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## Practical Hints to Clients

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### 1. What to do when you have been involved in a traffic accident?

- Pull up immediately and secure the place of accident (turn on the emergency lights and place the warning triangle on the road).
- If anyone has been injured, administer first aid within your abilities and always contact the medical emergency service (phone number 155), the police (phone no. 158) and, if necessary, also the fire department (phone no. 112).
- In cases defined by legislation, report the accident to the police (see point 2 below).
- If the police has been called to the place of accident, sign the police protocol only if you agree with its content. If not, add your own version of the accident (write in your own language).
- Restrain from drinking alcoholic beverages and taking other habit-forming substances.
- Write down registration numbers of all vehicles involved in the accident, names and addresses of their drivers and/or owners and insurance details.
- Write down the names and addresses of any witnesses.
- In your own interest mark the position of the vehicles and take photographs of the scene of accident.
- If the police has not been called to the traffic accident, write up with the other party involved in the accident how the accident happened, and the cause and degree of liability in the accident. Preferably do this by filling in the form "Traffic Accident Record" (*Záznam o dopravní nehodě*), sign the form and let the other party sign it as well.
- After the police has finished investigating the accident, remove the vehicles from the scene of accident.
- In you have had an accident or a breakdown, our Assistance Service will take care of you 24 hours a day, 7 days a week. Call **+420 841 114 114** irrespective of whether from the Czech Republic or from abroad.
- If you have an accident abroad, you can make use of one of our national offices in the country in which you had the traffic accident. Their addresses and

telephone numbers are listed on website [www.cobx.org](http://www.cobx.org).

- You can also report the claim to Česká pojišťovna a.s. telephonically by calling **+420 841 114 114**, through the internet ([www.ceskapojistovna.cz](http://www.ceskapojistovna.cz)), or in writing at any branch of Česká pojišťovna a.s.
- To report a claim, you will need the number of your policy, details about the parties involved in the traffic accident, the road worthiness certificate (OTP) and your driver's licence.
- If you were involved in a traffic accident in the Czech Republic where the liable party is a foreign national, contact directly the Czech Office of Insurers or your insurance company.
- If you do not know the registration number of the vehicle which caused the accident, contact directly the Czech Office of Insurers.
- You can have the claim handled conveniently by making use of the offering of Česká pojišťovna's contracted repair workshops listed on [www.ceskapojistovna/servisy](http://www.ceskapojistovna/servisy).

### 2. When do I have to call the police to the accident?

Any traffic accident in which a person has been injured or killed or where the material damage of any of the vehicles involved in the accident, including articles transported in them, appears to be greater than CZK100,000. Reported to the police, regardless of the loss suffered, must be also any accident if the parties involved are unable to restore, without having to exert a disproportional effort, normal traffic on the road, if part of the road or its accessory has been destroyed or damaged, or if a third party has suffered a material loss on its assets.

### 3. How do I make changes in my policy?

Some simple changes such as a change of the vehicle registration number (formerly SPZ), can be reported to our operators by calling

+420 841 114 114. Other policy changes required by yourself can be reported at a counter of any branch of Česká pojišťovna a.s., or sent in writing to P.O. Box 305, 601 00 Brno.

### 4. When am I eligible to a no-claim bonus?

A no-claim bonus is a discount granted for a claim-free history. For every 12 months without a claim, you will get from Česká pojišťovna a.s. a 5% premium discount

If after having cancelled any motor insurance you have been given a no-claim certificate (including one issued by other insurance companies), you can present it in order to have your eligibility for a no-claim bonus assessed.

### 5. How will I be getting a green card?

You received a green card immediately after concluding your third party liability insurance. Before the green card expires, you will be sent a new one by post. All correspondence is sent to the last known address reported by the client. Therefore do not forget to report any changes in your mailing address on time.

### 6. What should I do when selling the vehicle?

Notify us without undue delay when the vehicle has changed owners. The motor third party liability insurance lapses on the day on which you report the ownership change. In order for us to issue a claim history certificate for the insurance and refund any premium, you must return the green card to us. Keep the insurance claim history certificate. When concluding a new motor insurance, you may be granted a premium discount based on this certificate, even by other insurance companies.

For further information please contact your agent by calling Česká pojišťovna Client Service at +420 841 114 114, or go to [www.ceskapojistovna.cz](http://www.ceskapojistovna.cz).

In respect of meeting obligations set forth by Act No. 101/2000, the Personal Data Protection Act, Česká pojišťovna wishes to inform you about the processing of your personal data and about your rights and the rights of the data administrator or processor.

We regard your personal data as strictly confidential and may not disclose them, similarly as we may not disclose information concerning your insurance, as set forth in Article 126 and following of Act No. 277/2009, the Insurance Act. These personal data may be disclosed only with a permission of the person to whom these data concern, and against a written request from public service authorities, administrative authorities and other subjects named in legal regulations, under the conditions set forth by these legal regulations.

Your address and personal identification data will be processed by the data administrator, Česká pojišťovna a.s., and its contractual processors who meet the requirements of Act No. 101/2000, the Personal Data Protection Act, and this within the extent in which you have provided them to us, and in connection with our contractual or other relationship, for the purposes of insurance activities and other activities defined by Act No. 277/2009, the Insurance Act, and this for the period of time necessary to secure the rights and obligations arising from generally binding legal regulations (e.g. the Archival Act, the Prevention of Legalisation of Proceeds from Criminal Activities Act, accounting and tax regulations, etc.). Česká pojišťovna a.s. and its contractual processors who meet the relevant legal requirements, process personal data also for the

purpose of negotiating and concluding insurance policies and, unless the subject to whom the data concern expresses an explicit written disagreement with it, also process personal data for the purpose of offering business and services, within an extent defined by legislation.

The provided personal data may be, provided relevant legal requirements have been met, passed to subjects of the Generali International Group and the PPF International Group for the purposes and period of time specified in the previous paragraph. The data will be processed by both, automatic data processing and manually.

### **The administrator and processors are obliged to:**

- adopt such measures which will prevent unauthorised or accidental access to personal data, modification, destruction or loss of these data, illegal transmissions or other unauthorised processing, as well as any other misuse; this obligation remains in force even after the processing of the personal data has ended;
- process only truthful and accurate personal data;
- collect the data within an extent necessary for the defined purpose;
- refrain from collecting personal data which have been acquired for different purposes;
- when processing personal data, respect the privacy of the persons to whom the personal data concern;
- process and document all adopted and implemented technical and organisational measures in order to guarantee protection of the personal data, including special measures

concerning automatic data processing;

- at a request of the subject to whom the personal data concern provide information about the processing of the subject's personal data, against a payment of material costs connected thereto.

Any person who comes into contact with personal data (including the administrator's or the processor's employees) must abide by the non-disclosure obligation in respect of both, personal data, as well as any security measures adopted to protect them; this obligation remains in force indefinitely, even after the employment or other applicable relationship has ended.

If the administrator or the processor processes personal data contrary to the legislation or contrary to the protection of the data subject's privacy and personal life, the data subject can demand from the administrator or processor an explanation, or demand that the defective situation is rectified. If the data subject's demand is justified, the administrator or the concrete processor must rectify the defective situation forthwith. If the demand is not satisfied, the data subject may lodge a complaint to the Office for the Protection of Personal Data.

Česká pojišťovna a.s. processes only accurate personal data acquired in accordance with relevant legislation and, when necessary, updates the personal data. In order to make this possible, persons whose personal data are processed must report to the administrator any changes in them immediately.

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**General Insurance Terms and Conditions**  
**for Motor Third Party Liability Insurance VPP POV 2006**

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**Article 1**

**Introductory provisions**

1. Rights and obligations from Motor Third Party Liability Insurance are governed by the provisions of Act No. 168/1999 (hereafter referred to only as "Act"), Act No. 37/2004 ("Insurance Policy Act"), these General Insurance Terms and Conditions (hereafter referred to only as "General Insurance Terms and Conditions") and by the provisions of the relevant Insurance Policy.
2. Motor Third Party Liability insurance of a vehicle identified by the vehicle identification data (hereafter referred to only as "MTPL insurance") is a private non-valued insurance against insurance risks specified in the Insurance Policy.

**Article 2**

**The Insurer**

1. The Insurer is Česká pojišťovna, a.s., registered office Praha 1, Spálená 75/16, Postcode 113 04, Czech Republic, Id No. (IČ) 45272956, a company incorporated in Commercial Register of Municipal Court in Prague, Section B, File 1464 (hereafter referred to only as "Insurer").

**Article 3**

**Insurance cover**

1. The Insurer provides MTPL insurance in several variants specified in the Insurance Policy, which differ from each other mainly in:
  - a) the limits of insurance benefits paid;
  - b) the way the previous claim history of the Policyholder or other persons defined by the Insurer is taken into account;
  - c) options to add policy riders;
  - d) by the fact that some insurance versions may have policy riders already included in the premium for the MTPL insurance (especially assistance services).
2. Irrespective of the version as per paragraph 1 of this Article, the MTPL insurance provides a cover at least within the extent set forth by applicable provisions of Act No. 168/1999 in its current version.
3. The different MTPL versions are identified by a commercial name (Standard, Exclusive and other).

4. Parameters of the various MTPL versions mentioned in paragraph 1 are uniquely defined by the Insurer, and any deviations from these definitions are subject to agreement between the Parties.

5. Provided it is explicitly stipulated in the Insurance Policy, and provided the Insured has met the following obligations:

- informed the Insurer without undue delay if, following a claim incident, criminal proceedings have been instituted against him/her, and kept the Insurer informed about the progress of these proceedings;
- informed the Insurer without undue delay if the claimant has exercised the right to be indemnified for damages in a court of law;
- in indemnity for damages proceedings proceed in accordance with the Insurer's instructions; especially the Insured must not, without the Insurer's permission, make any undertakings to pay for claims which are past the statute of limitations and must not, without the Insurer's permission, enter into any consent decree; the Insured must appeal on time against any court verdict concerning an indemnity for damages, unless he/she receives during the appeal term a different instruction from the Insurer,

the Insurer will pay in connection with the claim incident on behalf of the Insured the costs (if a limit is stipulated in the Insurance Policy, then up to this limit stipulated in the Insurance Policy):

- a) which do not exceed an out-of-contract lawyer's fee for defence in a preliminary hearing and in the hearing before a court of first instance in criminal proceedings instituted against the Insured, or in similar administrative proceedings in connection with the claim incident. The Insurer will pay for analogous costs before an appellate court only if the Insurer has undertaken to pay these costs in writing;
- b) of court hearings concerning indemnity for damages which were held with the Insurer's knowledge and consent, provided the Insured is liable to pay indemnity for damages; the Insurer will pay for the Insured's

legal representation only if he has made a written undertaking to do so.

**Article 4**

**Inception, amendments and lapse of MTPL insurance**

**Inception of MTPL insurance**

1. The MTPL inception date is the day following the day on which the Insurance Policy was concluded (at 0000 hours), unless a different inception moment is stipulated in the Insurance Policy.
2. Unless stipulated in the Insurance Policy otherwise, the MTPL insurance is an indefinite term insurance, with insurance period one year (12 calendar months).
3. It is possible to buy a short-term MTPL insurance for a period shorter than one insurance year. It is possible to buy MTPL insurance for a period shorter than 14 days only if the need for a shorter insurance term arises from a generally binding legal regulation.

**MTPL insurance lapse**

4. MTPL insurance lapses for the reasons and under the conditions set forth by the Act, unless stipulated hereunder otherwise.
5. If property jointly owned by a married couple has ceased to exist due to the death or due to being declared dead, of the spouse in whose name the Insurance Policy has been issued for the vehicle which is the couple's joint property and part of which are these VPP POV 2006, the Policyholder's rights and obligations from this MTPL insurance transfer to the surviving spouse, provided he or she remains an owner of this vehicle.
6. If property jointly owned by a married couple has ceased to exist as a consequence of the couple's divorce, the rights and obligations from MTPL insurance will transfer to the one of the divorced couple who becomes, after the jointly owned property has been settled, an owner of the vehicle specified in the Insurance Policy.
7. If the Policyholder who is not the vehicle's owner dies or ceases to exist without a legal successor, the Policyholder's rights and obligations transfer to the vehicle's owner.
8. If the vehicle's owner who is also the Policyholder dies, the rights and obligations will be exercised by the

person who inherits the vehicle following final adjudication in inheritance proceedings. Until the inheritance ruling becomes final adjudication, the Policyholder's rights and obligations will be exercised by the person who legitimately uses the vehicle.

#### **Article 5**

##### **Insurance benefits provided by the Insurer**

1. The Insurer pays insurance benefits to the claimant under the conditions and to the extent set forth by the Act, up to the insurance benefits limits stipulated in the Insurance Policy.
2. The Insurer pays insurance benefits in local currency, unless the Act or international treaties which have become part of the Czech Republic's legislation require that the Insurer pays in a different currency.
3. The Insurer does not pay for a loss which the Insured has undertaken to pay above the framework set forth by legislation or above the framework of final adjudication court ruling concerning indemnity for damages.

