding legal regulations, the Insurance Policy and these general insurance conditions (hereinafter referred to as the „VPP conditions“). A specific Insurance Policy may deviate from these VPP conditions.

## COMMON PROVISIONS

### ARTICLE 1

#### The subject and scope of insurance

1. The insurance for incapacity for work and the insurance against hospitalization (both hereinafter referred to as the „insurance“) are private insurances for the event of illness and is arranged as fixed sum insurance for the insured risk of bodily harm (injury) of the Insured during a traffic accident.
2. The insurance may be arranged for natural persons, either separately or as complementary insurance to the basic insurance.
3. If the Insured has arranged with Česká pojišťovna a.s. the motor third party liability insurance or the motor damage insurance for a motor vehicle designed for transport of 9 persons at the most (hereinafter referred to as „the insured motor vehicle) and this contractual relationship is effective at the moment of the accident and the insured is a member of the crew of the insured motor vehicle, the insurance against hospitalization under paragraph 1 shall cover the other passengers of the motor vehicle present in the insured motor vehicle at the time of the accident and injured in the course of the accident. The insurance does not apply to transport of persons provided against payment (e.g. taxi service)

### ARTICLE 2

#### Definition of terms

For the purposes of the insurance the following interpretations shall apply:

- a) **Incapacity for work** a condition of the insured during which the below-specified facts occur and at the same time the following conditions are met:
  - the insured cannot, because of the injury, execute and does not execute their profession, including the controlling and managing activity, not even for a transitory or limited part of the day.
  - the doctor treating the insured has done a diagnosis, confirmed the condition of incapacity for work and issued the sick leave note,
  - the insured really receives treatment and observes the treatment regimen, at the location specified by the treating physician in the sick leave note,
- b) **hospitalization** the insured's stay in an inpatient hospital department that is under permanent specialized medical supervision, works in compliance with the latest available advances of medical science and methods generally acknowledged by the sciences, has sufficient diagnostic and therapeutic capabilities, and keeps records on health condition and treatment progress (medical documentation),.
- c) **Hospital** a medical institution of a provider of health services in which the insured receives medical treatment via standard, intense or acute care for inpatients in conformity with the description of such an institution in applicable laws,
- d) **traffic accident** an event during traffic operation on roads, e.g. an accident or collision of vehicles that happens or is started on a road and during which the Insured is injured,
- e) **injury** injury of the insured during a traffic accident, if the treatment of the consequences of such an injury requires incapacity for work or hospitalization of the Insured for the time necessary to cure the Insured,
- f) **injured person** a person involved and injured in a traffic accident who is unequivocally identified as an injured person in the documentation from the investigation of the accident (the report of the Czech Police), or in the statement issued in relation to the criminal or infraction proceedings related to the accident, or if the accident occurs on the territory of another country, in an official document issued by a competent authority of this country and its translation into the Czech language.

### ARTICLE 3

#### Territory covered by the insurance

1. The protection under this insurance applies to traffic accidents that occur on the geographic territory of

Europe, with the exception of Belarus, Russia, Ukraine and Moldavia.

2. Medical care shall be provided to the Insured by the local provider of medical services, as defined in the relevant regulation. Acts and other facts related to the insured's health condition with which the insurer's obligation to provide an insurance benefit is associated shall be performed or shall occur on the territory of the Czech Republic and shall comply with the applicable legislation.

### ARTICLE 4

#### Insurance period, inception and expiry of insurance

1. The insurance can be arranged for a specific period of time (with an agreed end of insurance), or for an unlimited period of time.
2. The insurance shall begin at 12.00 am (midnight) of the date specified in the Insurance Policy as the beginning of the insurance. If the parties do not specify the beginning of the insurance in the Insurance Policy, the insurance shall begin at 12.00 am (midnight) of the first day of the calendar month following execution of the Insurance Policy.
3. A day preceding execution of the Insurance Policy cannot be specified as the inception of insurance.
4. If the Insurance Policy is arranged via remote communication means, the Insurer's offer is accepted by paying the premium for the insurance on time. The Insurer rules out the option of the offer being accepted with an amendment or deviation to it. Any manifestation of wishes of the other party containing amendments, reservations, restrictions and other changes constitutes a refusal of the offer and establishes a new offer, even if the changes suggested are of no significance with regards to the essential terms of the offer.
5. The insurance shall expire on the basis of the following acts performed by the parties (the insurer or the Policyholder):
  - a) written notice of termination delivered within 2 months of the execution date of the Insurance Policy; the date of delivery of the notice of termination shall be the beginning of an eight-day notice period, upon the expiry of which the insurance shall expire,
  - b) written notice of termination at the end of the insurance term, if an insurance with a current premium has been arranged; the notice of termination shall be delivered at least 6 weeks prior to the expiry of the insurance period,
  - c) written notice of termination submitted within 3 months of the date of delivery of a notice of insured event; the date of delivery of the notice of termination shall be the beginning of a notice period of 1 month, upon the expiry of which the insurance shall expire,
  - d) if the Policyholder does not agree with the change of the premium amount, they may express their disapproval in writing within 1 month of the date they learn about it; in which case the Insurance Policy shall expire upon expiry of the insurance term for which the premium has been paid,
  - e) by withdrawal from the Insurance Policy,
  - f) by the Insurer's refusal to provide insurance benefits; in which case the Insurance Policy shall expire upon the delivery of the notice to that effect,
  - g) on the day the Insurer receives a notice from the insured stating that the Insured revokes their consent to the processing of their personal data and sensitive information as specified by applicable regulations, as well as on the day when the Insurer receives a notice from the insured stating that the insured revokes their consent to the examination and verification of their health condition.
6. The Insurance shall also terminate:
  - a) upon the expiry of its effective period, if the insurance has been arranged for a definite period of time,
  - b) if the subject of the insurance ceases to exist; however the insurer is entitled to collect premiums until they are informed that the subject of insurance (insurable interest) ceased to exist,
  - c) when the insured risk ceases to exist,
  - d) by death of the Insured,
  - e) on the day following the date of expiry of the term specified by the Insurer for the payment of a due premium,
  - f) on the date of termination of all basic insurances for which the insurance has been arranged as a supplementary insurance.

7. The insurance shall expire at 12.00 am (midnight) of the day on which the insurance expires due to the parties' acts or circumstances that result in the expiry of the insurance under these VPP conditions.
8. The insurer and the policyholder can agree on the expiry of the insurance. The agreement shall specify the moment of expiry of the insurance and the method for settling mutual accounts.

### ARTICLE 5

#### Insurance period

1. The insurance period refers to the period of time for which the current premium shall be paid.
2. The insurance period is defined in the Insurance Policy, and if no such period is agreed in the Insurance Policy, the insurance period shall be one month.

### ARTICLE 6

#### Premium and premium maturity

1. The amount of the premium shall be specified in the Insurance Policy and determined on the basis of the rates determined by the insurer.
2. The current premium is due on the first day of the insurance period and the single premium is due on the inception day of the insurance.
3. The insurer shall use any excess premium to pay the premium for the following insurance periods, unless the Policyholder asks for its return.
4. When paying premiums the premium with the earliest maturity date is considered paid first.
5. If the Policyholder is in default on payment of the premium, the insurer is entitled to charge interest on late payment. The insurer is entitled to require compensation for costs for sending a reminder for any outstanding premium.
6. The Insurer is entitled to set off an indemnity to be paid against any outstanding premiums or other debts under the insurance.

### ARTICLE 7

#### Premium adjustment

Once a year the Insurer can collate the calculated and the actual insurance benefit, adjust the premium rates with respect to the new findings and fix a new amount for the current premium for the following insurance periods. When changing the amount of premium the Insurer shall proceed in the way prescribed in applicable regulations.

### ARTICLE 8

#### Insured Event

1. The insured event under the insurance for incapacity for work is the incapacity for work on the part of the insured and under the hospitalization insurance the hospitalization of the insured that is necessary from a medical point of view, if such incapacity or hospitalization is caused by an injury incurred during a traffic accident during the effective period of the insurance, provided that the condition has been met that the Insured shall be hospitalized immediately, i.e. at the latest within 24 hours after the traffic accident. The length of such incapacity for work shall at the least be equal to the period specified in the Insurance Policy for the commencement of benefits under the insurance and hospitalization shall last at least 24 hours .
2. Hospitalization necessary from a medical point of view means that the insured has to be treated in an inpatient hospital department because of the severity of the injury or the nature of the medical treatment.
3. The Insured shall corroborate their incapacity for work with:
  - a) Decision on temporary incapacity for work form, if the insured is entitled to sick leave benefits under the applicable law,
  - b) Insurer's Medical report form stating the diagnosis, if the insured is not entitled to sick leave benefits under the applicable law,
  - c) in both cases the document shall state the initial date of incapacity for work,
  - d) credible document (report of the Czech Police) that clearly manifests that the Insured was injured during a traffic accident in which they were involved; if the accident occurs on the territory of another country, an official document issued by a competent authority of the country and its translation into the Czech language.
4. In a specific case, the physician appointed by the insurer can determine the length of incapacity for work, i.e. the scope of insurance benefit.