#### **Article 6**

##### **Policyholder's and Insured's obligations**

1. In addition to the obligations set forth by the Act, the Insured must:
  - a) behave in such a way as to prevent a claim incident from taking place, adopt suitable and timely measures aimed at averting or reducing dangers of a loss, and not tolerate that persons acting on his/her behalf violate the Insured's obligations;
  - b) if a claim incident has already happened, put in place necessary measures to ascertain that the severity of the loss is not further aggravated;
  - c) render the Insurer all necessary collaboration to identify causes of the claim incident and provide truthful explanation about its occurrence, course and extent, and at the Insurer's request present required documents concerning the claim incident, its course and extent;
  - d) secure the right for indemnity for damages from a third party as well as the rights for subrogation and settlement;
  - e) if proceedings concerning indemnity for damages or other proceedings arising from the claim incident take place,

proceed in accordance with the Insurer's instructions, especially play an active role in any court dispute, not to allow a verdict to be issued on account of an omission or admission, not to make any undertaking to pay for a claim which is pass the statute of limitations without the Insurer's permission, and not to enter without the Insurer's permission into any consent decree; the Insured must appeal on time against any court verdict concerning indemnity for damages and file on time an instrument of correction, unless he/she receives, before the deadline for filing an instrument of correction, a different instruction from the Insurer. The Insured must also raise an objection claiming the statute of limitation if such objection can be considered.

2. In addition to the obligations set forth by legal regulations, the Insured must:
  - a) when buying MTPL insurance present to the Insurer a certificate stating the duration of the previous MTPL insurance and the claim history of this insurance, provided the Insurer has requested this certificate;
  - b) for as long as the MTPL insurance remains in force, the Policyholder must notify the Insurer without undue delay about any changes in the contact information concerning him/herself as well as that of any other persons named in the Insurance Policy;
  - c) notify the Insurer without undue delay about any changes in the conditions on the basis of which the MTPL insurance has been concluded, especially in cases when the change has an impact on the premium and on the insurance lapse, and allow the Insurer at any time to check any input materials crucial for determining the premium;
  - d) without undue delay inform the vehicle's owner (or holder or operator) about the MTPL insurance cover and about any changes concerning the MTPL insurance, especially if the insurance has lapsed.

#### **Article 7**

##### **Insurer's obligations**

1. In addition to the obligations set forth by applicable legal regulations, the Insurer must:

- a) inform about the extent of the services provided by the Insurer;
- b) return to the Insured all documents requested, if it is not necessary to keep their originals by the Insurer as part of the file.

#### **Article 8**

##### **Salvage costs**

1. Unless stipulated in the Insurance Policy otherwise, the Insurer pays for salvage costs a maximum amount equal to 2% of the agreed insurance benefits limit. However, if the salvage costs have been incurred in salvaging the lives or health of people, this limitation does not apply.
2. Salvage costs are paid under the conditions set forth by the Insurance Policy Act.

#### **Article 9**

##### **Insurance interruption**

1. The insurance effected in the Policy does not support the institute of insurance interruption as set forth by applicable legal regulations, and hence the insurance cannot be interrupted, unless stipulated in the Insurance Policy otherwise.

#### **Clause 10**

##### **Insurer's right for reimbursement of monies paid out**

1. The Insurer has the right to be reimbursed by the Insured for payments made on his/her behalf in cases set forth by the Act.
2. Furthermore, the Insurer will have the right to demand from the Policyholder reimbursement of monies paid for a loss caused by using the insured vehicle, the cause of which was a fact which the Insurer, because of knowingly untruthful or incomplete answers, could not identify when concluding the MTPL Insurance Policy, and which was for concluding the Insurance Policy important.
3. The Insurer will be entitled to demand from the Insured reimbursement of monies paid out for an MTPL claim, if the Insured has violated the obligation set forth in Article 6, paragraph 1, letter e).

#### **Article 11**

##### **Premium**

1. The premium to be paid, determined in accordance with the Insurer's tariffs applicable on the day of concluding the Insurance Policy, is specified in the Insurance Policy.
2. The premium is a regularly paid premium for the insurance period which is one insurance year, unless



stipulated in the Insurance Policy otherwise. The Insurance Policy may stipulate that the premium will be paid in instalments. In such case the Insurer will have the right to charge the Policyholder a premium surcharge. The Policyholder acknowledges that, unless each premium instalment is paid on time, the Insurer will have the right to demand, pursuant to Article 565 of the Civil Code, payment of the premium for the entire insurance period.

3. For short-term MTPL insurance the single premium for the entire insurance term is due when concluding the Insurance Policy.
4. Premium is regarded as paid on the day when the premium was remitted to the Insurer or to a subject nominated by the Insurer in cash or, when remitted by bank transfer, the day on which the amount equal to the premium was credited to the bank account of the Insurer or by him nominated subject.
5. Premium is paid in local currency, unless stipulated in the Insurance Policy otherwise.
6. The Insurer has the right, following any changes in the conditions which are crucial for determining the premium to be paid, to adjust the premium to be paid in the next insurance period, especially if the actual claim history for the given tariff group of vehicles for which the insured risk has been assessed and to which the vehicle has been classified, exceeds the calculated claim history of the given tariff group, whereby the Insurer in the resultant price calculation takes into account the costs connected with administering the insurance. The Insurer must notify the Policyholder about the newly set premium not later than two months before the premium payment due date for the insurance period for which the premium is to be changed. If the Policyholder declines to accept thus adjusted premium, he/she must inform the Insurer about the refusal in writing within one month after the day he/she was notified about the change in the premium; in such case the MTPL insurance will lapse upon the expiry of the insurance period for which premium has already been paid, unless agreed between the Insurer and the Policyholder otherwise. If the Policyholder does not inform the Insurer about his/her refusal to accept the proposed new premium within one month after being notified

accordingly, the insurance will not lapse and the Insurer will be entitled to collect the newly set premium.

#### Article 12

##### Taking claim history into account

1. In line with applicable provisions of the Act, the Insurer takes into account previous claim-free history from MTPL insurance, in particular by applying the Bonus–Malus system; for insurance of a set of vehicles the Insurer takes this into account by granting a premium rebate or by providing other benefits agreed upon between the Policyholder and the Insurer.
2. The Insurer reserves the right to change the Bonus–Malus system rules or the rules concerning premium rebates, and in this respect the Parties acknowledge the Insurer's right to make these changes without having to change the Insurance Policy in the form of an annex. Any changes will be published on the Insurer's official website and at the Insurer's points of sale.

##### Bonus–Malus System

3. The rate of discount (bonus) or surcharge (malus) is determined by the current crucial time.
4. **Crucial time** expresses the time of uninterrupted duration of MTPL insurance, the length of which is shortened by **crucial claims**, or amended taking into account the **time of insurance concurrency**.
5. The Insurer takes into account substantiated positive crucial time from previous lapsed MTPL insurance policies of the same Policyholder.
6. Negative crucial time from previous insurance is counted into the newly obtained insurance in full.
7. Crucial time is determined in terms of completed calendar months, and can be transferred only from MTPL insurance with the inception date not older than 1<sup>st</sup> January 2000; this provision applies analogously also to transferring any crucial time from a foreign insurer.
8. Crucial time of a negative value reflects the fact that the number of crucial claims deviates significantly from statistical normatives; such behaviour is taken into account by applying a surcharge to the premium (malus).
9. Crucial time can be transferred among persons permanently living with the Policyholder in the same household. However, the crucial time can be transferred only within the same vehicle category. Vehicles

are for the purpose of calculating the crucial time divided into the following categories:

- a) single-track vehicles and motor three-wheeler and quad bikes;
  - b) passenger cars and commercial vehicles of maximum permitted weight 3500 kg;
  - c) trailers and semi-trailers of all kinds;
  - d) other vehicles;
- under the condition that new insurance is obtained in place of the lapsed one.

10. Adding up concurrent MTPL insurance crucial times is for the purpose of determining the crucial time not permitted.

11. Bonus/Malus levels:

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

12. A bonus is granted and a malus is imposed effective from the MTPL policy anniversary day according to the determined crucial time, taking into consideration any crucial claims.

13. **Crucial claim** is a claim resulting in the payment of insurance benefits, on the basis of which the **length of crucial time is reduced by 36 months**. As a crucial claim is not regarded a claim incident which occurred:

- a) during unauthorised use of the vehicle by a strange person (Article 249 of the Criminal Code);
- b) during the time when the vehicle was evidently temporarily handed in for repairs (Article 430, paragraph 2 of the Civil Code).

14. Furthermore, as a crucial claim is not regarded a claim for which the Insured (or other person) has reimbursed the Insurer for the insurance benefits the Insurer paid on the Insured's behalf, provided the reimbursement is done within one month after the Insured has

received a notification from the Insurer stating the amount of insurance benefits paid.

### **Article 13 Expert proceedings**

1. In the event of a dispute concerning insurance benefits to be paid, the Beneficiary and the Insurer may agree that the insurance benefits to be paid will be determined in expert proceedings. These expert proceedings can be extended also to other prerequisites for the rise to an entitlement for insurance benefits.
2. Principles of expert proceedings:
  - a) each party nominates one expert who must not have any liabilities towards this party, and inform the other party accordingly forthwith. Any objections against the person of the expert must be raised before the expert activities commence;
  - b) the nominated experts will by agreement select a third expert who will have a casting vote in the event of a stalemate;
  - c) the expert nominated by the Beneficiary and the one nominated by the Insurer will each draw up a separate expert report concerning the disputed issues;
  - d) the experts submit their reports simultaneously to the Beneficiary and to the Insurer. If the conclusions of these two expert reports differ, the Insurer will forward both reports to the expert with a casting vote. This expert will decide the disputed issues and submit the ruling to the Insurer and to the Beneficiary;
  - e) each party pays the costs of their own expert; the costs of the expert with a casting vote are evenly split between the two parties.
3. Expert proceedings do not prejudice the Insurer's or the Beneficiary's rights and obligations set forth by legal regulations, general insurance terms and conditions, applicable supplementary insurance terms and conditions and the Insurance Policy.

### **Article 14 Correspondence**

1. Correspondence concerning the insurance is delivered:
  - a) by an employee of a holder of a postal services licence according to a special law (a postman), to the last known address in the Czech Republic of the party to

the insurance for whom it is intended; or

- b) personally by the sender's employee or agent; or
  - c) electronically, signed in accordance with special regulations.
2. If the addressee is not found at the address, the postman will deposit the correspondence at the by locality competent branch of the postal licence holder. If the addressee does not collect the correspondence within 15 days after its deposition, the last date of this 15-day period will be regarded as the date of delivery, and this even if the addressee did not know about the correspondence deposition.
  3. If the addressee refuses to accept the correspondence, the correspondence will be regarded as delivered on the day on which the addressee refused to accept it.
  4. If the addressee does not stay at the place of delivery without having notified the Insurer accordingly, the correspondence will be regarded as delivered on the day when it was returned back to the Insurer as undeliverable. If the correspondence is deposited at an outlet of a postal licence holder, as the day of delivery will be regarded the day specified in paragraph 2 of this Article.

### **Article 15**

#### **Interpretation provisions**

**Vehicle identification data** is the Vehicle Identification Number (VIN) which matches the number stated in the Insurance Policy. If the vehicle does not have a VIN, then the vehicle identification data is the body, chassis or engine number which matches the number stated in the Insurance Policy.

**Insurance of a set of vehicles** is an insurance whereby the Insurer has issued to the Policyholder a master policy, with individual policies issued for each of the vehicles belonging to this set of vehicles.

**Insurance year** commences on the day stipulated in the Insurance Policy as the MTPL insurance inception date (an identical day and month in the following MTPL insurance years are **anniversary days**), and ends on the day immediately preceding the next nearest anniversary day of the MTPL insurance.

**Vehicle use** is a time during which the vehicle is in a controlled movement (the vehicle is being driven), time during which the vehicle's engine is running and preparations for driving the vehicle are being made, and any operations performed immediately prior to or after ending the vehicle's drive. As vehicle

use is not regarded a time during which the vehicle is used as a work machine.

**Vehicle operator** is the vehicle's owner or other physical person or legal entity authorised by the vehicle's owner to use the vehicle in their own name.

**Items worn or carried** are a set of items (clothing, personal effects, etc.), which a physical person normally wears or carries in view of the trip's purpose and climatic conditions. As items worn or carried is not regarded the vehicle's cargo.

**Vehicle's owner** is the entity stated in the Vehicle Registration Certificate or similar document as the vehicle's owner, unless the vehicle ownership is demonstrated by some other credible manner.

### **Article 16**

#### **Form of legal acts**

1. Any legal acts concerning the insurance must be executed in a written form, unless set forth hereunder otherwise.
2. Claims can be, in accordance with the Act or applicable provisions of these General Insurance Terms and Conditions, reported telephonically by calling the Insurer's telephone number specifically established for this purpose, or by a letter mailed to P.O. Box 305 601 00 Brno, or reported by means of an electronic form available on the Insurer's official website.
3. Reported telephonically can be also a change of address, change of the first name or surname of the Policyholder or the vehicle's owner (holder).

### **Article 17**

#### **Miscellaneous provisions**

1. The Insurance is governed by the legislation of the Czech Republic.
2. To settle a claim, all documents requested by the Insurer must be presented.
3. All documents concerning the Insurance must be presented in Czech.
4. If the documents are in a different language than Czech, the document original must be presented together with an officially certified Czech translation. The cost of translation is borne by the person who presents the documents.
5. If the Policyholder or the Insured requests from the Insurer an issuance of duplicates, counterparts or copies of documents concerning the MTPL insurance, the Insurer will have the right to charge a fee defined in relevant Insurer's tariffs.

6. The Policyholder acknowledges that:
- a) he/she has been advised that although providing personal data to the Insurer is voluntary, in order for the Insurer to be able to process these data to meet his obligations set forth by Act No. 37/2004, the Insurance Policy Act, and by Act No. 253/2008 on certain measures against the legalisation of profits from criminal activities and financing terrorism and, where applicable, also by other laws, providing certain data, especially address and identification data, is essential for concluding an Insurance Policy and for performing the rights and obligations arising wherefrom;
  - b) the provision of other voluntarily personal data which he/she allowed to be recorded (e.g. in the Insurance Policy) will be interpreted as granting an explicit permission to administer and process such personal data, and this until such time when this explicit permission has been demonstrably revoked;
  - c) he/she gives the Insurer a permission to process his/her address and identification data and data concerning his/her state of health by the administrator, Česká pojišťovna a.s., and its contracted processors who meet the requirements of Act No. 101/2000, the Personal Data Protection Act, in order to be able to perform the insurance activities and other activities set forth by Act No. 277/2009, the Insurance Act, and this for the time necessary to secure the rights and obligations arising from the undertaking relationship and for the time necessary arising from generally binding legal regulations;
  - d) he/she has been advised pursuant to Act No. 101/2000, the Protection of Personal Data Act, about his/her rights and about the administrator's obligations, especially about the right to access the personal data, as well as about other rights pursuant to this Act, and this to the extent and for the time essential to secure the rights and obligations arising from the undertaking relationship and for the time necessary arising from generally binding legal regulations;
  - e) he/she grants the Insurer a permission to forward and make available the personal data to subjects belonging to the Generali International Group and to the PPF International Group and their reinsurers in accordance with legal regulations, for the purposes and time specified above;
  - f) he/she grants the Insurer a permission in the matters of the insurance relationship or in the matters of the Insurer's offerings of insurance and related financial services, or offerings of services and other commercial messages of members of the Generali International Group and the PPF International Group and their collaborating business partners, to be contacted in a written, electronic or other form, using the personal data provided;
  - g) by giving his/her electronic contact details, the Policyholder also grants a permission to be contacted in an electronic form in matters concerning any previously obtained insurance;
  - h) he/she undertakes to notify the Insurer without undue delay about any changes in the personal data being processed;
  - i) he/she relieves, in the event of a claim incident, the state prosecutor office, the police and other law and order enforcement bodies, the fire department, physicians, medical facilities and rescue services, from their non-disclosure obligation;
  - j) he/she authorises the Insurer or the Insurer's nominee, to view in all proceedings which take place in connection with a claim incident, all court, police and other official files, and to make copies or take extracts from them;
  - k) he/she authorises the Insurer to view any materials of other insurers in connection with investigating claim incidents and payments of insurance benefits;
  - l) the above detailed authorisations and permissions remain in force even after the Policyholder's death.
7. If the Policyholder is in default of a payment of premium, the Insurer will have the right, in addition to the right of charging an interest on overdue payment, to be reimbursed for the costs of sending reminders and collecting the debt. The reimbursement amount is stated in reminder documents.

#### **Article 18 Effectiveness**

1. These General Insurance Terms and Conditions VPP POV 2006 become effective on 8<sup>th</sup> October 2011.

## **General Insurance Terms and Conditions for Insurance of Vehicles and Transported Objects VPPH 2006**

### **Article 1 Introductory provisions**

1. Rights and obligations arising from the Insurance of Vehicles and Transported Objects is governed by the provisions of Act No. 37/2004, the Insurance Policy Act (hereafter referred to only as "Act"), these General Insurance Terms and Conditions (hereafter referred to only as "General Insurance Terms and Conditions"), applicable Supplementary Insurance Terms and Conditions, and by the provisions of the Insurance Policy.

2. Insurance of Vehicles and Transported Objects (hereafter referred to only as "Insurance") is a private non-valued insurance against insurance risks specified in the Insurance Policy.

### **Article 2 The Insurer**

1. The Insurer is Česká pojišťovna, a.s., registered office Praha 1, Spálená 75/16, Postcode 113 04, Czech Republic, Id No. (IČ)

45272956, a company incorporated in Commercial Register of Municipal Court in Prague, Section B, File 1464 (hereafter referred to only as "Insurer").

### **Article 3 Insured objects and insurance cover**

1. The Insurance applies to the vehicle identified by vehicle identification data stated in the

Policy and to parts and accessories thereof which constitute the vehicle's usual and mandatory outfitting (hereafter referred to only as "Vehicle"). The Insurance covers additional accessories (hereafter referred to only as "Special Accessories") or transported objects only if stipulated so in the Policy.

2. Unless stipulated in the Policy or in the Supplementary Insurance Terms and Conditions otherwise, the Insurance applies to claim incidents which occur within the geographical territory of Europe and Turkey, with the exclusion of Belarus, Moldavia, Russia and Ukraine. Unless set forth in applicable Supplementary Insurance Terms and Conditions otherwise, the territorial cover according to these General Insurance Terms and Conditions or the cover stipulated in the Policy, applies also to all policy riders.
3. The Insurance does not apply to the Vehicle identified in the Policy if it is found out that the Vehicle has been provided with a false identification data item. In such case the Insurer must return to the Policyholder any premium paid, and the Beneficiary must return to the Insurer any insurance benefits paid out.

#### **Article 4 Insurance inception, policy amendments and lapse**

1. The Insurance inception date is the day following the day on which the Insurance Policy was concluded (at 0000 hours), unless a different inception moment is stipulated in the Insurance Policy.
2. Unless stipulated in the Insurance Policy otherwise, the Insurance is an indefinite term insurance, with insurance period one year (12 calendar months).
3. It is possible to buy a short-term Insurance for a period shorter than one insurance year.

#### **Insurance lapse**

4. Unless stated otherwise, the Insurance lapses, in addition to the reasons set forth by the Act:
  - a. when the insured object no longer exists (e.g. after being destroyed, stolen or disposed of). If the Vehicle is stolen, as the moment of theft is regarded the moment when the theft was reported to the police, unless the moment of theft can be established otherwise;
  - b. when the Insured's activities have been terminated;
  - c. on the day on which ownership or co-ownership of the insured object has changed, unless set forth in the following paragraphs otherwise.

5. If the Policyholder is the same person as the Vehicle's lessee in the lease contract, the Insurance does not lapse after a change of ownership, unless the Policyholder or the Insurer notifies the other party in writing within 30 days after the change of ownership that he/she does not wish the Insurance to continue. The Insurance lapses on the day the notification was delivered to the Insurer or to the Policyholder.

6. If property jointly owned by a married couple has ceased to exist due to the death or due to being declared dead, of the spouse in whose name the Insurance Policy has been issued for the vehicle which is the couple's joint property, the Policyholder's rights and obligations from this Insurance transfer to the surviving spouse, provided he or she remains the owner or co-owner of the Vehicle.

7. If the property jointly owned by a married couple has ceased to exist as a consequence of the couple's divorce, the rights and obligations from the Insurance will transfer to the one of the divorced couple who becomes after the joint property has been settled an owner of the Vehicle specified in the Insurance Policy.

8. If the Policyholder who is not the Vehicle's owner dies or ceases to exist without a legal successor, the Policyholder's rights and obligations transfer to the Vehicle's owner.

9. If the Vehicle owner who is also the Policyholder dies, the position of Insured and Policyholder will be assumed by the insured object's inheritor. By the change of the Vehicle owner the Insurance does not lapse, unless the inheritor advises the Insurer in writing within one year after the change of owner that he/she does not wish the Insurance to continue.

10. If the Vehicle owner who is not the Policyholder dies, the Insurance does not lapse, unless the inheritor advises the Insurer in writing within one year after the change of owner that he/she does not wish the Insurance to continue. The Insurance lapses on the day this advice is received by the Insurer.

#### **Article 5 Claim incident**

1. A claim incident is an accidental event induced by an insurance risk stipulated in the Insurance Policy or in the Supplementary Insurance

Terms and Conditions, resulting in the Insurer's liability to pay insurance benefits under the conditions and to the extent set forth in the Policy.

2. As an accidental incident is not regarded an event caused by an insurance risk which occurred as the result of a deliberate act or deliberate omission on the part of the Policyholder, the Insured or the Beneficiary or persons closed to them or other person, upon the instigation of any of these persons.

#### **Article 6**

##### **General exclusions from Insurance**

1. As a claim incident is not regarded an incident which occurred, irrespective of any co-acting causes, as a consequence of:

- a) nuclear reaction, nuclear radiation or nuclear contamination;
- b) war events, uprising, rebellion or other violent mass disturbances, strikes, lock-outs, terrorist acts (i.e. actions which has a political, social, ideological or religious motivation), or due to measures imposed by governments or other official authorities;
- c) losses for which liable is a contractual partner (e.g. a repairer, a supplier or an intermediary) while performing an undertaking for which such partner is by law liable; the same applies to the time after the Vehicle has been handed in to a used car dealer until the Vehicle is returned to the Policyholder, the Insured or other Beneficiary;
- d) performing repairs or maintenance, or in direct connection therewith;
- e) design faults, material defects or manufacturing defects of the insured object;
- f) defects and damages which the insured object had already had at the time the Insurance Policy was concluded and which were or could have been known to the Policyholder (or the Insured), his/her agents or nominees, irrespective of whether they were or could have been known to the Insurer;
- g) using the Vehicle as a work machine;
- h) functional stress, tests, wear and tear, material fatigue or



- defects, corrosion or similar causes;
- i) an explosion of transported explosives or detonators or other hazardous substances;
  - j) incorrect handling or maintenance (e.g. incorrect gear shifting, insufficient fuel or lubricants necessary to drive the Vehicle, incorrectly stowed or fixed cargo on the insured Vehicle or towed (trailed) vehicle, incorrectly secured Vehicle against spontaneous motions, etc.);
  - k) ceased engine or a part thereof, especially due to an escape of lubrication fluids (e.g. as a consequence of punctured engine oil sump);
  - l) the Vehicle being driven by a person without the required licence or at the time when the licence had been suspended, or at the time driving such Vehicle was forbidden;
  - m) the Vehicle being driven by a person under the influence of alcohol, drugs or narcotic and habit-forming substances, if applicable safe and smooth traffic regulations forbid driving under the influence of these substances, or driving under the influence of these substances above the limit permitted by the applicable safe and smooth traffic regulations;
  - n) the Vehicle being driven by a person under the influence of a medical drug linked to which is a prohibition to drive the Vehicle, and this for the time with which this prohibition is linked; this applies analogically also to medical treatment with which is for a certain time linked a prohibition to drive the Vehicle, or temporary incapacitation (physical as well as mental) to drive the Vehicle, or the Vehicle being driven by a person who at that moment was not physically fit to drive the Vehicle (e.g. due to an injury);
  - o) the Vehicle being driven to commit criminal activities by the Policyholder, the Insured or other Beneficiary, including persons living with them in the same household or dependant on them for their livelihood, or any other persons at the instigation of these persons;
  - p) the Vehicle being driven by a person who refused to undergo, at the request of a police officer, a detection test for the presence of alcohol, narcotic or psychotropic substance or medical drug marked with a ban to drive a motor vehicle;
  - q) the Vehicle being driven by a person who after a traffic accident did not refrain from consuming alcoholic beverages and other habit-forming substances until undergoing a breathalyser or blood test.
2. The exclusions defined in the previous paragraph under letters g) through to n), p) and q), will not be applied if the claim incident occurred after the time the insured Vehicle had been stolen, until the time it is returned to the Beneficiary.
  3. Unless stated in the Policy otherwise, as a claim incident is in addition not regarded:
    - a) a loss suffered during races of any kind whatsoever, during competitions which include a speed stage, or during preparation drives for them;
    - b) a loss suffered while the Vehicle was used for military or similar purposes;
    - c) a loss suffered as a consequence of a fraud or embezzlement by a person who borrowed/hired the Vehicle and failed to return it;
    - d) a loss when the Vehicle's driver consumed alcohol, medical drugs or other narcotic or habit-forming substances after a traffic accident before the arrival of the police, or when the driver refused without a reason a police officer's request to undergo a test for the presence of alcohol, narcotic or psychotropic substances or medical drugs which are on the list of prohibited substances for driving motor vehicles;
    - e) a loss suffered as the consequence of the Vehicle or its special accessories being stolen, when the Insured or the Beneficiary failed to report the theft to the competent police unit immediately after learning about the theft;
    - f) a loss suffered as the consequence of parts of the Vehicle or its special accessories being stowed outside of the Vehicle's interior (e.g. in a garage);
    - g) indirect losses of any kind (e.g. loss of income, loss of profit, inability to use the insured object) and secondary expenses (e.g. express surcharges of any kind, costs of legal representation, etc.), unless set forth in the Policy or arranged with the Insurer in individual cases otherwise;
  - h) losses suffered on video, audio, data and similar storage media, including their content.
  4. Damage or destruction of tyres and audio-visual equipment of the Vehicle (including any display units) is deemed a claim incident only if simultaneously and due to the same cause damaged have been also other parts of the insured Vehicle for which the Insurer is liable to pay insurance benefits. Damage or destruction of the Vehicle's electrical or electronic equipment by short-circuiting is not a claim incident.