5. A document of the inception, duration and end of incapacity for work, issued by a physician, who is a spouse, parent, or child of the insured or another person close to the insured, is not sufficient to demonstrate incapacity for work under paragraph 3. The same applies to documents issued by the Insured themselves, even if they are otherwise authorized to issue such confirmation documents.
6. The insured event of hospitalization shall arise at the moment the insured is received for hospitalization and shall end when hospitalization is no longer needed from a medical point of view, unless specified differently hereinafter.
7. The Insured shall corroborate their hospitalization with:
  - a) hospital release report,
  - b) creditable document (report of the Czech Police) that clearly manifests that the Insured was injured during a traffic accident in which they were involved and that such an injury required hospitalization; if the accident occurs on the territory of another country, an official document issued by a competent authority of the country and its translation into the Czech language.
8. Insured events shall be corroborated in the manner defined in Article 18 of these VPP CONDITIONS.

## THE SCOPE OF INSURANCE BENEFIT

### ARTICLE 9 Sum insured

The sum insured defines the amount of insurance indemnity (hereinafter referred to as „indemnity“) in the Insurance Policy to which the Insured is entitled for one working day of incapacity for work or one calendar day of hospitalization.

### ARTICLE 10 insurance benefit limit

1. In the event of incapacity for work the insured is entitled to an indemnity from the contractually defined day of incapacity for work until the end of the waiting time. Indemnity in the case of an insured event is limited to a period specified in the Insurance Policy (indemnity limit).
2. In the event of hospitalization the insured is entitled to an indemnity for every calendar day of hospitalization that is necessary from a medical point of view and such an indemnity shall be provided for a limited period defined in the Insurance Policy (indemnity limit), while the day on which the insured is received for hospitalization and the day on which the insured is released from hospitalization shall be added together and are considered to be a single day of hospitalization.
3. The payment of insurance indemnity shall end at the latest with the termination of the insurance, with the exception of the case when the incapacity for work or hospitalization is directly related to a traffic accident. Other rights and obligations of parties involved in the insured event shall be effective for the entire period of the indemnity payment.

### ARTICLE 11 Eligibility for insurance benefit

1. The Insurer shall decide on the eligibility for an insurance benefit and its amount in accordance with the Insurance Policy and on the basis of the documents submitted by the Insured, the Policyholder or the Beneficiary.
2. The Insurer reserves the right to verify presented documents, check data that they have obtained from investigations or send them for professional assessment, and the right to request expert opinions, even before the investigation is completed.

### ARTICLE 12 Consequences of violating the obligations

1. If the Policyholder or the insured provided untrue or incomplete answers to the insurer's written inquiries during negotiations concerning the inception or change of the Insurance Policy, such action may result in a reduction of the indemnity, withdrawal of the Insurer from the contract, refusal to pay the indemnity or the fact that the right to an indemnity has not arisen.
2. If a lower premium has been agreed as a result of a violation of obligations on the part of the Policyholder or the Insured during negotiations concerning the inception or change of the Insurance Policy the Insurer is entitled to reduce the indemnity by a sum calculated as a ratio of the received premium to the premium the Insurer should have received.
3. If a violation of obligations on the part of the Policyholder, the Insured or the Beneficiary has an important influence on the occurrence of the insured event as such, its course, augmentation of its consequences or on the identification or determination of the sum

of the indemnity, the Insurer has the right to reduce the indemnity proportionally to the influence that this violation has had on the scope of the Insurer's obligation to pay an indemnity.

## ARTICLE 13 Exclusions from insurance

1. The Insurer shall not provide an indemnity if the insured gets injured in a traffic accident:
  - a) that occurs before the inception of the insurance,
  - b) that occurs in relation to a war, rebellion, insurrection or other violent mass riots, strikes, lockouts, acts of terrorism (i.e. violent acts motivated politically, socially, ideologically or religiously) or intervention by the state or official power, or as a direct consequence of these events,
  - c) if the Insured sustained the injury driving a motor vehicle or a vehicle without engine or as a pedestrian while being under the influence of alcohol, drugs or other intoxicating or addictive substances,
  - d) if the Insured sustained the injury driving a motor vehicle or a vehicle without engine while being under the influence of medicines that are on the list of banned substances for vehicle drivers during the time for which this ban applies; the same applies to a medical intervention that rules out driving vehicles, with or without engines, for a certain period of time or makes the insured incapable of driving (physically or mentally) and to situations when the Insured is not physically fit to drive the vehicle (e.g. because of injury) but still takes the risk,
  - e) if the Insured refuses the request of the Czech Police, or, when the accident takes place on the territory of another country, the request of a policeman of this country, to undertake tests for the presence of alcohol, psychedelic or addictive substances or medicines forbidden for vehicle drivers,
  - f) if the Insured sustained the injury in connection with driving a motor vehicle during automobile and motorcycle races and preparation for them, regardless of the fact who organizes them and to what extent the regular traffic rules are observed on land communications during them; the Insurer is not obliged to provide an insurance benefit even if the Insured participates in such races or preparation for them as a passenger (or organizer),
  - g) if the Insured sustained the injury in the course of their participation in test rides, anti-skid training sessions or rides on enclosed racing circuits where the driver does not have to observe regular traffic rules, if the Insured sustained the injury in relation to criminal activity committed by the Insured for which the Insured has been found guilty in court,
  - h) if the Insured violated provisions of laws concerning traffic on regular roads in a serious way, especially when driving the vehicle with an incorrect driving licence, or during a period they were banned from driving; or if the insured transported persons in places not designed for the transport of people or if the number of people transported exceeded the maximum permissible number recorded in the vehicle registration papers; if the insured used a vehicle not technically fit for transport on roads etc.,
  - j) if the insured attempts suicide or deliberately harms themselves,
  - k) if the care provided is of the spa treatment nature (spa institutes, sanatoria),
  - l) in case of hospitalization due to cosmetic procedures not necessary from a medical point of view,
  - m) if the insured does not stay in hospital at all or if their hospitalization is shorter than 24 hours.
2. Moreover, the Insurer shall not provide an insurance benefit under the insurance:
  - a) for the period of incapacity for work or hospitalization
  - b) of the Insured that has not been corroborated by the Insured within a prescribed period with Confirmation of Incapacity for Work or of Hospitalization, which the Insurer has requested in the course of their investigation.
  - c) for the term of incapacity for work starting from the date on which the Insured refuses an examination of their health condition by a physician appointed by the Insurer or from the date on which the insured fails to undergo such an examination without excusing himself,
  - d) for the period of the insured's incapacity for work until the reporting of the insured event pursuant to Article 18, paragraph 2, of these VPP conditions,
  - e) for the period of incapacity for work starting on the day when the insured violates the treatment regimen, i.e. especially when they, during the period of their incapacity for work, perform any gainful activity, including controlling and managing activities, or if they do not stay at the reported location during the time of incapacity for work,

- or violate the scope and time of permitted walks specified in the sick leave note,
- f) for the term of incapacity for work or hospitalization of the Insured that resulted only from the need to treat the effects of an injury that the Insured sustained during a traffic accident that took place more than 1 year ago.

3. In specific cases, a physician appointed by the Insurer can determine the length of incapacity for work and assess the need for the medical care provided, i.e. the scope of insurance benefit.
4. If the insured event ends on the date specified by the physician appointed by the Insurer, the Insurer's obligation to provide insurance benefits shall also end on that date.

## ARTICLE 14 Payment of the Insurance Benefit

1. Under the Insurance Policy, the insurer shall pay an insurance benefit to the insured or to a person entitled to an insurance benefit due to an insured event (hereinafter referred to as „the beneficiary“), while providing a single payment or repeated payments..
2. The Insurer shall start an investigation necessary to verify the existence and the scope of their obligation to provide an indemnity without undue delay after having been notified of the insured event.
3. If such an investigation under paragraph 2 cannot be finished within three months from the reporting of the event, the Insurer shall inform the Policyholder why the investigation cannot be completed.
4. Insurance indemnity is due 15 days after the day the investigation is finished. An investigation is deemed to be finished when the Insurer informs the person who has exercised their right to an indemnity about the results of the investigation.
5. The insurer shall provide the insurance benefit only if all of the conditions specified in these VPP conditions are met.
6. If the Insurer is obliged to provide an insurance benefit for a period longer than 1 month, the insurance benefit shall be paid once a month, but always only after the right to another payment of the insurance benefit is documented.
7. The Insurer shall not be in default on payment as long as the Insured, the Policyholder or the Beneficiary defaults in the performance of their obligations for the case of an insured event.
8. If an indemnity has been paid without proper legal grounds or if these grounds cease to apply the person who has gained such material benefit shall find it, even if the insurance has elapsed in the meantime.
9. The Policyholder, the Insured and the Beneficiary shall not assign the claim for indemnity to a third party without prior consent from the Insurer.

## ARTICLE 15 Currency of the insurance benefit

The Insurer provides an indemnity under the insurance in the Czech currency and the money is payable in the Czech Republic.

## OBLIGATIONS OF THE INSURED AND THE POLICYHOLDER

### ARTICLE 16 Insurer's questions

Written inquiries of the Insurer form an integral part of the Insurance Policy, especially if they relate to the verification and investigation of insured events. These data shall be communicated to the Insurer and the Insured, the Policyholder and the Beneficiary are obliged to answer each of the Insurer's questions on the insurance.

### ARTICLE 17 Reporting obligation

1. The Policyholder and, if the Policyholder and the Insured are not one person, the Insured undertakes to inform the Insurer without undue delay, at the latest within 15 days after the change takes place, about any change of data recorded in the Insurance Policy and under the insurance for incapacity for work, as well as any changes to the treating doctor, their address and telephone number.
2. These persons shall perform the reporting obligation at their own expense. The reporting obligation shall be deemed as met on the date on which the notice is delivered to the insurer.