## **Article 7**

### **Insurance benefits**

1. In the event of a claim incident, the Beneficiary is entitled to receive insurance benefits, and this under the conditions set forth in these General Insurance Terms and Conditions, relevant Supplementary Insurance Terms and Conditions, the Insurance Policy and, where applicable, any other arrangements between the Insurer and the Policyholder or other Beneficiary.
2. Entitlements from the Insurance can be claimed only by the Beneficiary or a person in the possession of a power of attorney signed by the Beneficiary (the Beneficiary's signature in the power of attorney must be officially certified). The right to claim has also a legitimate heir or a person authorised for it in writing by the heir.
3. The Insurer pays insurance benefits in local currency within 15 days after an investigation necessary to establish the liability to pay and the extent of insurance benefits has been concluded, unless the Insurer decides to pay in kind (by repairing or replacing the insured object), or to pay in a foreign currency through a nominated subject.
4. If an entitlement to insurance benefits has arisen, the Insurer must pay an amount determined according to applicable provisions of these General Insurance Terms and Conditions, relevant Supplementary Insurance Terms and Conditions and the Insurance Policy, however only up to the insurance benefits limit stipulated in the Policy.
5. When settling a claim due to a loss suffered on audio-visual

equipment, navigation devices, airbags including their control units, other Vehicle's electronic components and seats including their restraining systems, the Insurer will pay insurance benefits only if presented have been documents issued by an authorised service workshop, showing that the insured Vehicle's accessories defined in this paragraph have been replaced (repaired). If the Beneficiary wants to sell the insured Vehicle without having it repaired after the claim incident, or fails to present a document substantiating the repairs issued by an authorised repair workshop, the Insurer will pay the Beneficiary insurance benefits (after deducting any applicable excess and taking into account any other adjustments as set forth in these VPPH 2006 or as agreed in the Policy), corresponding to the reduced value of the insured Vehicle as a whole due to the loss suffered on the Vehicle's accessories defined in the previous sentence.

6. When settling a claim due to a loss suffered on audio-visual equipment, navigation devices and wheel rims, the maximum price is determined according to the specification of the defined objects in the Policy. Unless the affected object is specified in the Policy by accurate description or by its acquisition price, the Insurer will use the lowest price of a functionally similar part available in the Czech market, irrespective of the equipment manufacturer's brand.
7. If the Insurer decides in accordance with these General Insurance Terms and Conditions to provide insurance benefits in kind, and in spite of that the repair or replacement is done by other manner than as specified by the Insurer, the Insurer will provide insurance benefits only up to the amount which would have been paid had the Insurer's instructions been followed.
8. Insurance benefits to be paid for the Vehicle, its parts including a separately insured windscreen, and Vehicle's standard as well as special accessories including parts thereof, are determined as follows:
  - a) if the entitlement to insurance benefits has arisen as a consequence of a claim incident in which the Vehicle was damaged to the degree that reasonable costs of repairing it, less usual price of any remnants of replaced parts of the damaged Vehicle, would be less than 80% of the usual price which the Vehicle had had just before the claim incident, the Insurer will be liable to pay an amount equal to

reasonable costs of repairing the Vehicle, less the usual price of any remnants of replaced parts of the damaged Vehicle;

- b) if the entitlement to insurance benefits has arisen as a consequence of a claim incident in which the Vehicle was destroyed, stolen or damaged to such a degree that reasonable costs of repairing it, less the usual price of any remnants of replaced parts of the damaged Vehicle is equal to greater than 80% of the usual price which the Vehicle had had just before the claim incident, the Insurer will be liable to pay an amount equal to the value the Vehicle had had just before the claim incident, less the usual price of the remnants of replaced parts of the damaged Vehicle;
9. Insurance benefits to be paid from the Insurance in respect of other movable objects than the movable objects named in the previous paragraph are determined as follows:
  - a) if the entitlement to insurance benefits has arisen as a consequence of a claim incident in which affected was a movable object, the Insurer will be liable to pay an amount sufficient for repairing this object, up to an amount corresponding to the usual price which the object had had just before the claim incident; this amount will be reduced by the usual price of any remnants of replaced objects;
  - b) if the entitlement to insurance benefits has arisen as a consequence of a claim incident in which the movable object was damaged to a degree that the object cannot be restored to its original condition by repairs, of if it has been destroyed or stolen, the Insurer will be liable to pay an amount equal to the usual price which the object had had just before the claim incident; this amount will be reduced by the usual price of any remnants of replaced objects;
10. Any remnants of damaged or destroyed objects remain the property of the Beneficiary, unless agreed otherwise.
11. If the Beneficiary is a payer of value added tax (hereafter only "VAT") and is by law entitled to claim a VAT credit, the Insurer will

pay insurance benefits without VAT; in other cases the insurance benefits will be paid including VAT. If the Beneficiary does not have a legal right to claim VAT credit (refund), the Insurer will pay this tax to the nonpayer only if payment of it can be substantiated (by an invoice for the repairs done).

12. The Insurer may refuse to pay insurance benefits or to reduce the payment if:
  - a) the cause of the claim incident was a fact which the Insurer could find out about only after the incident and which he could not find out about when concluding the Policy or amending the Policy, as a consequence of deliberately or negligently untruthful or incomplete answers to the Insurer's written questions, and if, having known these facts at the time the Policy was concluded, the Insurer would not have concluded the Policy at all, or concluded it under different conditions, or
  - b) the Policyholder, the Insured or the Beneficiary or a person acting at their initiative or on their behalf, provided when claiming insurance benefits, albeit by negligence, untruthful or grossly distorted information concerning the extent of the claim, or failed to disclose important information concerning this claim;
  - c) the Vehicle's identification data and the Vehicle manufacturer's specification do not match the data in the Policy (e.g. different type of engine, colour of the body, year of manufacture, the side on which the steering wheel is situated, etc.).
13. The insurance will lapse on the day on which the Insurer's notification about the refusal to pay insurance benefits for the reasons stated in paragraph 12 of this Article is delivered.
14. If the Insurer finds out about the actualities stated in paragraph 12, letters a), b) and c) after insurance benefits have already been paid, the Insurer will be entitled to have the insurance benefits returned.
15. The Insurer pays in full any costs expended at his written instruction. As such costs are not regarded costs connected with reporting the claim.

#### **Article 8 Insurance benefits limits**

1. The upper limit of insurance benefits paid by the Insurer is either the sum insured or the insurance benefits limit specified in the Policy, which the Policyholder defines at his/her own responsibility.
2. If the upper limit of insurance benefit is defined in terms of an insurance benefits limit, then in the event of a claim the insurance benefits limit is the usual price the insured object had at the time of the claim incident, unless the insurance benefits limit specified in the Policy is lower.

**Article 9  
Excess (deductibles)**

1. This Insurance is an excess insurance.
2. Excess is an amount by which the Beneficiary participates in the payment for the loss caused by a claim incident.
3. Excess is defined either in absolute terms (as an amount of money), or in percentage terms, or as a combination of these two parameters.
4. The excess amount or the way it is calculated is specified in the Policy.

**Article 10  
Salvage costs**

1. Unless stipulated in the Insurance Policy otherwise, the Insurer pays for salvage costs a maximum amount equal to 2% of the upper limit of insurance benefits paid for the insurance risk against which the salvage costs were expended in order to prevent or alleviate the loss.
2. Salvage costs are paid under the terms and conditions set forth in the Act.

**Article 11  
Reimbursement of other costs**

1. The Insurer pays the costs of a provisional repair only if such costs are part of the overall costs of repairing the insured object damaged in the claim incident, and only if they do not increase the overall insurance benefits paid by the Insurer, unless the Insurer decides after the claim incident otherwise.

**Article 12  
Premium**

1. The premium to be paid for the Insurance, determined in accordance with the Insurer's tariffs applicable on the day on which the Policy was concluded, is specified in the Policy.
2. The premium is paid as a regularly paid premium for the insurance period which is one insurance year, unless set forth in the Policy otherwise. The Policy may stipulate that the premium is to be paid in instalments. In such

case the Insurer will have the right to charge the Policyholder a premium surcharge. The Policyholder acknowledges that, unless each premium is paid on time, the Insurer will have the right pursuant to Article 565 of the Civil Code, to demand that the premium is paid in a lump sum for the entire insurance period.

3. For a short-term insurance, the single premium for the entire insurance term is payable immediately when concluding the Policy.
4. As the day the premium has been paid is deemed the day on which the premium was paid to the Insurer or an entity authorised by the Insurer in cash, or, in case of a cashless payment, when an amount equal to the premium was credited to the bank account of the Insurer or an entity authorised by the Insurer.
5. Premium is paid in local currency, unless stipulated in the Policy otherwise.
6. The Insurer has the right, on account of changes in the conditions which are crucial for determining the premium, to adjust the premium for the next insurance period, especially if the actual loss ratio for the particular vehicle tariff group for which the risk has been assessed and into which the Vehicle has been classified, exceeds the calculated loss ratio of that tariff group, whereby the Insurer in the resultant calculation takes into account the costs related to administering the insurance; if other movable objects are insured, the Insurer determines the premium in relation to the previous loss ratio of the particular type of insurance, in relation to legislative changes, or in relation to a higher summary consumer price index. The Insurer must inform the Policyholder about the newly determined premium at least two months prior to the premium payment due date for the period in which the premium is to be adjusted. If the Policyholder does not accept this premium adjustment, he/she must inform the Insurer accordingly in writing within one month after the day on which he/she learnt about the premium adjustment; in such case the Insurance will lapse after the expiry of the insurance period for which the premium has been paid, unless arranged between the Insurer and the Policyholder otherwise. If the

Policyholder does not inform the Insurer about his/her rejection of the proposed premium adjustment within one month after having learnt about it, the Insurance will not lapse and the Insurer will be entitled to collect the newly determined premium.

**Article 13  
Policyholder's, Insured's and Beneficiary's obligations**

1. The Policyholder, the Insured and the Beneficiary must abide by applicable legal regulations concerning the prevention of losses and reducing their extent, especially by:
  - a) behaving in such a way as to prevent claim incidents from occurring, particularly by avoiding breaches of those obligations which are aimed at preventing, averting or alleviating the dangers of a claim incident;
  - b) in the event of a danger of a loss, take actions appropriate for the degree of the danger.
2. Unless set forth in the Policy otherwise, the Policyholder (or the Insured if a different person from the Policyholder), must:
  - a) allow the Insurer or a person authorised by the Insurer to inspect the vehicle to be insured;
  - b) notify the Insurer forthwith about any changes in the conditions under which the Insurance has been concluded, especially if such changes have an impact on the premium, and allow the Insurer to check at any time any actualities crucial for determining the premium.
3. Besides the obligations set forth by applicable legal regulations and applicable Supplementary Insurance Terms and Conditions, the Beneficiary has, unless set forth in the Policy otherwise, the following obligations:
  - a) notify the Insurer forthwith if he/she possesses in parallel another policy concluded at the same time or later and which concerns the same insured object or a set of objects against the same insurance risks, and notify the Insurer with which insurance company, including all sums insured (insurance benefits limits);
  - b) if in spite of all the precautions taken a claim incident has happened, adopt all necessary measures to alleviate its

- consequences and prevent the loss from increasing; if the Insurer issues instructions in this respect, proceed in accordance with these instructions;
- c) notify the Insurer without undue delay that a claim accident has happened;
  - d) provide without undue delay truthful explanation to the Insurer about the claim incident's causes and extent, quantify the request for insurance benefits, submit documents which are necessary to establish all circumstances crucial for assessing the entitlement to insurance benefits and the amount to be paid, present to the Insurer a list of all damaged, destroyed or stolen objects, stating the year in which and the price for which they were acquired, and allow the Insurer to make copies of these documents and to conduct an investigation which is necessary for determining an entitlement for insurance benefits and for determining the causes of the claim incident;
  - e) if a claim incident has already occurred, must not change the status quo caused by the claim incident (except in cases when it is necessary in order to prevent the loss extent from increasing), must wait with repairing the object damaged or destroyed in the claim incident or with removing its remnants for the Insurer's instructions, until the Insurer or person authorised by the Insurer carries out an inspection, however not more than 5 days after having reported the claim. This obligation does not apply to cases when for safety, hygiene or other legitimate reasons it is necessary to start with the repairs or removal of the remnants sooner. In such case the Beneficiary must demonstrate the existence of such reasons and keep all damaged objects or parts thereof until the Insurer or by him nominated person carries out an inspection, however for not longer than 30 days after having reported the claim and, if possible, document the claim incident by other means, e.g. by taking photographs.
  - f) If a suspicion exists that a criminal offence or infringement has been committed or attempted in connection with the claim incident, notify without undue delay the police or other authority competent to receive such notifications. This does not apply to cases when

criminal proceedings are subject to Policyholder's or Insured's consent;

- g) notify the Insurer without undue delay if criminal proceedings have been instituted, and keep the Insurer informed about their progress and outcome;
- h) report to the police forthwith if an insured object has been stolen or is missing in connection with the claim incident, and this at the place where this fact was first established, and in accordance with the Insurer's instructions exert an effort aimed at recovering the object;
- i) secure any rights against a third party which transfer to the Insurer, especially the right for indemnity for damages and recourse and settlement or other such rights;
- j) notify the Insurer without undue delay if any object stolen or missing in connection with the claim incident has been found and, if insurance benefits for this object have already been paid, return to the Insurer the insurance benefits paid for this object, less reasonable costs required for repairing the object if the object was damaged during the time from the claim incident and the time when it was returned back to the Beneficiary, or, if applicable, return the value of any remnants if the object was during that time destroyed. However, the Beneficiary must return at least what has been deemed by the Insurer to be the object's selling price.