## ARTICLE 18 Obligations of the insured in case of an insured event

1. The Insured or the beneficiary shall inform the Insurer without undue delay that an insured event has

occurred and the existence of such event shall be documented by them with documents proving the fact of incapacity for work or hospitalization (Art. 8 of the VPP conditions) as a result of an injury during a traffic accident, as well as with other documents requested by the Insurer. The insurer may keep these documents.

2. The timely notification of an insured event refers to its reporting before the end of expiry of the waiting time, and if the Insured cannot meet this obligation for serious reasons, they shall do so as soon as possible after such reasons cease to apply. If the incapacity for work is longer than two months, the Insured shall deliver the Insurer documents proving the continuation of incapacity for work after every ordered examination by the treating physician, at least once a month.
3. In the case of hospitalization the insured shall deliver the Insurer documents proving the provision of inpatient medical care, as well as other documents required under Art. 8, paragraph 6, of these VPP conditions, at the latest within 30 days of the end of hospitalization. In case of long-term hospitalization, when the Insurer provides an advance (advances) on the insurance benefit at the Insured's request, it is necessary to corroborate the Insured's claim to indemnity with documents on the progress and duration of the hospitalization.
4. Documents used by the Insured to prove the occurrence and duration of incapacity for work and/or hospitalization shall contain the identification of the Insured (name and surname of the treated person, birth number, residence), the medical documentation shall contain designation of the diagnosis according to the international classification of diseases (ICD), date of the origin and the date of the end of incapacity for work or hospitalization, as well as other requisite data requested by the Insurer.
5. The Insured, the Policyholder and the Beneficiary, if applicable, are obliged to allow the Insurer, including persons authorized by the Insurer, to inspect compliance with the obligations undertaken on the basis of the Insurance Policy, in particular to inspect compliance with the treatment regimen, document the inception, duration and end of the incapacity for work or hospitalization and other facts necessary to determine the amount and scope of the Insurer's obligation to provide an insurance benefit, and to provide the necessary cooperation to the Insurer.
6. During the period of incapacity for work the Insured shall stay at the location stated by the treating physician in the document on incapacity for work, unless they are hospitalized, or leave the place stated in this document on the basis of prior written consent from the treating physician; or they leave the place because of an injury in a traffic accident and if from a medical point of view it is not possible to return to the place specified in this document.
7. The Insured shall make efforts to become capable of work again. In the first place they shall carefully comply with the physician's advice and the treatment regimen (including the time intervals for walks) and refrain from any conduct that would prevent recovery.

## IDENTIFICATION OF HEALTH CONDITION

### ARTICLE 19

#### Examination of health condition

1. The Insurer may request data about the medical condition and verify the medical condition of the Insured, having received consent for this from the Insured, if such data may have influence on the evaluation of the insured risk or the amount of the indemnity or on the investigation of the insured event. Verification is done on the basis of:
  - a) report and medical documentation from treating physicians and medical insurance companies,
  - b) examinations and checks by a physician appointed by the Insurer.
2. The Insured undertakes to allow the insurer to obtain all of the medical documentation requested by the Insurer.
3. At the Insurer's request, the insured shall undergo a medical examination by a physician appointed by the Insurer within the terms specified by the Insurer. If the insured cannot undergo a medical examination

for serious reasons, they shall inform the Insurer in time of the reasons that prevent them from meeting this obligation and agree on another examination date with the Insurer.

4. Data concerning the health condition of the Insured that the Insurer obtains may be used by them only for the execution and change of the Insurance Policy and for performance of obligations under it.

## CHANGE AND INTERRUPTION OF INSURANCE

### ARTICLE 20

#### Change and interruption of insurance

1. The parties may agree on a change of insurance. An agreement to change the Insurance Policy shall be signed by both parties and shall be made in duplicate, one for the Policyholder and one for the Insurer
2. If the parties agree to change the scope of an already arranged insurance, the insurer shall provide insurance benefits under the changed insurance only with respect to insured events that occur not sooner than from the effective date of the change of insurance.
3. In case of any change of insurance, the change shall become effective at 12.00 am (midnight) on the date agreed by the parties as the effective date of the change of insurance. If no such date is agreed between the parties, the change becomes effective at 12.00 am (midnight) of the first day immediately after the day the agreement to change the policy is made.
4. The Insurance shall not be interrupted.

### ARTICLE 21

#### Delivery of Written Documents

1. The parties shall deliver written documents:
  - a) at the time of personal contact, by delivering and accepting them,
  - b) through a public data network using a data box,
  - c) by means of an accredited certification service provider at an electronic address with a secured electronic signature,
  - d) using a postal service operator, at the postal address of the party specified in the Insurance Policy, demonstrably communicated by the other party after execution of the Insurance Policy or identified in accordance with the law,
  - e) through electronic mail at an electronic address.
2. A written document delivered to a data box shall be deemed as delivered at the time a person with access to the written document, taking into account their authorization, logs into the data box.
3. A written document delivered at an electronic address shall be deemed as delivered on the date of its delivery to the addressee's mail box; should there be any doubt, it shall be deemed to be delivered on the date of its dispatch by the sender.
4. If a written document is delivered to an e-mail address that is not longer used by the addressee and the addressee has failed to notify the Insurer of a new address, the message shall be considered delivered on the day it is sent by the Insurer, despite the fact that the Insured could not acquaint themselves with it.
5. A written document sent to a postal address through a postal service operator shall be deemed as delivered on the date of its actual delivery; should there be any doubt, it shall be deemed as delivered on the third working day after its dispatch.
6. If the addressee is not reached even though they reside at the place of delivery and the document is not delivered successfully, including by means of another person, the document shall be stored in the locally competent post office and the addressee shall be suitably notified to take over the document. The document shall be deemed as delivered on the date of storage, even if the addressee does not learn about its storage.
7. If the addressee no longer resides at the place of delivery and has not informed the Insurer thereof, the document shall be deemed as delivered on the date on which it is returned to the Insurer as undeliverable. If the addressee refuses to take over the document, the document shall be deemed as delivered on the date on which the addressee refuses its acceptance.
8. If the Policyholder (Insured) informs the Insurer in advance of any change of their address or of an ad-

dress to which documents for the Policyholder (Insurer) shall be delivered for a specific and well-defined period of time during which the Policyholder (Insurer) will not reside at the place of delivery, the insurer shall deliver the documents to that address specified in the notice.

9. The insurer shall deliver documents to the addressee only to addresses on the territory of the Czech Republic.
10. The parties shall inform each other without undue delay of changes in any facts relevant for the delivery as well as inform each other of their new postal or electronic address. Such changes shall be effective with respect to the other party as soon as they are communicated. If the sender has reasonable doubt about the accuracy of a postal address, it shall be understood that the postal address is the address known to the sender based on their own search carried out in accordance with the law.

## CLOSING PROVISIONS

### ARTICLE 22

#### Form of legal action

1. Legal action concerning the insurance shall be in written form.
2. Legal action pursuant to paragraph 1 above refers to all acts necessary to conclude an Insurance Policy, amendments and annexes of the policy, acts concerning a change or termination of the policy, as well as subsequent written inquiries concerning the party that intends to enter into a contract with the Insurer and answers to these inquiries.
3. The following acts need not be made in writing by the Insurer or the Insured to be applicable: a notice of the change of name, address, electronic address, phone number, form of premium payment, treating physician, their address and phone number, the request to return overpaid money under insurance, the request to deliver again applicable forms for the investigation of insured events.
4. The Policyholder and the Insured are also entitled to make any other notices relating to the Insurance, made other than in writing, beyond the framework of the notices specified in clause 3 of this Article. Such notices, other than in written form, shall be deemed to be validly made if the Insurer confirms in writing that it has received the notice or if the Insurer starts acting in accordance with the notice.
5. The Policyholder, the Insured and the Beneficiary are also entitled to make any other notices relating to the Insurance, made other than in writing, beyond the framework of the notices specified in clause 3 of this Article. Such notices, other than in written form, shall be deemed to be validly made if the Insurer confirms in writing that it has received the notice or if the Insurer starts acting in accordance with the notice.
6. „Other than written form“ refers to information passed over the telephone, via an electronic form presented on the official website of the Insurer or by e-mail to the electronic address of the Insurer.
7. A legal act or notice attached to an electronic message in a format that sufficiently secures its contents against modification shall be considered to be in written form.
8. A legal act relating to the Insurance shall not have any legal consequences arising from common practice in the insurance industry.

### ARTICLE 23

#### Court jurisdiction and choice of law

Any dispute arising from the insurance shall be settled by a competent court in the Czech Republic and based on legal regulations applicable in the Czech Republic.

### ARTICLE 24

#### Recovery of costs

The Insurer is entitled to the recovery of extraordinary costs of acts performed at the request of the parties to the insurance. The amount of extraordinary costs shall be determined and reported to the Policyholder before the act is executed. The recovery of costs shall be paid by setting off mutual receivables. If this is not possible, it shall be paid in advance.