#### **Article 14 Insurer's obligations**

1. The Insurer has, in addition to the obligations set forth by applicable legal regulations and the Policy, the following obligations:
  - a) conduct all necessary investigations concerning the claim settlement;
  - b) at the Policyholder's, the Insured's or the Beneficiary's request return all documents provided by them if such documents are originals and the Insurer does not need them anymore;
2. The Insurer has the right to check the truthfulness and completeness of any data used to identify the Policyholder, the Insured or the Beneficiary, as well as the

truthfulness of data concerning the Insured.

#### **Article 15 Insurance interruption**

1. The institute of insurance interruption as defined by applicable legal regulations does not apply to any of the insurances covered by the Policy, and therefore the Insurance cannot be interrupted, unless stipulated in the Policy or by applicable Supplementary Insurance Terms and Conditions otherwise.

#### **Article 16 Acceptance of recommended car repair workshop**

1. It may be stipulated in the Policy that the Insured will use for repairing damage of the insured Vehicle suffered in a claim incident, a car repair workshop recommended by the Insurer, for which the Policyholder will be granted a premium discount specified in the Policy.
2. When repairing damage suffered in a claim incident, the Insured must use a car repair workshop recommended by the Insurer. If the Insured fails to do so, the Insurer will reduce the insurance benefits paid in the same ratio in which he has granted the premium discount for accepting the car repair workshop recommended by the Insurer.
3. The Insurer keeps and on a regular basis updates a list of recommended car repair workshops. The current list is available at the Insurer's points of sale. The Insurer has no obligation to announce in advance any changes in the list of recommended car repair workshops.

#### **Article 17 Repairs of insured Vehicle in car repair workshops abroad**

1. It may be stipulated in the Policy that the Insurer pays reasonable repair costs for claim incidents of the insured Vehicle in car repair workshops abroad, and this up to the costs usual in the given location and at the given time.

#### **Article 18 Taking into account claim history**

1. The Insurer when determining the premium to be paid, takes into account the Policyholder's claim history, and this in the form of a



premium discount if the Policyholder has a claim-free history (so called "no-claim bonus").

#### Article 19

##### Expert proceedings

1. In the event of a dispute concerning insurance benefits to be paid, the Beneficiary and the Insurer may agree that the insurance benefits to be paid will be determined through the institute of expert proceedings. Expert proceedings can be extended also to other prerequisites for an entitlement to insurance benefits.
2. Expert proceedings principles:
  - a) each party nominates one expert who must not have any liabilities towards this party, and informs the other party accordingly forthwith. Any objections against the person of the expert must be raised before any activities of the expert proceedings commence;
  - b) the nominated experts agree on the person of a third expert who, in the event of a stalemate, will have a casting vote;
  - c) each of the experts nominated by the Beneficiary and by the Insurer will draw up a separate expert report concerning the disputed issues.
  - d) the experts submit their reports to the Beneficiary and to the Insurer simultaneously. If the conclusions of these two expert reports differ, the Insurer will forward both reports to the expert with a casting vote. This expert will decide the disputed issues and submit the ruling to the Insurer and to the Beneficiary;
  - e) each party pays the costs of their own expert, and the costs of the expert with a casting vote will be evenly split between the two parties.
3. The expert proceedings outcome does not prejudice any rights or obligations of the Insurer and of the Beneficiary set forth by legal regulations, General Insurance Terms and Conditions, applicable Supplementary Insurance Terms and Conditions and the Insurance Policy.

#### Article 20

##### Ceding insurance benefits

1. Insurance benefits may be ceded to the benefit of a third party. Ceding means that insurance benefits will be paid by the Insurer to the third party to which the payment has been ceded (the Loss Payee), unless the Loss Payee gives permission for the insurance benefits to be paid to the Beneficiary named in the Policy. By

making the payment to the Loss Payee, the Insurer meets his liability towards the Beneficiary.

2. The payment of insurance benefits may be ceded only at the Policyholder's request. If the Policyholder and the Insured are two different persons, the ceding of insurance benefits may be done only with the Insured's consent.
3. The ceding of insurance benefits may be cancelled only with the Loss Payee's consent.
4. The Insurer will execute or cancel the ceding after having received the relevant person's consent. The ceding becomes effective after the request for ceding has been confirmed by the Insurer, and ceding cancellation becomes effective on the day on which the Insurer has confirmed a written request for its cancellation.
5. Insurance cover of a ceded Policy can be amended only with a written permission of the Loss Payee.

#### Article 21

##### Correspondence

1. Correspondence concerning the insurance may be delivered:
  - a) by an employee of a holder of postal services licence according to a special law (a postman) to the last known address in the Czech Republic of the party to the insurance for whom it is intended; or
  - b) personally by the sender's employee or nominee; or
  - c) electronically, signed in accordance with special regulations.
2. If the addressee is not found at the address, the postman will deposit the correspondence at by locality competent branch of the postal licence holder. If the addressee does not collect the correspondence within 15 days after its deposition, the last date of this 15-day period will be regarded as the date of delivery, and this even when the addressee did not know about the correspondence deposition.
3. If the addressee refuses to accept the correspondence, the correspondence will be regarded as delivered on the day on which the addressee refused to accept it.
4. If the addressee does not stay at the place of delivery without having advised the Insurer accordingly, the correspondence will be regarded as delivered on the day when it was returned back to the Insurer as undeliverable. If the

correspondence is deposited at an outlet of a postal licence holder, as the day of delivery will be regarded the day specified in paragraph 2 of this Article.

#### Article 22

##### Interpretation of terminology

**Assistance service** is a rendition, organisation and reimbursement of rendered assistance services within the extent set forth by applicable supplementary and/or special insurance terms and conditions or the Policy, related to the elimination of the consequences of a traffic accident in which the insured Vehicle was involved. Assistance service does not cover the costs of any replaced material or repair costs of the Vehicle involved in an accident or having a breakdown, unless set forth otherwise.

**Authorised service** (repair workshop) is a facility the trading name (a commercial firm) of which is included in the current list of repair workshops which is supplied together with a factory new vehicle of the given make and model. An authorised service may be also a service which does not specialise in any particular factory make, but specialises in a particular type of repairs.

**Physical person-entrepreneur** is a physical person who:

- a. conducts business based on a business licence ("*živnostenské oprávnění*");
- b. conducts business based on other authorisation than a business licence;
- c. conducts business in agricultural production, registered according to a special regulation.

**Accident** means a damage or destruction of the insured object or part thereof in an accidental event as a consequence of external forces, e.g. collision, impact or fall. An accident is also a damage or destruction of the insured object or part thereof by a deliberate act (action) of a third party, so called vandalism.

**Vehicle identification data** is the VIN (Vehicle Identification Number) which matches the number stated in the Insurance Policy. If the Vehicle does not have a VIN, then by vehicle identification data is meant the body, chassis or engine number which matches the number stated in the Insurance Policy.

**Theft** means an event in which a third party takes a possession of the insured object by burglary or by taking an insured object which the Beneficiary is wearing or has with him/her.

**Hailstorm** is a natural phenomenon in which pieces of ice formed in the atmosphere fall on the insured object, and by doing so damage or destroy this object.

**Lease contract** is a legal relationship between the leasing company whose line of business is providing financial services in the form of leasing combined with financing, and the lessee (client), which sets forth the leasing terms and conditions. It is executed in a written form and sets forth the contractual terms and conditions.

**Burglary** means using a violence or a threat of imminent violence by a third party with the intention to take the possession of an insured object.

**Vehicle special accessories** are other than the vehicle's standard accessories. Included under this term can be in particular any special superstructures, roof boxes, seats, audio-visual equipment (amplifiers, display units, special speaker systems), tuning accessories (spoilers, plastic kickboards, special front masks, exhaust systems, non-standard wheel rims and tyres), special chassis or engine modifications, body artwork, advertising signs, aftermarket glass tinting or glass tinting fitted by manufacturers specialising in individual modifications of vehicles, or any such modifications made on a do-it-yourself basis, where the Insured wishes that the price of such special accessories is taken into account in the Policy.

The Insurer will take this value into consideration only subject to presentation of documents substantiating the purchase or purchase and installation of such accessories. These documents must be also presented in the event of a claim. Without presenting these documents, the claim will be settled using price lists available to the Insurer.

Special accessories or parts thereof are not portable objects such as portable navigation systems, telephones and picture and sound reproduction equipment which are not rigidly connected to the Vehicle.

**Unauthorised vehicle use** means using the vehicle against the will of the Beneficiary.

**Usual price** is a price which would be received by selling an identical or similar object in a usual business relationship in the given time and at the given place. Taken into consideration are all circumstances which have an impact on the price, but not any extraordinary market phenomena, personal situation of the seller or the buyer, or the effects of special popularity.

**Standard accessories** are accessories built in the Vehicle or rigidly connected to the Vehicle, included in the list of accessories specified by the Vehicle's manufacturer for the particular model, and

specified in the Policy (with the exception of special accessories). Standard accessories are also reasonable mandatory vehicle accessories defined by applicable legal regulations in their current version.

**Larceny** means an appropriation of the insured object by theft or burglary.

**Beneficiary** is a person for whom an entitlement to insurance benefits has arisen. A Beneficiary may be the same person as the Policyholder, the Insured or other person named in the Policy or in applicable supplementary insurance terms and conditions, who has a legitimate need for protection against the consequences of an accidental event induced by an insurance risk.

**Fraud** means a situation whereby somebody enriches him/herself or someone else by misleading the Policyholder, the Insured or the Beneficiary, and takes advantage of this misleading, or by failing to disclose important facts to them.

**Insurance of a set of vehicles** means an insurance in which the Insurer has issued to the Policyholder a master policy, and individual policies are issued for each of the vehicles in this set of vehicles.

**Insurance year** commences on the day stipulated in the Insurance Policy as the insurance inception date (an identical day and month in the following insurance years are **anniversary days**), and ends on the day immediately preceding the next nearest anniversary day of this Insurance.

**Insurance risk** is a potential cause of a claim incident.

**Overcoming an obstacle** means taking the possession of an object against the will of its owner by overcoming an obstacle which prevents this object from being used.

**Reasonable repair costs** means restoring the insured Vehicle damaged in a claim incident into the condition it had been in immediately before the claim incident, using repair technologies specified by the Vehicle's manufacturer, tariffs defining the number of normative hours for work operations in line with prices usual in the given place and time, and spare parts of the same or equivalent quality as the spare parts supplied by the Vehicle's manufacturer to the Czech market.

**Termination of Insured's activities** means the day (at 2400 hours), on which:

a) if a legal entity incorporated in a commercial register kept by Czech

Republic authorities: a ruling to delete the entity from the commercial register becomes effective by becoming final adjudication, or becomes effective by some other legal act on the basis of which the entity is to be deleted from the commercial register;

b) if a legal entity which is not incorporated in a commercial register: on the day on which its founder has decided to dissolve this entity;

c) if a physical person – entrepreneur who is registered in a by legislation specified register or list: on the day on which a ruling to delete the person from this register becomes effective;

d) if a physical person – entrepreneur who is not registered in by legislation specified register or list: on the day a decision is taken to wind up the business activities;

e) if a legal entity domiciled outside of the Czech Republic: on the day on which this legal entity is dissolved in accordance with applicable legal regulations in the country in which the legal entity has its domicile.

**Objects worn or carried** means a set of objects (clothing, personal effects, etc.) which the physical person normally wears or carries, appropriate for the purpose of the journey and weather conditions. Objects worn or carried are not the Vehicle's cargo.

**Vehicle** means a road vehicle, either motor or non-motor, its parts and accessories which constitute its standard and mandatory outfitting, for which has been, based on a valid vehicle registration certificate, issued by competent authorities of the Czech Republic, a Czech vehicle registration number (formerly SPZ), unless set forth in the Policy otherwise.

**Vehicle destruction** means a state whereby the Vehicle has ceased to physically exist (e.g. has burnt down or been totally destroyed). The day on which the Vehicle ceased to physically exist is the day specified in a vehicle wreck receipt certificate issued by an operator of a vehicle wreck facility in accordance with applicable legal regulations.

**Embezzlement** means a situation whereby a third party appropriates an insured object outside of the framework within which the insured object was entrusted into this person's care.

**Acts of nature** are fire, explosion, direct strike by lightning, collapse of rocks or soils, avalanche, fall of trees

or pylons, hailstorm, flood or deluge and windstorm.

### **Article 23**

#### **Form of legal acts**

1. Any legal acts concerning the Insurance must be executed in a written form, unless set forth hereunder otherwise.
2. Claims may be according to the Act or applicable provisions of these General Insurance Terms and Conditions reported telephonically by calling the Insurer's telephone number specifically established for this purpose, or by a letter mailed to P.O. Box 305 601 00 Brno, or by completing an electronic form which is available on the Insurer's official website.
3. Reported telephonically may be also a change of address, change of the Policyholder's first name or surname, or information concerning an insured object, unless the Insurer requires that such information is provided in writing.

### **Article 24**

#### **Miscellaneous provisions**

1. This Insurance is governed by the laws of the Czech Republic.
2. Unless set forth in the Policy or Supplementary Insurance Terms and Conditions or other agreements between the Parties otherwise, ownership of a recovered insured object does not transfer to the Insurer, even if the Insurer has already paid, as the result of a claim concerning this object, insurance benefits.
3. The Beneficiary may cede insurance benefits to be paid by the Insurer for a claim with the Insurer's consent only.
4. To settle a claim, the claimant must present documents requested by the Insurer.
5. All documents concerning the Insurance must be presented in Czech. If the documents are in a different language than Czech, the document original must be presented together with an officially certified translation into Czech. The cost of translation is borne by the person who is presenting the documents.
6. If the Policyholder or the Insured requests from the Insurer duplicates, counterparts or copies of documents concerning the Insurance, the Insurer will have the right to charge for their issuance a certain fee defined in the relevant Insurer's tariffs.
7. The Policyholder acknowledges that:
  - a) he/she has been advised that providing personal data to the Insurer is voluntary, however, within the extent the Insurer is obliged to process the data according to Act No. 37/2004, the Insurance Policy

Act, and based on Act No. 253/2008 on certain measures against the legalisation of profits from criminal activities and financing terrorism and, where applicable, also other laws, providing certain data, especially address and identification data, is essential for concluding a policy and for performing the rights and obligations arising wherefrom;

- b) providing on a voluntary basis other personal data and allowing them to be recorded (e.g. in the Insurance Policy) will be regarded as granting an explicit permission to administer and process such personal data, and this until such time when this explicit permission is revoked;
- c) he/she gives the Insurer a permission to process his/her address and identification data and data concerning his/her state of health by the administrator, Česká pojišťovna a.s. and its processing contractors who meet the conditions of Act No. 101/2000, the Personal Data Protection Act, for the purposes of insurance activities and other activities set forth by Act No. 277/2009, the Insurance Act, and this for the time necessary to secure the rights and obligations arising from the undertaking relationship and for the time necessary arising from generally binding legal regulations;
- d) he/she has been advised pursuant to Act No. 101/2000, the Protection of Personal Data Act, about his/her rights and the administrator's obligations, especially those which concern the right to access the personal data, as well as about other rights pursuant to this act, and this to the extent and for the time necessary to secure the rights and obligations ensuing from the undertaking relationship and for the time necessary ensuing from generally binding legal regulations;
- e) he/she grants the Insurer a permission to forward and provide the personal data to subjects belonging to the Generali International Group and to the PPF International Group and their reinsurers in accordance with legal

regulations for the purposes and time specified above;

- f) he/she grants the Insurer a permission in the matters concerning the insurance relationship or in the matters concerning the Insurer's offering of insurance and related financial services, or an offering of services and other commercial messages of members of the Generali International Group and the PPF International Group and their collaborating business partners, to be contacted in written, electronic or other form, using the personal data provided;
  - g) together with making available his/her electronic contact grants a permission to be contacted by electronic means also in matters concerning any previously concluded insurance;
  - h) he/she undertakes to report without undue delay any changes in the personal data being processed;
  - i) he/she will, in the event of a claim incident, relieve the state prosecutor's office, the police and other law and order enforcement bodies, fire department, physicians, medical facilities and rescue services, from their undertaking of non-disclosure;
  - j) he/she grants the Insurer or a person authorised by the Insurer a permission to view in all proceedings which will take place in connection with a claim incident all court, police and other official files, and make copies or extracts from them;
  - k) he/she grants the Insurer the authority to view materials of other insurers in connection with investigating claim incidents and payment of insurance benefits;
  - l) the above authorisations and permissions remain in force even after the Policyholder's death.
8. If the Policyholder is in arrears with a premium payment, the Insurer will have the right, in addition to the right of charging an interest on overdue payment, to be compensated for the costs of sending reminders and collecting the debt. The compensation amount is shown in reminder documents.

**Article 25  
Effectiveness**

1. These VPPH 2006 become effective on 8<sup>th</sup> October 2011.



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## General Insurance Terms and Conditions for Personal Accident Insurance VPP UP

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### INTRODUCTORY PROVISIONS

Personal Accident Insurance provided by Česká pojišťovna a.s. (hereafter referred to only as "Insurer") is governed by legislation of the Czech Republic and relevant provisions of Act No. 37/2004, the Insurance Policy Act (hereafter referred to only as "IPA"). These General Insurance Terms and Conditions are an integral part of the Insurance Policy. This Insurance is a private insurance according to the IPA (hereafter referred to only as "Insurance"). The Insurer's Personal Accident Insurance is a valued insurance.

### GENERAL PROVISIONS

#### Article 1

##### Types of insurance benefits

1. The Insurer pays from the Personal Accident Insurance the following types of insurance benefits:
  - for the time of necessary treatment (Article 18);
  - for hospitalisation due to injury (Article 19);
  - for permanent disability due to injury (Article 20);
  - for death caused by injury (Article 21).
2. The Insurer may provide from the Personal Accident Insurance also other types of insurance benefits. Unless such types of insurance benefits are defined by special regulations or in the Policy, these will be governed by those provisions of these Insurance Terms and Conditions, which are by their nature and purpose closest to them.
3. Crucial when deciding whether this Insurance applies to all the above insurance benefits or only to some of them, is the content of the Insurance Policy.

#### Article 2

Personal Accident Insurance can be also included in the same policy with other types of insurance. These are governed by General Insurance Terms and Conditions for the given type of insurance.

### INSURANCE INCEPTION AND ADMINISTRATION

#### Article 3

##### Insurance term, insurance start date, insurance end date

1. Insurance term is the time period for with the Insurance has been concluded. Insurance term can be either an exactly defined period of time (with a stipulated insurance end date), or an indefinite period.
2. Insurance cover starts at 0000 hours on the day stipulated in the Policy as the Insurance start date, unless agreed by the Parties that it starts already when the Insurance is concluded.
3. For fixed term insurance policies insurance cover ends at 2400 hours on the day stipulated in the Policy as the insurance end date.
4. If a regularly paid Personal Accident Insurance is included in the same Policy with other type of insurance for which the period of premium payments is shorter than the insurance term, the Personal Accident Insurance will lapse when the specified premium payment period expires

#### Article 4

##### Sums insured

The Insurer has the right to set for each Personal Accident Insurance tariff and for each type of insurance benefits, a maximum and a minimum sum insured for which the Insurance can be concluded.

#### Article 5

##### Premium

1. The premium amount and the premium payment due date is stipulated in the Insurance Policy. The premium amount is determined from premium tariffs issued by the Insurer for each insurance type and tariff, taking into account the Insured's occupation and the sporting activities he/she engages in.
2. If the premium amount depends on the Insured's age, for the purpose of determining the premium amount, his/her age is defined as the difference between the calendar year of the Insurance start date and the calendar year in which the Insured was born (the Insured's admission age).

3. If the Insured is in arrears with a premium payment, the Insurer will have the right to charge an interest for overdue payment.

### POLICY AMENDMENTS

#### Article 6

##### Policy amendments

If the Parties agree to amend the insurance cover of an existing Policy, the Insurer will pay insurance benefits from the amended Policy only for those claims which happen after the date stipulated in the Policy, however not before 0000 hours on the day following the day on which they agreed to amend the Policy.

### SURRENDER VALUE

#### Article 7

##### Surrender value

1. Provided the premium for a single premium Policy with insurance term longer than one year has been paid, the Policyholder will have the right to request that the Insurer cancels the Policy and pays out its surrender value.
2. The Policy surrender value is determined by the Insurer in accordance with technical insurance principles.
3. The Insurance lapses on the day on which the Insurer has paid out the surrender value in cash, written a cheque or issued a payment order to a financial institution to remit the payment.

### CONSEQUENCES OF FAILURE TO PAY PREMIUM

#### Article 8

##### Consequences of failure to pay premium

A failure to pay premium will result in the Insurance lapsing without any compensation.

### INSURANCE INTERRUPTION

#### Article 9

Insurance interruption according to Article 18 of the IPA is not applicable to Personal Accident Insurance.

### INSURANCE LAPSE

#### Article 10

### **Insurance lapse**

1. The Insurance can lapse:
  - a) due to expiry of the insurance term;
  - b) due to a failure to pay the premium;
  - c) by agreement, which must specify the manner of mutual settlement of liabilities and the moment at which the Insurance will lapse;
  - d) by notice of termination served either by either the Insurer or by the Policyholder, effective from the end of the insurance period;
  - e) by notice of termination served either by the Insurer or by the Policyholder within two months after concluding the Policy;
  - f) by notice of termination served either by the Insurer or by the Policyholder within two months after the day on which a claim incident was reported;
  - g) by notice of termination served by the Policyholder within one month after having received a notification that the insurance portfolio or part thereof has been transferred in accordance with a special legal regulation, or within one month after the day on which an announcement was made that the Insurer's licence to conduct insurance business has been withdrawn;
  - h) by withdrawing from the Policy;
  - i) by refusal to pay insurance benefits;
  - j) after the Policy surrender value of a single premium policy with insurance term longer than one year has been paid out,
  - k) after the death of the Insured who is a physical person;
  - l) as set forth in Supplementary or Special Insurance Terms and Conditions.

The reasons for each of these Insurance lapses are detailed in the IPA and in Special Insurance Terms and Conditions.

2. If the Insurance lapses for other reasons than those defined in paragraph 1, letters b), h) and i) above, however not because due to a claim the reason for continued insurance cover has fallen away, the Insurer will be obliged to return any remaining part of regularly paid premium.
3. If the Insurance lapses by withdrawal from the Policy, the Policy will be cancelled right from the beginning. The Insurer will be obliged without undue delay,

however not later than 30 days after the Policy withdrawal day, to return any already paid premium, less expenses incurred in concluding and administering the Policy. The Policyholder or, if a different person from the Policyholder the Insured, or the Beneficiary, will be obliged, within the same deadline as the Insurer, to return any already received insurance benefits which are in excess of the already paid premium.

4. If the Insurance lapses due to the Insurer's refusal to pay insurance benefits, the Insurer will not return any already received regularly paid premium.

### **CLAIM INCIDENT, INSURANCE BENEFITS**

#### **Article 11 Claim incident**

1. The Insurance covers claim incidents which occur while the Policy is in force. Territorial cover of the Insurance is not limited, with the exception specified in Article 19, paragraph 2 hereof.
2. Unless stipulated in the Policy otherwise, the Insurance covers Insured's injuries which he/she has suffered while engaging in any activity except those activities defined in Article 13 hereof.
3. In Personal Accident Insurance, a claim incident is an injury suffered by the Insured. By injury is understood an unexpected and sudden effect of external forces or own body strength independent of the Insured's will, which has occurred while the Policy was in force and which caused a bodily harm to the Insured's health or resulted in the Insured's death. For the purposes of this Personal Accident Insurance, by harm to health is meant a bodily harm which is listed in the Insurer's Scale Tables.
4. The Insurer will also pay insurance benefits for a harm to the Insured's health caused by:
  - a) a disease which developed exclusively as the consequence of an injury;
  - b) an aggravation of a disability due to injury by a disease which the Insured had suffered before the injury;
  - c) local suppuration after penetration of pathogenic germs into an open wound caused by an injury, and

tetanus infection caused by the injury;

- d) diagnostic, therapeutic and preventative actions carried out in order to treat a disability caused by an injury;

#### **Article 12 Exclusions from insurance**

A claim incident is not:

- a) a development and aggravation of hernia, tumours of any kind and origin, retinal immobility, development and aggravation of aseptic inflammations of tendon sheaths, muscle tendons, bursae, synovitis, epicondylitis and prolapsed intervertebral disc and related problems, including vertebrogeneralgic syndromes, even if the invoking moment of the above problems was an injury;
- b) infectious diseases even if transmitted through an injury, and work injuries and occupational diseases, unless they are of the nature described in Article 11 hereof;
- c) consequences of diagnostic, therapeutic and preventative actions, unless carried out to treat a disability caused by injury;
- d) if as a consequence of an injury a disease develops or is aggravated, including aggravation or symptoms of problems which have their origin in degenerative changes;
- e) suicide, attempted suicide or deliberate self-inflicted mutilation.