**The General Insurance Conditions shall come into effect on 1st January 2014.**



## Validation Tables published by Česká pojišťovna a.s. to determine the amount of an indemnity under accident insurance

### TABLE A Insurance Benefit for the Time of Necessary Treatment of an Injury (in % and daily indemnity)

item	DIAGNOSIS	DNL - %	DNL - D
<b>HEAD</b>			
<b>Scalped head with skin defect</b>			
001	partial	4	up to 28
002	complete	do 14	up to 84
003	Contusion of head without concussion	2,5	up to 21
004	Contusion of face	2,5	up to 21
005	Dislocation of lower jaw (on one side or both sides)	2,5	up to 21
<b>Fractures</b>			
006	Cranium base fracture	up to 36	up to 161
<b>fractures of cranium roof – frontal, parietal, occipital, temporal, petrosal bone</b>			
007	without impressed fragments	up to 8	up to 56
008	with impressed fragments or operated fracture	up to 18	up to 98
<b>Fractures of facial bones</b>			
009	fringes, bottom part of eye socket	up to 10	up to 70
010	nose bone without displacement of fragments	2,5	up to 21
011	nose bone with displacement, impression of fragments or operated fracture	4	up to 28
012	nasal septum	up to 4	up to 28
013	zygomatic bone, complex of zygomatic bone and upper jaw	up to 12	up to 77
014	lower jaw without displacement of fragments	7	up to 49
015	lower jaw with displacement of fragments or operated	up to 14	up to 84
016	upper jaw without displacement of fragments	10	up to 70
017	upper jaw with displacement of fragments or operated	up to 22	up to 112
018	gum projection of lower or upper jaw	up to 8	up to 56
<b>Combined fractures</b>			
019	Le Fort I.	up to 14	up to 84
020	Le Fort II.	up to 22	up to 112
021	Le Fort III.	up to 48	up to 203
<b>EYE</b>			
<b>Eye lid injury</b>			
022	surgically treated	2,5	up to 21
023	interruption of tear route	up to 6	up to 42
<b>Injury of conjunctiva, cornea or sclera</b>			
<b>Wounds</b>			
024	Wound of conjunctiva treated by specialised doctor	2,5	up to 21
<b>Wound (erosion) of cornea or sclera without penetration</b>			
025	single treatment	0	0
026	requiring repeated treatment by specialised doctor	up to 4	up to 28
027	complicated by intraocular inflammation or ulcer	up to 9	up to 63
<b>Wound (erosion) of cornea or sclera with penetration</b>			
028	without complications	up to 10	up to 70
029	complicated by intraocular inflammation	up to 14	up to 84
030	complicated by intraocular body	up to 14	up to 84
031	complicated by herniated iris or impressed iris	up to 14	up to 84
<b>Searing (burning)</b>			
032	conjunctiva without damage to cornea treated by specialised doctor	2,5	up to 21
033	conjunctiva with damage to cornea	up to 7	up to 49
034	cornea parenchyma	up to 40	up to 175
<b>Injury to eye socket</b>			
<b>Wound entering eye socket</b>			
035	without complications	2,5	up to 21
036	complicated by inflammation	up to 6	up to 42
037	complicated by foreign body in eye socket	up to 6	up to 42
<b>Injury to eyeball</b>			
<b>Contusion of eye, eyeball</b>			
038	without complications	up to 4	up to 28
039	complicated by secondary increase in intraocular pressure requiring surgical treatment	up to 10	up to 70
040	complicated by repeated bleeding	up to 10	up to 70
041	complicated by intraocular inflammation	up to 10	up to 70
<b>Contusion of eye with strained iris</b>			
042	without complications	up to 5	up to 35
043	complicated by inflammation or paralysis of iris	up to 10	up to 70

item	DIAGNOSIS	DNL - %	DNL - D
<b>Injury to lens</b>			
<b>Dislocation of lens</b>			
044	partial	up to 4	up to 28
045	complete, treated by operation	up to 12	up to 77
046	Traumatic injury of lens with or without implant	up to 10	up to 70
<b>Injury to vitreous body and retina</b>			
047	Bleeding into vitreous body or retina	up to 5	up to 35
048	Injury of retina resulting from direct hit on eye	up to 36	up to 161
049	Concussion of retina after direct hit on eye	2,5	up to 21
<b>Other injuries</b>			
050	Injury to eye (eyes) requiring immediate removal of eye (eyes)	up to 10	up to 70
051	Injury to eye muscles	up to 14	up to 84
052	Injury to optic nerve or chiasma	up to 20	up to 105
053	Any injury to eye complicated by traumatic cataract	up to 14	up to 84
<b>TEETH</b>			
<b>Injury of one or more teeth with loss of crown up to 1/3</b>			
054	without loss of vitality	0	0
055	with loss of or threat to vitality	up to 4	up to 28
056	Injury of one or more teeth with loss of crown over 1/3	up to 6	up to 42
057	Pushing temporary teeth in damaging alveolus	2,5	up to 21
058	Loosening of a ligament one or more teeth (subluxation, luxation, re-implantation) treatment with fixation splint	up to 10	up to 70
059	Broken root of one or more teeth treatment with fixation splint	up to 10	up to 70
<b>Loss injuries</b>			
<b>Loss or necessary extraction resulting from effect of external violence</b>			
060	one to six teeth	up to 6	up to 42
061	seven or more teeth	up to 12	up to 77
062	Knocking out or damaging artificial teeth or temporary teeth (milk teeth)	0	0
<b>EAR</b>			
<b>Contusion to external ear (auricle)</b>			
063	without complication	2,5	up to 21
064	complicated by secondary aseptic perichondritis	up to 4	up to 28
065	Wound on external ear (ear or ear canal)	up to 6	up to 42
066	Penetration of eardrum without fractures of skull bones	up to 4	up to 28
067	concussion of internal ear	up to 8	up to 56
<b>NECK</b>			
068	Contusion of neck	2,5	up to 21
069	Contusion of larynx or effect of irritant fumes and gases on vocal chords or mucous membrane of swallowing or breathing organs	up to 4	up to 28
070	Searing, penetration or rupture of pharynx or gullet	up to 20	up to 105
071	Perforation wound of larynx or trachea	up to 22	up to 112
072	Fracture of hyoid bone or larynx cartilage	up to 22	up to 112
<b>THORAX</b>			
073	High grade contusion of thorax wall	2,5	up to 21
074	Contusion of breast(s)	up to 4	up to 28
<b>Traumatic pneumothorax</b>			
075	closed	up to 14	up to 84
076	open or valvular	up to 26	up to 126
077	Traumatic mediastinal or subcutaneous emphysema	up to 14	up to 84
078	Traumatic bleeding into thorax	up to 18	up to 98
079	Tearing, rupture of lungs	up to 14	up to 84
080	Clinically proven injury to heart in an accident	up to 100	up to 365
081	Tearing, rupture of diaphragm	up to 26	up to 126
<b>Fracture of sternum</b>			
082	partial or complete without displacement of fragments	5	up to 35
083	with displaced fragments or 'door-like' fracture	up to 14	up to 84
<b>Fracture of ribs</b>			
084	partial or complete of one rib clinically proven	5	up to 35
085	partial or complete of two to five ribs clinically proven	up to 7	up to 49

item	DIAGNOSIS	DNL - %	DNL - D
086	partial or complete of more than five ribs clinically proven	up to 10	up to 70
087	with displaced fragments or 'door-like' fracture of two to four ribs	up to 8	up to 56
088	with displaced fragments or 'door-like' fracture of more than four ribs	up to 18	up to 98
<b>ABDOMEN</b>			
<b>Contusions of abdomen wall</b>			
089	of high grade	2,5	up to 21
090	with operational restoration of abdominal cavity	up to 10	up to 70
091	Contusions of internal organs proven by expert examination	up to 10	up to 70
092	Taut, strained abdominal muscles	up to 5	up to 35
093	Wound penetrating abdominal cavity (without injury to organs)	up to 8	up to 56
<b>Injury of internal organs</b>			
094	Tearing, rupture of liver	up to 22	up to 112
095	Tearing, rupture of spleen	up to 14	up to 84
096	Tearing, rupture (contusion) of pancreas	up to 22	up to 112
097	Traumatic penetration of stomach	up to 20	up to 105
098	Traumatic penetration of duodenum	up to 16	up to 91
099	Tearing, rupture of small intestine	up to 14	up to 84
100	Tearing, rupture of large intestine	up to 16	up to 91
101	Tearing, rupture of mesentery	up to 14	up to 84
<b>UROGENITAL SYSTEM</b>			
102	Contusion of kidney (with haematuria)	up to 5	up to 35
103	High grade contusion of penis	up to 5	up to 35
104	High grade contusion of testicles and scrotum	up to 5	up to 35
105	Contusion of external, internal female genitals, traumatic miscarriage	up to 6	up to 42
106	High grade contusion of testicles and scrotum with traumatic inflammation of testicle, spermatic cord	up to 9	up to 63
<b>Rupture or crushing of kidney</b>			
107	conservative treatment	up to 14	up to 84
108	treated by operation	up to 18	up to 98
109	Rupture of urinary bladder	up to 14	up to 84
110	Rupture of urinary pipe	up to 18	up to 98
<b>SPINE</b>			
<b>High grade contusion</b>			
111	cervical spine	4	up to 28
112	thoracic spine	4	up to 28
113	lumbar spine	4	up to 28
114	sacral curve or coccyx	4	up to 28
<b>Twist, sprain</b>			
115	cervical spine	5	up to 35
116	thoracic spine	5	up to 35
117	lumbar spine	5	up to 35
118	sacral curve or coccyx	5	up to 35
<b>Dislocation</b>			
119	atlanto-occipital without damage to spinal cord or its stem	up to 42	up to 182
120	Cervical, thoracic, lumbar spine without damage to spinal cord or its stem	up to 42	up to 182
121	coccyx without damage to spinal cord or its stem	7	up to 49
122	Subluxation of cervical spine (displacement of vertebrae verified by expert examination)	up to 30	up to 140
<b>Fractures</b>			
123	of one protuberance	7	up to 49
124	more protuberances	up to 10	up to 70
125	arch	12	up to 77
126	dens epistrophei	up to 42	up to 182
127	Cracking of upper covering disc	up to 10	up to 70
128	Compression fractures of cervical, thoracic or lumbar vertebrae	up to 46	up to 196
129	Fragmented fractures of cervical, thoracic or lumbar vertebrae	up to 64	up to 259
130	Traumatic injury to intervertebral disc with fracture of adjacent body of vertebra	up to 42	up to 182
131	Injury to intervertebral disc without coincident fracture of vertebra	0	0
<b>PELVIS</b>			
132	Contusion of buttocks	2,5	up to 21
133	Contusion of pelvis	5	up to 35
134	Sprain of sacroiliac joint	5	up to 35