#### **Article 13 The Insurer will not pay insurance benefits for incidents that have occurred**

- a) as a consequence of or in connection with civil war, war events, armed invasion, invasion by foreign enemies, state of war whether declared or undeclared, revolutionary events, coup d'états, terrorist attacks (i.e. violent acts with political, social, ideological or religious motivation) and international peace mission, and acts of terrorism including contamination as the consequence of an act of terrorism;
- b) as a consequence of or in connection with the Insured's participation on the initiator's side in civil commotions, domestic violent commotions and strikes;
- c) direct or indirect effects of nuclear energy,
- d) in connection with driving a motor vehicle in automobile or motorcycle competitions and when preparing for them. The Insurer

will not be liable to pay insurance benefits even if the Insured participated in these competitions or preparation for them as a co-driver;

- e) if the Insured performs the tasks of a pilot or other member of an aircraft crew, except if he/she performs this activity as his/her occupation on-board an airliner of an airline which transports people or freight; when flying motorless aircraft, gliders, gliders with auxiliary engine and ultra-light aircraft, when hang-gliding, paragliding and flying in balloons and skydiving from aircraft and from heights with a parachute;
- f) when engaging in mountaineering sport, high altitude tourism, hunting connected with horse riding, deep diving requiring aqualung, and when engaging in extreme, so called adrenaline sports such as canyoning, sky-surfing, sky-bungee diving, bungee jumping, shark-diving, mega-diving, rocket bungee, heli-skiing (biking), rafting, black water rafting, and similar activities;
- g) as a consequence of or in connection with driving a motor vehicle for which the Insured did not possess at the time of the claim incident an appropriate licence.

#### **Article 14 Insurance benefits**

1. Insurance benefits are payable in the Czech Republic in Czech currency, unless stipulated in the Policy otherwise.
2. Insurance benefits are payable within fifteen days after the Insurer has completed an investigation necessary to determine the extent of the Insurer's liability to pay. Upon request the Insurer will pay to the Insured or to the Beneficiary a reasonable advance on the insurance benefits in accordance with Article 16, paragraph 3 of the IPA.
3. The Insurer will pay insurance benefits based on a written notification submitted on the Insurer's form.
4. The Insurer will not bear any costs connected with the Insured's journey abroad or from abroad, intended to establish the Insurer's liability to pay insurance benefits.
5. The Insurer will not bear any costs of a journey abroad or from abroad, made in connection with the Insured's injury.

#### **Article 15 Payment of insurance benefits**

1. The Insurer will pay insurance benefits from the Insurance either in the form of a lump sum payment or in the form of an annuity, depending on what has been agreed in the Policy or when investigating the claim incident.
2. If it has been agreed in the Policy or when investigating the claim incident that insurance benefits will be paid in the form of an annuity, the annuity will be paid in agreed time periods in advance.
3. The entitlement to annuity arises on the first day of the month following the month in which the claim incident occurred.
4. The annuity is paid either to the Insured or to the person entitled to receive the annuity, and this for the period of time agreed in the Policy or when investigating the claim incident.

#### **Article 16 Insured's obligations**

1. The Insured must, without undue delay after having suffered an injury, seek a physician, undergo a treatment according to the physician's instructions and, if requested by the Insurer, undergo at the Insurer's expense an examination conducted by a physician nominated by the Insurer. If the treatment is rendered late and this has an impact on the length of the treatment and the degree of permanent disability, the Insurer will have the right to pay insurance benefits only for the substantiated time of treatment according to set percentages of the applicable item, in case of daily benefits for up to the maximum number of days specified for the relevant item, and reduce the insurance benefits paid for permanent disability accordingly.
2. In the event of any doubts, the onus will be on the Insured to demonstrate that he/she did suffer the injury.
3. If the Insured requests a second opinion, he/she will bear the costs of such examination. If based on this second examination the Insurer pays additional insurance benefits, the Insurer will reimburse the Insured for the costs of this second examination.
4. When assessing permanent disability, the Insured must identify him/herself by producing a

national identity card or other valid identification document.

5. The Insured must, in the course of the claim settlement process, present all documents requested by the Insurer in Czech.

#### **SPECIAL PROVISIONS**

##### **Article 17 Determining insurance benefits to be paid**

1. The amount of insurance benefits to be paid for the time necessary to treat a bodily harm caused by injury and for permanent disability caused by injury, is determined by the Insurer by applying the principles set forth in Articles 18, 19 and 20 below, conversion tables and tables for assessing permanent disability in Personal Accident Insurance (hereafter referred to only as "Scale Tables").
2. The Insurer determines the amount of insurance benefits to be paid using the Scale Tables valid at the time of concluding the Policy.
3. The Insurer determines the amount of insurance benefits to be paid for death due to injury by applying the principles set forth in Article 21 hereof and in accordance with the agreed sum insured.

##### **Article 18 Insurance benefits paid for time of necessary treatment Insurance benefits paid for time of necessary treatment determined in percentage terms (TNT - %)**

- c) If the Insured suffers an injury and the time which according to the scientific knowledge is usually necessary to heal or stabilise the bodily harm caused by the injury (hereafter referred to only as "Average Time of Necessary Treatment") is longer than two weeks, the Insurer will pay a percentage of the sum insured which according to Scale Table A corresponds to the insurance benefits paid for the Average Time of Necessary Treatment for this bodily harm.
- d) For cases detailed in paragraph 3 of this Article, the Insurer will pay according to the number of days of necessary treatment which is commensurable for the nature and extent of the bodily harm (hereafter referred to only as "Reasonable Time of Necessary Treatment"). Insurance benefits to be paid for the Reasonable Time

of Necessary Treatment of a bodily harm will be determined by the Insurer as a percentage of the sum insured corresponding to the percentage of the Reasonable Time of Necessary Treatment specified in the Conversion Table.

- e) The Insurer pays insurance benefits according to the Reasonable Time of Necessary Treatment, provided this time does not exceed the time necessary to treat the actual bodily harm caused by the injury, namely:
  - a) for cases detailed in Article 11, letters a), b) and d), by more than four weeks;
  - b) in respect of the Insured's overall state of health which does not have the nature of a disease, by more than four weeks.
- f) If Table A specifies a percentage range, the Insurer determines the amount of insurance benefits to be paid according to the Conversion Table in such a way that the insurance benefits within this range correspond to the nature and extent of the bodily harm caused to the Insured by the injury.
- g) As part of the Time of Necessary Treatment is not regarded time during which the Insured underwent occasional medical check-ups or rehabilitation aimed at alleviating pain, but which had no subsequent effect on the state of the Insured's health.
- h) If the Insured has suffered in a single accident several injuries, the Insurer will pay insurance benefits only for the Time of Necessary Treatment of the injury which has been assessed with the highest percentage.
- i) The Insurer pays insurance benefits for the Average Time of Necessary Treatment or for the Reasonable Time of Necessary Treatment for a maximum of one year.
- j) No entitlement for insurance benefits for the Time of Necessary Treatment arises if the Insured dies within one month after having suffered the injury.
- k) The person entitled to receive insurance benefits for the Time of Necessary Treatment determined in percentage terms is the Insured.

#### **B. Insurance benefits paid for time of necessary treatment on a per-day basis (TNT-D)**

1. If the Insured suffers an injury and the time which according to the

current scientific knowledge is necessary to heal or stabilise the bodily harm caused by the injury (hereafter referred to only as "Average Time of Necessary Treatment") is longer than two weeks, the Insurer will pay daily benefits for each day of the Time of Necessary Treatment up to the maximum number of days corresponding to the relevant bodily harm, specified in the Daily Benefits part of Scale Table A.

2. The Insurer will pay daily benefits cumulatively according to the length of the Time of Necessary Treatment of the bodily harm caused by injury, multiplied by an appropriate conversion coefficient:
 

Time of necessary treatment	Conversion coefficient
from day 1 to day 28 (inclusive)	0.5
from day 29 to day 120 (incl.)	1
from day 121 to day 240 (incl.)	1.5
from day 241 to day 365 (incl.)	2
3. For cases described in paragraph 4 of this Article, the Insurer pays insurance benefits according to the number of days of the time of necessary treatment which is commensurable for the nature and extent of the bodily harm (hereafter referred to only as "Reasonable Time of Necessary Treatment"). The Reasonable Time of Necessary Treatment for the bodily harm caused by injury is determined by the Insurer in terms of the number of days which correspond to the Reasonable Time of Necessary Treatment.
4. In the event that the Time of Necessary Treatment is extended as a consequence of the harm to the Insured's health detailed in Article 11, letters a), b) and d), or due to the Insured's overall state of health which does not have the nature of a disease, the Insurer will pay insurance benefits also for those days of necessary treatment, by which the Reasonable Time of Necessary Treatment will not exceed 20% of the maximum number of days specified for individual bodily harms in the Daily Benefits part of Scale Table A.
5. The Insurer will not be liable to pay daily benefits for those days of the Reasonable Time of Necessary Treatment of an injury, by which this Reasonable Time of Necessary Treatment of the actual bodily harm caused by injury exceeds the maximum number of days specified for individual bodily

harms in the Daily Benefits part of Scale Table A.

6. Included in the Time of Necessary Treatment is not a time during which the Insured was undergoing occasional medical check-ups or rehabilitation aimed at alleviating pain, but which had no subsequent impact on the Insured's state of health.
7. If the Insured has suffered in a single accident several injuries, the Insurer will pay insurance benefits only for the Time of Necessary Treatment of that of the injuries which is in Scale Table A assessed with the highest number of days.
8. The Insurer will pay daily benefits for the Time of Necessary Treatment for up to one year.
9. No entitlement to insurance benefits for the Time of Necessary Treatment will arise if the Insured dies within one month of having suffered the injury.
10. The person entitled to receive insurance benefits for the Time of Necessary Treatment is the Insured.

#### **Article 19**

##### **Daily benefits for hospitalisation due to injury**

1. A claim incident is an injury which for medical reasons resulted in the necessity to render in-patients hospital care (hereafter referred to only as "Hospitalisation").
2. Insurance cover of Hospitalisation due to injury applies exclusively to hospitalisation within the Czech Republic.
3. The Insurer will pay insurance benefits from the insurance of daily benefits during Hospitalisation due to injury in an in-patients part of a hospital which is under permanent supervision of a physician, has available adequate diagnostic, surgical and therapeutic facilities, works in accordance with currently available knowledge of the medical science, and is run in accordance with applicable legal regulations.
4. Daily benefits during Hospitalisation are paid for each calendar day of Hospitalisation due to injury, which is from the medical point of view necessary. Hospitalisation necessary from the medical point of view is such hospitalisation which, due to the severity and character of the injury, must be attended to and



treated in the in-patients section of the hospital.

5. As medically necessary Hospitalisation is not regarded hospitalisation which is justified merely by a lack of home care or by other personal circumstances of the Insured.
6. Institutional stay (Hospitalisation) due to dental treatment and dental and jaw surgery due to injury is regarded as medically necessary only if an out-patients (ambulant) treatment is for medical reasons not possible.
7. The Insurer pays daily benefits for Hospitalisation due to injury for a limited period of time, up to the maximum of 60 days in the course of four years from the date of the claim incidence (injury).
8. If during the Hospitalisation the Insured suffers another injury which requires hospitalisation (i.e. concurrent necessary Hospitalisation due to more than one injury with different incidence dates), the Insurer will pay daily benefits for each day of the concurrent Hospitalisation only once.
9. No entitlement to insurance benefits during Hospitalisation due to injury arises for those days, during which the Insured was not staying in the hospital (interrupted the Hospitalisation), or when the Hospitalisation was shorter than 24 hours. The day on which the Insured is admitted to the hospital and the day he/she is released from the hospital care are added together and regarded as one day of Hospitalisation.
10. The Insurer will not pay daily benefits during Hospitalisation due to injury if the Insured dies within one month after the accident.
11. No entitlement to insurance benefits during Hospitalisation due to injury arises for the following therapeutic stays:
  - a) in spa facilities, nursing homes, centres and sanatoria, recuperation facilities, dietary facilities and special children facilities;
  - b) in rehabilitation facilities and centres, except hospitalisation in special rehabilitation facilities listed beforehand by the Insurer (the Insured can view the current list of these facilities on the Insurer's premises);
  - c) hospitalisation due to cosmetic surgery carried out to treat such disabilities

caused injury, which are from the medical point of view not essential;

- d) in facilities for the long-term ill, facilities taking care of the aged, infirm or frail, or for those lacking home care and require care and carer services;
  - e) in psychiatric institutions and other medical facilities following diagnosed psychiatric or psychological disorders;
  - f) in military medical facilities and prison hospitals;
  - g) when diagnostic and therapeutic methods have been used which are not universally recognised as scientific.
12. The person entitled to receive daily benefits during Hospitalisation due to injury is the Insured.