item	DIAGNOSIS	DNL - %	DNL - D
304	joint cartilage or osteochondral on condyles of femur	up to 8	up to 56
	<b>Fracture of kneecap</b>		
305	conservative treatment	up to 18	up to 98
306	open or operated	up to 26	up to 126
307	Fracture of joint cartilage or osteochondral fracture	up to 12	up to 77
	<b>Fracture of tibia</b>		
308	Fracture of intercondyloid eminence treated conservatively	22	up to 112
309	Fracture of intercondyloid eminence treated by operation	30	up to 140
310	one condyle – treated conservatively	20	up to 105
311	one condyle – treated by operation	30	up to 140
312	both condyles – treated conservatively	30	up to 140
313	both condyles – treated by operation	42	up to 182
314	detachment of tibial tubercle – treated conservatively	10	up to 70
315	detachment of tibial tubercle – treated by operation	18	up to 98
	<b>Fracture of crus</b>		
	<b>Fracture of fibula</b>		
316	without impact on ankle joint	up to 10	up to 70
	<b>Fracture of tibia or of both bones of lower leg</b>		
317	conservative treatment	up to 42	up to 182
318	open or operated	up to 62	up to 252
319	Tibial pilon fracture	up to 18	up to 98
320	Fragmented fracture of distal epiphysis of tibia	up to 42	up to 182
321	detachment of rear or frontal edge of tibia	up to 18	up to 98
	<b>Fracture of external ankle</b>		
322	conservative treatment	up to 10	up to 70
323	open or operated	up to 20	up to 105
324	Weber A	up to 10	up to 70
325	Weber B	up to 24	up to 119
326	Weber C	up to 34	up to 154
327	with partial dislocation of ankle bone treated conservatively	up to 22	up to 112
328	with partial dislocation of ankle bone treated by operation	up to 30	up to 140
329	with detachment of edge of tibia	up to 18	up to 98
	<b>Fracture of internal ankle</b>		
330	conservative treatment	up to 14	up to 84
331	open or operated	up to 18	up to 98
332	with partial dislocation of ankle bone treated conservatively	up to 22	up to 112
333	with partial dislocation of ankle bone treated by operation	up to 30	up to 140
334	with detachment of edge of tibia	up to 26	up to 126
	<b>Bimalleolar fracture – both ankles</b>		
335	conservative treatment	up to 22	up to 112
336	open or operated	up to 30	up to 140
337	with partial dislocation of ankle bone treated conservatively	up to 22	up to 112
338	with partial dislocation of ankle bone treated by operation	up to 30	up to 140
	<b>Trimalleolar fracture – both ankles and edge of tibia</b>		
339	conservative treatment	up to 26	up to 126
340	open or operated	up to 34	up to 154
	<b>Fracture of instep bone</b>		
	<b>Fracture of heel bone</b>		
341	not impairing static function (Bohler's angle)	up to 14	up to 84
342	impairing static function (Bohler's angle) or treated by operation	up to 30	up to 140

item	DIAGNOSIS	DNL - %	DNL - D
	<b>Fracture of ankle bone</b>		
343	conservative treatment	up to 26	up to 126
344	open or operated	up to 40	up to 175
345	posterior protuberance	5	up to 35
	<b>Fracture of scaphoid bone</b>		
346	conservative treatment	up to 20	up to 105
347	open or operated	up to 50	up to 210
348	Fracture of other instep bones	up to 14	up to 84
	<b>Fracture of tarsal bone</b>		
	<b>Fracture of tarsal bones of big toe or 'small' toe</b>		
349	conservative treatment	up to 8	up to 56
350	open or operated	up to 12	up to 77
	<b>Fracture of tarsal bones of other toes than the big toe or 'small' toe</b>		
351	conservative treatment	up to 5	up to 35
352	open or operated	up to 10	up to 70
	<b>Fractures of toes</b>		
	<b>Fracture of phalanges, phalanges of big toe</b>		
353	conservative treatment	up to 6	up to 42
354	open or operated	up to 8	up to 56
	<b>Fracture of one phalange, phalanges of the other toes</b>		
355	conservative treatment	up to 4	up to 28
356	open or operated	up to 8	up to 56
	<b>Amputation</b>		
357	Hip joint exarticulation or amputation of thigh	100	up to 365
358	both crus bones	92	up to 350
359	crus	62	up to 252
360	both legs	62	up to 252
361	foot	42	up to 182
362	big toe or part thereof	8	up to 56
363	individual toes (except for big toe) or parts thereof, for every toe	2.5	up to 21

INJURY TO NERVOUS SYSTEM			
	<b>Brain</b>		
	<b>Brain concussion</b>		
364	mild (grade I) verified by expert	up to 4	up to 28
365	moderate (grade II), hospitalization necessary	up to 8	up to 56
366	severe (grade III), hospitalization necessary	up to 22	up to 112
367	Brain contusion	up to 42	up to 182
368	Crushed brain tissue	up to 100	up to 365
	<b>Bleeding</b>		
369	into brain	up to 100	up to 365
370	intracranial or into spinal channel	up to 100	up to 365
	<b>Spinal cord</b>		
371	Concussion of spinal cord	up to 8	up to 56
372	Contusion of spinal cord	up to 42	up to 182
373	Bleeding into spinal cord	up to 100	up to 365
374	Crushed spinal cord	up to 100	up to 365
	<b>Nerves</b>		
375	Contusion of nerve with brief paralysis	up to 6	up to 42
376	Injury of nerve with severance of fibres	up to 30	up to 140
377	Severance of nerve	up to 70	up to 280

OTHER TYPES OF INJURIES			
378	Wound not requiring surgical treatment	0	0
379	Wound surgically treated or nail detachment	up to 4	up to 28

item	DIAGNOSIS	DNL - %	DNL - D
380	Injury by electric shock according to overall damage, hospitalization necessary	up to 5	up to 35
381	heatstroke or sunstroke, hospitalization necessary (with the exception of direct effect of solar radiation on skin)	up to 5	up to 35
	<b>Searing, burning or frost bite (with the exception of direct effect of solar radiation on skin)</b>		
382	grade I	0	0
	<b>grade II in the scope</b>		
383	up to 10 cm <sup>2</sup>	2.5	up to 21
384	over 10 cm <sup>2</sup> to 10 % of body surface	up to 7	up to 49
385	over 10 % to 20 % of body surface	up to 10	up to 70
386	over 20 % to 30 % of body surface	up to 14	up to 84
387	over 30 % to 40 % of body surface	up to 26	up to 126
388	over 40 % to 50 % of body surface	up to 42	up to 182
389	larger than 50% of body surface	up to 100	up to 365
	<b>grade III with surgical treatment necessary within the scope</b>		
390	up to 10 cm <sup>2</sup>	up to 7	up to 49
391	over 10 cm <sup>2</sup> to 10 % of body surface	up to 18	up to 98
392	over 10 % to 20 % of body surface	up to 34	up to 154
393	over 20 % to 30 % of body surface	up to 42	up to 182
394	larger than 30 % of body surface	up to 100	up to 365
395	Intoxication by gases and fumes, overall effect of radiation and chemical poisons	up to 5	up to 35
396	Snake bite	2.5	up to 21
397	Psychological shock	0	0
398	Traumatic shock	up to 10	up to 70

CONVERSION TABLE					
Percentage of indemnity corresponds to the Time of Necessary Treatment as follows					
No. of weeks	Percentage	No. of weeks	Percentage	No. of weeks	Percentage
2	0 %	19	28 %	36	62 %
3	2,5 %	20	30 %	37	64 %
4	4 %	21	32 %	38	66 %
5	5 %	22	34 %	39	68 %
6	6 %	23	36 %	40	70 %
7	7 %	24	38 %	41	72 %
8	8 %	25	40 %	42	74 %
9	9 %	26	42 %	43	76 %
10	10 %	27	44 %	44	78 %
11	12 %	28	46 %	45	80 %
12	14 %	29	48 %	46	82 %
13	16 %	30	50 %	47	84 %
14	18 %	31	52 %	48	86 %
15	20 %	32	54 %	49	88 %
16	22 %	33	56 %	50	92 %
17	24 %	34	58 %	51	96 %
18	26 %	35	60 %	52	100 %

DNL – the Time of Necessary Treatment in percentage

The Time of Necessary Treatment is rounded up to whole weeks: the last week of treatment is considered to be a full week

DNL – D – daily indemnity

The Time of Necessary Treatment is based on the number of days during which the insured really received treatment, however the max. number of days shall not be higher than the number of days assigned to a given bodily harm – see Valuation Table A.

### Changes in Valuation Tables by Insurer

The Insurer shall always notify the Policyholder of changes in Valuation Tables by 30th October of every year by publishing it on the Insurer's website and in official offices. If a change to the Valuation Tables is rendered at a time other than the date specified above the Insurer shall inform the Policyholder in writing or via any other agreed method of communication and, at the same time, make it possible for the Policyholder to get acquainted with the changes in the Valuation Tables via

their website or at official offices. The changes to the Valuation Tables come into effect 2 months after the notification of the changes, the precise date the changes come into effect shall be given in the notification of these changes.

If the Policyholder does not agree with a change implemented in the Valuation Table they may cancel the insurance affected by the change within the period of 1 month from the notification of the change in the

valuation tables. In such cases the insurance for transported persons terminates at the end of the insurance period during which the Insurer receives the notice of termination, or at the end of the next insurance period if the notice of termination does not precede the end of the insurance period in question by at least 6 weeks. Unless the Policyholder cancels the insurance in the way mentioned, they shall be considered to have accepted the change.

**Validation Tables published by Česká pojišťovna a.s.  
to determine the amount of an indemnity under accident insurance**

**TABLE B Insurance Benefit for Permanent Consequences of an Injury**

item	DIAGNOSIS	PC
<b>HEAD</b>		
	Absolute defect in cranium roof within the scope	
001	up to 10 cm <sup>2</sup>	4 %
002	over 10 cm <sup>2</sup>	10 %
	Brain and mental disorders after heavy head injury with diagnosed contusion or heavy concussion of brain	
003	mild	up to 20 %
004	severe	up to 100 %
	Nerve disorder according to grade	
005	facial nerve	up to 15 %
006	trigeminal nerve	up to 10 %
007	Injury to face accompanied with malfunctions or injury of head and neck except for scar evaluation on head and neck.	up to 15 %
	Scars on face and neck	
008	up to 1 cm	0 %
009	1 - 2 cm	0.50 %
010	over 2 cm for every other 1 cm	0.50 %
		up to 10 %
<b>EYE</b>		
	<b>Loss of eyes or eyesight</b>	
	For complete loss of vision the evaluation of the overall permanent consequences cannot be more than 25% for one eye, more than 75 % for the other and more than 100 % for both eyes.	
	Permanent consequences under items 018 - 025 are evaluated even over this limit.	
	When evaluating under point 023 it is not possible to include evaluations under points 024 and 025	
011	Consequences of eye injuries that have deteriorated overall acuity of vision – evaluation according to Table 1.	
012	Anatomic loss or atrophy of eye – shall be added to the identified value of permanent vision inferiority	5 %
013	Loss of lens in one eye	3 %
014	Loss of lenses in both eyes	6 %
015	Malfunction of oculomotor nerves or balance disorder of oculomotor nerves according to grade	up to 25 %
	<b>Limited field of vision because of injury</b>	
016	Concentric limitation – evaluation according to Table 2	
017	Other limitations – evaluation according to Table 3	
	'Tear ducts' damaged	
018	in one eye	5 %
019	in both eyes	10 %
	Wrong position of eyelashes that cannot be operated	
020	in one eye	5 %
021	in both eyes	10 %
022	Extension and paralysis of pupil (for eye with preserved vision)	3 %
023	Deformation of the outer segment of eye and its surroundings arousing sympathy or antipathy	3 %
	Post-traumatic lagophthalmos that cannot be corrected by operation	
024	one side	8 %
025	both sides	12 %
	Adjustment malfunction	
026	one side	6 %
027	both sides	3 %
028	Ptosis of upper lid (for eye with vision), if lid does not cover pupil	3 %
	Ptosis of upper lid (for eye with vision) that cannot be corrected by operation, if lid covers pupil	
	Limited field of vision is included in the item	
029	one side	up to 20 %
030	both sides	up to 60 %
<b>NOSE, SENSE OF SMELL</b>		
	Partial or complete loss of nose	
031	without breathing problems	up to 10 %
032	with breathing problems	up to 15 %
	Deformation of outer shape of nose or septum	
033	without significant malfunction of passage	3 %
034	with significant malfunction of passage	up to 8 %
035	Perforation of septum	3 %
036	Atrophy of nose mucous membrane after searing or burning	5 %
037	Loss of smell within the scope of	up to 10 %
<b>EAR</b>		
	Loss of <b>external ear</b>	
038	one external ear within the scope of	up to 8 %

item	DIAGNOSIS	PC
039	both external ears according to scope	up to 15 %
040	Deformation of external ear	up to 5 %
041	Permanent perforation of eardrum without obvious secondary infection	3 %
	Loss of <b>hearing</b>	
042	one ear while function of second ear preserved	15 %
043	one ear while function of second ear reduced	25 %
044	both ears as consequence of single injury	35 %
	<b>Impaired hearing – both sides</b>	
045	mild	up to 5 %
046	moderate	up to 20 %
047	severe	up to 30 %
	<b>Hearing impairment – both ears</b>	
048	mild	0 %
049	moderate	4 %
050	severe	up to 10 %
	Malfunction of <b>internal ear</b>	
051	one ear as per severity	up to 15 %
052	both ears as per severity	up to 40 %
<b>TANGUE</b>		
053	Conditions after tongue injury with tissue defect or scar defects without functional disorder	5 %
054	Loss of taste with the scope of	up to 10 %
<b>NECK INJURIES</b>		
	Narrowing of larynx and trachea without related functional problems	
055	mild	10 %
056	moderate	15 %
057	severe	30 %
058	Condition after tracheotomy with permanently inserted pipe including related functional disorders	50 %
059	Disorders of voice to loss of voice	up to 20 %
060	Impairment or loss of ability to speak as a result of injury to speech apparatus	up to 25 %
<b>TEETH</b>		
	<b>The Insurer shall indemnify the loss of teeth or parts thereof only if this is because of external violence</b>	
	<b>Loss</b>	
061	one tooth	1 %
062	every other tooth	1 %
063	loss of vitality of tooth as a result of injury	0.5 %
064	Deformity of permanent teeth as a result of traumatic damage of alveolus for every tooth	0.5 %
065	Tapering of abutment teeth (not damaged by injury) – eliminating consequences of injury with a dental bridge, for every tooth	0.5 %
066	Loss, breaking off or damage to artificial dental restorations and temporary milk teeth	0 %
<b>THORAX</b>		
067	Deformation of breast(s)	up to 10 %
	Amputation of breast(s)	
068	up to 40 years	up to 30 %
069	over 40 years	up to 20 %
	Limited movement of <b>thorax</b> and <b>pulmonary and pleural adhesion</b> clinically verified	
070	mild	5 %
071	moderate	10 %
072	severe	up to 30 %
	Damage to <b>lungs</b> according to level to which function and capacity are impaired, substantiated with an expert examination	
073	one side	up to 40 %
074	both sides	up to 80 %
075	Heart and artery malfunctions (only as result of direct injury) clinically verified according to grade of damage	up to 80 %
076	Tracheo-oesophageal fistula	25 %
	narrowing of <b>gullet</b>	
077	mild	7 %
078	moderate	20 %
079	severe	50 %
<b>ABDOMEN</b>		
080	Damage to abdomen wall accompanied with damage to diaphragm	10 %
081	Impaired function of digestive organs according to nutrition disorder level	up to 80 %
	Loss of <b>spleen and related problems</b>	
082	partial	up to 10 %

item	DIAGNOSIS	PC
083	complete	15 %
084	Damage to large intestine or rectum, including related problems	up to 40 %
<b>KIDNEYS</b>		
085	Loss of part of kidney according to level of kidney malfunction	up to 15 %
	Loss of kidney	
086	while function of the other kidney preserved	20 %
087	while reduced function of the other kidney preserved	30 %
088	Loss of both kidneys	50 %
089	Damage to function after kidney injury according to level	up to 20 %
090	Chronic inflammation of kidneys or urinary tracks according to severity	up to 30 %
<b>GENITALS</b>		
091	Loss of one testicle (in case of cryptorchidism to be assessed as loss of both testicles)	10 %
	Loss of both testicles	
092	up to 50 years	25 %
093	over 50 years	15 %
	Loss of penis or serious deformity	
094	up to 45 years	up to 30 %
095	up to 60 years	15 %
096	over 60 years	10 %
097	Traumatic deformity of female genitals	up to 40 %
<b>SPINE</b>		
	Limited movement of spine – <b>without neurological symptoms</b>	
098	mild	up to 8 %
099	moderate	up to 15 %
100	severe	up to 35 %
	<b>Disorder of neurological nature</b> after injury to spinal cord, meninx or stem (with exclusion of problems caused by herniated disc, unless it is related to concurrent fracture of adjacent vertebrae)	
101	mild	up to 15 %
102	moderate	up to 30 %
103	severe	up to 100 %
<b>PELVIS</b>		
	Impaired coherence of the pelvic ring with static disorder of spine and function of lower limbs	
104	in women up to 45 years of age.	up to 40 %
105	in women over 45 years of age.	up to 25 %
106	in men	up to 30 %
<b>UPPER LIMB</b>		
	<b>The given value apply to the right-handed With the left-handed the evaluation is the reverse</b>	
	<b>Loss</b> of upper limb in shoulder joint or in area between elbow joint and shoulder joint	
107	on the right	60 %
108	on the left	50 %
	<b>Nonunion of bone</b> of upper limb <b>not distinguishing the locality</b> (with the exception of scaphoid bone)	
109	on the right	20 %
110	on the left	15 %
	<b>Nonunion of scaphoid bone</b>	
111	on the right	15 %
112	on the left	10 %
<b>Shoulder, arm</b>		
	<b>Full rigidity</b> of shoulder joint in <b>unfavourable</b> position (full abduction, abduction or position close to such condition)	
113	on the right	35 %
114	on the left	30 %
	<b>Full rigidity</b> of shoulder joint in <b>favourable</b> position or similar position (sideways arm stretch 50 - 70 degrees, forward arm stretch 40 - 45 degrees and internal rotation)	
115	on the right	25 %
116	on the left	20 %
	<b>Limited movement</b> of shoulder joint	
	mild (arms lift forwards instead of sideways, forward arm stretch incomplete over 135 degrees)	
117	on the right	5 %
118	on the left	4 %

item	DIAGNOSIS	PC
	moderate (arms lift forward instead of sideways, forward arm stretch up to 135 grades)	
119	on the right	10 %
120	on the left	8 %
	severe (arms lifted forward instead of sideways, forward arm stretch incomplete below 90 degrees)	
121	on the right	15 %
122	on the left	12 %
	<b>Positional instability</b> of shoulder joint	
123	on the right	up to 15 %
124	on the left	up to 10 %
	Uncorrected <b>sternoclavicular dislocation</b>	
125	on the right	3 %
126	on the left	2 %
	Uncorrected <b>acromioclavicular dislocation</b> , except for malfunction of shoulder joint	
127	on the right	3 %
128	on the left	2 %
	Permanent consequences after rupture of caput longum of biceps, while functions of shoulder and elbow joints remain intact	
129	on the right	3 %
130	on the left	2 %
	<b>Elbow joint, forearm</b>	
	<b>Full rigidity</b> of elbow joint in <b>unfavourable</b> position (full stretching or full bending or position close to such condition)	
131	on the right	30 %
132	on the left	25 %
	<b>Full rigidity</b> of elbow joint in <b>favourable</b> position or similar position (bending at angle 90 - 95 degrees)	
133	on the right	20 %
134	on the left	15 %
	<b>Limited movement</b> of elbow joint	
	mild	
135	on the right	up to 5 %
136	on the left	up to 4 %
	moderate	
137	on the right	up to 10 %
138	on the left	up to 8 %
	severe	
139	on the right	up to 16 %
140	on the left	up to 14 %
	<b>Full rigidity</b> of radioulnar joint (it is impossible to turn elbow away from body or turn it towards body)	
141	on the right	20 %
142	on the left	15 %
	<b>Limited turning function</b> of forearm	
	mild	
143	on the right	up to 5 %
144	on the left	up to 4 %
	moderate	
145	on the right	up to 10 %
146	on the left	up to 8 %
	severe	
147	on the right	up to 20 %
148	on the left	up to 15 %
	<b>Positional instability</b> of elbow joint	
149	on the right	up to 20 %
150	on the left	up to 15 %
	<b>Wrist, hand</b>	
	<b>Loss of forearm</b> while preserving elbow joint	
151	on the right	50 %
152	on the left	40 %
	<b>Loss of hand</b> at wrist	
153	on the right	50 %
154	on the left	40 %
	Loss of all <b>fingers</b> on one hand, including metacarpal bones	
155	on the right	50 %
156	on the left	40 %
	Loss of <b>fingers</b> except for <b>thumb</b> , incl. possibly metacarpal bones	
157	on the right	45 %
158	on the left	37 %
	<b>Full rigidity of wrist</b>	
	in palmar flexion in set position (bending fingers towards palm)	
159	on the right	up to 25 %
160	on the left	up to 20 %
	in dorsal flexion as set	
161	on the right	up to 15 %
162	on the left	up to 10 %
	<b>Limited movement</b> of wrist	
	mild	
163	on the right	4 %
164	on the left	3 %
	moderate	
165	on the right	8 %
166	on the left	6 %
	severe	
167	on the right	up to 15 %
168	on the left	up to 10 %
	<b>Unstable position</b> of wrist	
169	on the right	up to 10 %
170	on the left	up to 5 %
	<b>Fingers</b>	
	<b>Thumb</b>	
	Loss of thumb with metacarpal bone	
171	on the right	25 %

item	DIAGNOSIS	PC
172	on the left	20 %
	Loss of both phalanges of thumb	
173	on the right	18 %
174	on the left	14 %
	Loss or entire end phalange of thumb or part thereof	
175	on the right	up to 9 %
176	on the left	up to 6 %
	Full rigidity of all joints of thumb in set position	
177	on the right	up to 20 %
178	on the left	up to 18 %
	Full rigidity of carpometacarpal joint of thumb in set position	
179	on the right	up to 9 %
180	on the left	up to 7 %
	Full rigidity of basic joint of thumb	
181	on the right	5 %
182	on the left	4 %
	Full rigidity of interphalangeal joint of thumb in set position	
183	on the right	up to 8 %
184	on the left	up to 6 %
	Malfunction of gripping function of thumb	
	mild	
185	on the right	2 %
186	on the left	1 %
	moderate	
187	on the right	up to 8 %
188	on the left	up to 5 %
	severe	
189	on the right	up to 18 %
190	on the left	up to 15 %
	<b>Index finger</b>	
	Loss of index finger with metacarpal bone	
191	on the right	14 %
192	on the left	12 %
	Loss of all three phalanges of index finger	
193	on the right	10 %
194	on the left	8 %
	Loss of two phalanges of index finger	
195	on the right	up to 8 %
196	on the left	up to 6 %
	Loss of end phalange of index finger	
197	on the right	up to 5 %
198	on the left	up to 4 %
	Full rigidity of all three joints of index finger in stretched position	
199	on the right	10 %
200	on the left	8 %
	Full rigidity of all three joints of index finger in extreme bending position	
201	on the right	14 %
202	on the left	12 %
	Impossible to fully stretch one of joints of index finger	
203	on the right	2 %
204	on the left	1 %
	<b>Loss injuries and full rigidity in extreme positions cannot be evaluated together with a gripping malfunction</b>	
	Gripping malfunction of fingers	
	1 to 2 cm needed to close palm completely	
205	on the right	3 %
206	on the left	2 %
	2 to 3 cm needed to close palm completely	
207	on the right	5 %
208	on the left	3 %
	3 to 4 cm needed to close palm completely	
209	on the right	7 %
210	on the left	4 %
	over 4 cm needed to close palm completely	
211	on the right	up to 10 %
212	on the left	up to 8 %
	<b>Middle finger, ring finger, small finger</b>	
	Loss of entire finger with metacarpal bone	
213	on the right	9 %
214	on the left	7 %
	Loss of three phalanges	
215	on the right	7 %
216	on the left	5 %
	Loss of two phalanges	
217	on the right	5 %
218	on the left	4 %
	Loss of end phalange	
219	on the right	up to 3 %
220	on the left	up to 2 %
	Full rigidity of all three joints of one of these fingers in extreme stretching or bending	
221	on the right	9 %
222	on the left	7 %
	Impossible to fully stretch one joint of one of these fingers	
223	on the right	1 %
224	on the left	1 %
	<b>Loss injuries and full rigidity in extreme positions cannot be evaluated together with a gripping malfunction</b>	
	Malfunction of gripping function of fingers	
	1 to 2 cm needed to close palm completely	
225	on the right	1 %
226	on the left	1 %
	2 to 3 cm needed to close palm completely	
227	on the right	3 %
228	on the left	2 %

item	DIAGNOSIS	PC
	3 to 4 cm needed to close palm completely	
229	on the right	5 %
230	on the left	4 %
	over 4 cm needed to close palm completely	
231	on the right	up to 8 %
232	on the left	up to 6 %
	<b>Upper limb – neurological impairment</b>	
	Disorder of <b>axillary nerve</b>	
233	on the right	up to 25 %
234	on the left	up to 20 %
	Disorder of <b>all three nerves</b> (possibly of the entire brachial plexus)	
235	on the right	up to 60 %
236	on the left	up to 50 %
	Malfunction of <b>radial nerve</b>	
	with impact on all innervated muscles	
237	on the right	up to 40 %
238	on the left	up to 30 %
	with preserved function of triceps	
239	on the right	up to 30 %
240	on the left	up to 20 %
	Distal paralysis of part of radial nerve with mal-function of thumb muscles	
241	on the right	up to 10 %
242	on the left	up to 8 %
	<b>Elbow nerve disorder</b>	
	affecting all innervated muscles	
243	on the right	up to 30 %
244	on the left	up to 25 %
	<b>distal part</b> while function of flexor carpi ulnaris and part of deep finger flexor are preserved	
245	on the right	up to 20 %
246	on the left	up to 15 %
	Disorder of <b>musculocutaneous nerve</b>	
247	on the right	up to 20 %
248	on the left	up to 10 %
	<b>Median nerve disorder</b>	
	affecting all innervated muscles	
249	on the right	up to 20 %
250	on the left	up to 15 %
	<b>distal part</b> with impairment of mainly thenar muscles	
251	on the right	up to 8 %
252	on the left	up to 5 %
	<b>sensitive branch</b> on wrist with sensitivity disorder	
253	on the right	up to 15 %
254	on the left	up to 10 %
	<b>LOWER LIMB</b>	
255	Loss of one limb in hip joint or in area between hip joint and knee joint	50 %
256	Necrosis of femur head	40 %
257	Nonunion of any lower limb bone	25 %
	<b>Shortening</b> of one lower limb	
258	up to 2 cm	0 %
259	by more than 2 cm to 4 cm	5 %
260	by more than 4 cm to 6 cm	10 %
261	over 6 cm	up to 15 %
262	Deformity of femur (healed fracture with axis or rotation deviation) 1) shall be proved by RTG 2) evaluated only if the value is at least 5° 3) For every 5° of deviation the indemnity to rise by	5 %
	<b>Deviations</b> over 45° shall be evaluated the same as the loss of a limb . When evaluating <b>axis deviation</b> it is not possible to include shortening of a limb.	
	<b>Hip joint</b>	
	Full <b>rigidity</b> of hip joint	
263	in adverse position	40 %
264	in favourable position	30 %
	<b>Limited movement</b> of hip joint	
265	mild	up to 8 %
266	moderate	up to 15 %
267	severe	up to 25 %
	<b>Knee joint</b>	
	Full <b>rigidity</b> of knee joint	
268	in adverse position	up to 30 %
269	in favourable position	up to 20 %
	<b>Limited movement</b> of knee joint	
270	mild	up to 5 %
271	moderate	up to 10 %
272	severe	up to 20 %
	<b>Positional instability</b> of knee joint	
273	in case of insufficient function of one lateral ligament	up to 5 %
274	in case of insufficient function of anterior cruciate ligament	up to 15 %
275	in case of insufficient function of anterior and posterior cruciate ligament	up to 25 %
	<b>Removal of meniscus</b>	
276	part of one meniscus	2.5 %
277	one meniscus	5 %
278	parts of both menisci	5 %
279	both menisci	10 %
280	Removal of kneecap, including thinning and limited function of quadriceps	10 %
	<b>Crus</b>	
	Loss of lower limb at crus	
281	with preserved knee joint	45 %

item	DIAGNOSIS	PC
282	with rigid knee joint	50 %
283	Traumatic deformity of crus bone (healed fracture with axis or rotation deviation) 1) shall be proved by RTG 2) evaluated only if the value is at least 5° 3) For every 5° of deviation the indemnity to rise by 5 %	up to 40 %
	<b>Deviations</b> over 45° shall be evaluated the same as the loss of a crus. When evaluating axis deviation it is not possible to include shortening of a limb.	
	<b>Ankle joint</b>	
284	Loss of leg at ankle joint or below it	40 %
	Loss of foot at Chopart's joint	
285	with ankle joint arthrodesis	30 %
286	with stump at plantar flexion	40 %
287	Loss of leg at Lisfranc joint or below it Full <b>rigidity</b> of ankle joint	25 %
288	in adversary position (dorsal flexion or higher grade of plantar flexion)	30 %
289	in perpendicular position	25 %
290	in favourable position (flexion towards sole about 5°)	20 %
	<b>Limited movement</b> of ankle joint	
291	mild	up to 4 %
292	moderate	up to 10 %
293	severe	up to 15 %
	<b>Positional instability</b> of ankle joint	
294	due to insufficient function of anterior ligament	up to 5 %
295	due to insufficient function of posterior ligament	up to 10 %
	<b>Pronation and supination</b> of foot	
296	complete loss	8 %
297	limitation according to scope	up to 5 %

item	DIAGNOSIS	PC
298	Deformity in area of ankle and foot – flat, curved in, curved out	up to 15 %
	<b>Leg</b>	
	<b>Loss</b>	
299	both phalanges of big toe with metacarpal bone or part thereof	12 %
300	both phalanges of big toe	6 %
301	end phalange of big toe	3 %
302	other toe, for every toe	1 %
303	small toe with metacarpal bone or part thereof	8 %
304	all toes	10 %
	<b>Full rigidity</b>	
	interphalangeal joint of big toe	
305	in basic position	1 %
306	in flexion	2 %
	basic joint of big toe	
307	in basic position	3 %
308	in extension	5 %
309	both joints of big toe	6 %
	<b>Limited movement</b>	
310	interphalangeal joint of big toe	1 %
311	basic phalange of big toe	up to 4 %
312	Malfunction of any other toe other than the big toe, for every toe	0.50 %
	<b>Atrophy of muscles</b> of lower limbs while movement at joint is not limited	
313	on thigh	up to 5 %
314	on crus	up to 3 %
	<b>Circulation and trophic disorders, algodystrophy syndrome</b>	
315	on one lower limb	up to 10 %
316	on both lower limbs	up to 20 %

item	DIAGNOSIS	PC
	<b>Lower limb – neurological impairment</b>	
	<b>The scope of impairment is evaluated according to EMG results. The indemnity covers vasomotor and trophic disorders.</b>	
	Disorder of	
317	nervus ischiadicus	up to 40 %
318	nervus femoralis	up to 25 %
319	nervus obturatorius	up to 10 %
	<b>nervus tibialis</b>	
320	affecting all innervated muscles	up to 25 %
321	distal part with malfunction of toes	up to 5 %
	<b>peroneal nerve</b>	
322	affecting all innervated muscles	up to 20 %
323	deep branches	up to 15 %
324	surface branches	up to 5 %
	<b>GENERAL</b>	
	Extensive <b>planar scars</b> (not including malfunctions)	
325	from 0.5 % to 15 % of body surface area	up to 10 %
326	over 15 % of body surface area	up to 40 %
327	Chronic inflammation of bone marrow in any locality after open wounds or operational interventions necessary to treat the consequences of an injury (Osteomyelitis)	15 %
328	In the case of limited movement of shoulder joint of mild, medium or severe grade the evaluation shall be increased by one third if rotating movements are also limited following the provisions in points 117 to 122.	up to 5 %

**AUXILIARY TABLES**  
for evaluation of permanently impaired vision

**TABLE NO. 1:** (evaluation according to item 011)

Indemnity in case of permanent bodily injury with reduction of visual acuity with optimal correction by glasses

	6/6	6/9	6/12	6/15	6/18	6/24	6/30	6/36	6/60	3/60	1/60	0
6/6	0	2	4	6	9	12	15	18	21	23	24	25
6/9	2	4	6	8	11	14	18	21	23	25	27	30
6/12	4	6	9	11	14	18	21	24	27	30	32	35
6/15	6	8	11	15	18	21	24	27	31	35	38	40
6/18	9	11	14	18	21	25	28	32	38	43	47	50
6/24	12	14	18	21	25	30	35	41	47	52	57	60
6/30	15	18	21	24	28	35	42	49	56	62	68	70
6/36	18	21	24	27	32	41	49	58	66	72	77	80
6/60	21	23	27	31	38	47	56	66	75	83	87	90
3/60	23	25	30	35	43	52	62	72	83	90	95	95
1/60	24	27	32	38	47	57	68	77	87	95	100	100
0	25	30	35	40	50	60	70	80	90	95	100	100

If the acuity of vision was reduced before the injury to the extent corresponding to invalidity higher than 75 % and if the injury has caused blindness of the better eye, or if one eye was blind before the injury and the second one, which became blind due to the injury, had acuity of vision worse than the value corresponding to 75 % invalidity, an indemnity shall be paid at the level of 25 %.

**PC – Permanent Consequences of an injury**

If a progressive insurance benefit for the permanent consequences of injury is arranged, the Insurer shall pay an insurance benefit for the permanent consequences of injury depending on their scope deter-

mined as a percentage under Valuation Table B as follows, for more details see the complementary insurance conditions of the product.

**Changes in Valuation Tables by Insurer**

The insurer shall always notify the Policyholder of changes in Valuation Tables by 30th October of every year by publishing it on the Insurer's website and in official offices. If a change to the Valuation Tables is rendered at a time other than the date specified above the Insurer shall inform the Policyholder in writing or via any other agreed method of communication and, at the same time, make it possible for the Policyholder to get acquainted with the changes in the Valuation Tables via their website or at official offices. The changes to the Valuation Tables come into effect 2 months after the notification of the changes, the precise date the changes come into effect shall be given in the

notification of these changes. If the Policyholder does not agree with a change implemented in the Valuation Table they may cancel the insurance affected by the change within the period of 1 month from the notification of the change in the valuation tables. In such cases the insurance for transported persons terminates at the end of the insurance period during which the Insurer receives the notice of termination, or at the end of the next insurance period if the notice of termination does not precede the end of the insurance period in question by at least 6 weeks. Unless the Policyholder cancels the insurance in the way mentioned, they shall be considered to have accepted the change.

**TABLE NO. 2:** (evaluation according to item 016)

Indemnity for permanent impairment in the case of concentric narrowing of the field of vision

Grade of narrowing	of one eye	of both eyes to the same extent	of one eye if the other is blind
k 60°	0 %	10 %	40 %
Def. concentric narrowing	Percentage of indemnity for permanent bodily harm		
k 50°	5 %	25 %	50 %
ke 40°	10 %	35 %	60 %
ke 30°	15 %	45 %	70 %
ke 20°	20 %	55 %	80 %
k 10°	23 %	75 %	90 %
k 5°	25 %	100 %	100 %

If one eye was blind before the injury and the concentric narrowing on the other eye was 25° or more and the eye is not completely or practically blind or the field of vision has narrowed to 5°, an indemnity shall be paid at the level of 25 %.

**TABLE NO. 3:** (evaluation according to item 017)

Indemnity for permanent impairment in the case of non-concentric narrowing of the field of vision

Homonymous hemianopsia	Percentage of indemnity
left-sided	35 %
right-sided	45 %
binasal	10 %
bitemporal	60 % – 70 %
double-sided upper	10 % – 15 %
double-sided lower	30 % – 50 %
one-sided nasal	6 %
one-sided temporal	15 % – 20 %
one-sided upper	5 % – 10 %
one-sided lower	10 % – 20 %
quadrant nasal upper	4 %
nasal lower	6 %
temporal upper	6 %
temporal lower	12 %

Central scotoma (one-sided or double-sided) is evaluated according to the value of acuity of vision.