#### **Article 20**

##### **Insurance benefits paid for permanent disability due to injury**

1. If the Insured suffers permanent disabilities due to injury, the Insurer will pay insurance benefits equal to the percentage corresponding to each disability according to Score Table B – Extent of Permanent Disability after they have stabilised and, if they do not stabilise within three years after the injury, the percentage corresponding to their state at the end of this time period. If Table B specifies a percentage range, the Insurer will determine the amount of insurance benefits in such a way that the insurance benefits correspond within the percentage range to the nature and extent of the bodily harm caused by the injury.
2. If the Insurer cannot pay insurance benefits according to the previous paragraph because the permanent disability due to injury has not stabilised yet six months after the accident date, but it is already known what its minimum severity is going to be, the Insurer will pay the Insured at his/her request a reasonable advance.
3. If the permanent disability concerns parts of the body or an organ which had already been damaged prior to the injury, the Insurer will reduce the insurance benefits paid for this permanent disability by the percentage corresponding to the percentage of the previous damage,

determined also according to Scale Table B.

4. If a single injury causes the Insured several permanent disabilities, the Insurer will assess the overall permanent disability by adding the percentages for each of the disability, however up to the maximum of 100%.
5. If different disabilities suffered in one or more injuries inflict the same limb, organ of parts thereof, the Insurer will assess them as a whole, however not more than by the percentage set forth in Scale Table B for an anatomic or functional loss of such limb or organ or parts thereof.
6. If the Insured dies before insurance benefits for permanent disability due to injury have been paid, however not as a consequence of this injury, the Insurer will pay the Insured's heirs an amount corresponding to the extent of the Insured's permanent disability due to injury at the time of his/her death, however not more than the agreed sum insured for death due to injury.
7. The person entitled to receive insurance benefits for permanent disability due to injury is the Insured.

#### **Article 21**

##### **Insurance benefits for death due to injury**

1. If an injury results in the Insured's death within three years after the injury date, the Insurer will pay insurance benefits equal to the sum insured for death due to injury.
2. The person entitled to receive the insurance benefits is the Beneficiary. If no Beneficiary has been named in the Policy, or if the Beneficiary is not eligible to receive the insurance benefits, such entitlement will go to the persons specified in Article 51, paragraphs 2 and 3 of the IPA.
3. However, if the Insured dies as the consequence of an injury and the Insurer has already paid insurance benefits for permanent disability due to this injury, the Insurer will pay only the difference between the sum insured for death due to injury and the amount already paid.

#### **JOINT PROVISIONS**

##### **Article 22 Insurer's rights**

1. The Insurer has the right to request information about the Insured's state of health or the cause of the Insured's death, if there are grounds for such request related to determining the degree of insurance risk, determining the insurance premium to be paid and to claim investigation, provided the Insured has given the Insurer his/her permission. State of health or cause of death is investigated based on medical reports and documentation requested from relevant physicians by a medical facility appointed by the Insurer and, if needed, also by a check-up or examination carried out by this medical facility.
2. By signing the Policy, the Insured and the Policyholder give their consent with having the Insured's state of health investigated and checked. Consent with investigating and checking the state of health of a person unfit to perform legal acts is given by this person's legal guardian or carer, by signing the Policy.
3. The Insurer may use any information obtained while establishing the Insured's state of health for his own needs only.

**Article 23  
Loss payee clause**

1. It may be agreed that insurance benefits or the Policy surrender value are to be ceded to the benefit of a third party. Ceding means that insurance benefits or the Policy surrender value will be paid by the Insurer to the third party to which the payment has been ceded (the Loss Payee), unless the Loss Payee gives consent for the insurance benefits or the Policy surrender value to be paid to the Beneficiary named in the Policy. By making the payment to the Loss Payee, the Insurer fulfils his liability towards the Beneficiary.
2. Payment of insurance benefits can be ceded only at the Policyholder's request. If the Policyholder and the Insured are two different persons, the ceding of insurance benefits can be done only with the Insured's consent.

**Article 24  
Correspondence**

1. Correspondence concerning the insurance is usually delivered through a holder of a postal services licence according to a special law (a postman) to the last

address in the Czech Republic of the insurance partner for whom it is intended, known to the Insurer. Correspondence may be also delivered by the Insurer's employee or other Beneficiary.

2. The Policyholder (the Insured) must advise the Insurer about any changes in his/her address to which correspondence is to be delivered.
3. If the addressee is not found at the address, the postman will deposit the correspondence at by locality competent branch of the postal licence holder. If the addressee does not collect the correspondence within 15 days after its deposition, the last date of this 15-day period will be regarded as the date of delivery, and this even if the addressee did not know about the correspondence deposition.
4. If the addressee refuses to accept the correspondence, the correspondence will be regarded as delivered on the day on which the addressee refused to accept it. The addressee must be advised about the consequences of such refusal.
5. If the addressee does not stay at the place of delivery without having advised the Insurer accordingly, the correspondence will be regarded as delivered on the day when it was returned back to the Insurer as undeliverable.

**Article 25  
Resolving disputes**

1. The Parties have agreed that any assets-related disputes arising from the Policy or in connection thereto which concern full or partial non-payment of regularly paid or single premium, its amount or payment due date, will be decided with the exclusion of the jurisdiction of general courts in arbitration proceedings, with the exception specified in Article 25, paragraph 2 of these Insurance Terms and Conditions. These disputes will be decided by one arbiter appointed by the Administrator of the List of Arbiters maintained by *Společnost pro rozhodčí řízení, a.s.* (Society for Arbitration Proceedings), Id No. 26421381, registered office Praha 12, Sokolská 60, Postcode 120 00 (hereafter referred to only as "Society"). The Parties declare that they are aware of and accept the contents of the Society's Order of Proceedings, Rules for Arbitration

Proceedings Costs and Order of Organisation and Office. The Parties may also inform themselves about the rights and obligations arising from these documents at the Society's headquarters, where they can also obtain a copy of the Order of Proceedings, Rules for Arbitration Proceedings Costs and Order of Organisation and Office, after having paid the costs of making the copies, or at the following web address: <http://www.rozhodci-rizeni.cz/>.

The Parties have agreed and acknowledge that arbitration proceedings are non-public, usually take place only in a written form and that, unless the defendant responds within seven calendar days after the day on which legal charges have been served to him/her, all facts expressed and stated in the legal charge will be regarded as undisputable. The proceedings' venue is usually the Society's headquarters. All correspondence is delivered by post or by hand. When delivering correspondence to a party to the dispute and this party was not found at the address although it stays at the place of delivery, the provisions of the Civil Code on delivering correspondence to the addressee's own hands will be reasonably applied, with a repeated delivery of the correspondence not required, whereby a rule will apply that if the addressee fails to collect the correspondence within 10 days after its deposition, the last day of this 10-day period will be regarded as the date of delivery, even if the addressee did not know about the delivery. Correspondence to the defendant is delivered to the address stated in the Policy, unless this party advises in writing a different address to which it wishes correspondence to be delivered. If the defendant fails to fulfil this obligation and stays at a different address, arbitration proceedings correspondence will be delivered to the address known to the plaintiff, and the defendant acknowledges that from the arbitration proceedings point of view this will have the same effect as if the defendant were staying at this address.

The costs of the proceedings, mainly out-of-pocket expenses incurred by the Parties and their

representatives, are usually borne by the party which was in the dispute unsuccessful. The fee for legal representation, provided the representative is an attorney, is part of the proceedings costs. This fee is regulated by Public Notice No. 484/2000 in its current version (or by a legal regulation which may have substituted it in the course of the proceedings), and in relation to compensations by Public Notice No. 177/1996 in its current version (or by a legal regulation which may have substituted it in the course of the proceedings), in a similar manner as in hearings before courts of law. If the attorney is a VAT payer, VAT at the applicable rate is part of the fee and compensations.

2. The Parties have agreed that the arbitration endorsement set forth by the provisions of Article 25, paragraph 1 of these Insurance Terms and Conditions will, in a concrete assets-related dispute for which arbitration proceedings have

not commenced yet, become null-and-void if a hearing before a court of law concerning this particular assets-related dispute has already commenced.

3. All other disputes arising from a duly concluded Policy or in connection thereto, which in view of its subject matter cannot be subordinated under the provisions of Article 25, paragraph 1 of these Insurance Terms and Conditions, will be heard before materially and by locality competent courts of law.

#### **Article 26 Fees**

The Insurer has the right to charge the Policyholder fees for special tasks performed at a Policyholder's request and listed in the Insurer's Overview of Fees. The fees are set by the Insurer and shown in the current Overview of Fees available at Insurer's points of sale. These fees are paid in the form of offsetting mutual receivables. If such manner of payment is not

possible, these fees are payable in advance.

#### **Article 27 Beneficiary's obligations**

All documents requested by the Insurer to settle a claim must be presented in Czech.

#### **Article 28 Interpretation of terminology**

**Insurer's written questions** concerning the Insurance being concluded are all and any questions necessary to conclude the Policy. By such questions are understood also questions concerning the state of health of the Insured and the Policyholder.

**The recipient of insurance benefits in the event of the Insured's death** is the Beneficiary. If no Beneficiary is named in the Policy, or if the Beneficiary is not eligible to receive the insurance benefits, the entitlement will be acquired by the persons specified in Article 51, paragraphs 2 and 3 of the IPA.

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## **Supplementary Insurance Terms and Conditions for Motor Insurance DPPA 2006 – "All Risk"**

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### **Article 1**

#### **Introductory provisions**

1. Insurance DPPA 2006 – "All Risk" (hereafter referred to only as "DPPA 2006") is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as "VPPH 2006"), these DPPA 2006 and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPA 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

### **Article 2**

#### **Insurance risks, insurance cover**

1. Unless stipulated in the Policy otherwise, the insurance applies to the following insurance risks:
  - a) accident;
  - b) acts of nature;
  - c) theft;
  - d) unauthorised use of the insured vehicle.
2. The insurance applies to vehicles specified in detail by the vehicle

identification data specified in the Policy and to its parts and accessories which form its standard and mandatory outfitting (hereafter referred to only as "Vehicle"). It applies to other accessories (hereafter referred to only as "Special Accessories") only if such accessories are specified in the Policy.

### **Article 3**

#### **Insurance term, insurance start date, insurance end date, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

### **Article 4**

#### **Securing the Vehicle**

1. The Policyholder may, or must, make an undertaking in the Policy that the Vehicle will have, at the time of a claim incident caused by a theft of the Vehicle, installed and

activated functional security devices or security systems specified in some of the following provisions:

- a) a mechanical security system rigidly attached to the Vehicle's body, which when locked blocks the Vehicle's transmission (in the Policy this security system is referred to as "Mechanical Security Device"). Automatic transmission cannot be considered a Mechanical Security Device;
- b) a hidden electronic security system which must be able to, independently of the Beneficiary, locate the Vehicle and allow it to be actively monitored. In the event of an unauthorised entry into the Vehicle or its theft, the system must immediately alert the Beneficiaries, i.e. the Vehicle's owner or operator, and at the same time also other persons. The system must be effective at least within the territory of the Czech Republic (in the Policy this security device is referred to as "Passive Tracking System");

c) a hidden electronic security system which must be able to, independently of the Beneficiary, locate the Vehicle and allow it to be actively monitored. In the event of an unauthorised entry into the Vehicle of its theft, the system must immediately alert first the security system's operator and then possibly also other persons to whom the system has a non-stop connection, and the system must be capable of transmitting a signal on a different basis than GSM. The system must be effective at least within the territory of the Czech Republic (in the Policy this security device is referred to as "Active Tracking System");

2. All devices defined in the previous paragraph must have relevant attestations and permits for installation in the given Vehicle type, and must be installed by a subject which possesses the necessary authorisation for installing these devices.
3. The Insurer may make it a precondition for admitting the Vehicle into the Insurance that the Vehicle is equipped with a security device which meets the conditions specified in paragraph 1 of this Article.
4. If the Vehicle security system is of a higher standard than required by the Insurer, this will be taken into account in the form of a premium discount granted in accordance with currently applicable rules.
5. If the Insurer grants for an installed security device as specified in paragraph 1 of this Article a premium discount, then the premium defined in the Policy is already a discounted premium.
6. If the Insurer grants a premium discount for an installed security device, the Policyholder undertakes to maintain and inspect the security device in accordance with the instructions of the device's manufacturer.
7. If the Insurer grants a premium discount for the Policyholder's undertaking to install appropriate security devices, the Insurer will have the right to demand from the Beneficiary to demonstrate that the security device for which the Insurer has granted the premium discount was at the time of the claim incident functional and activated. The Insurer will also have the right to demand that the Beneficiary demonstrates that the functions of these security

devices have been maintained and inspected in accordance with the manufacturer's instructions. Failing this, the Insurer will have the right to reduce the insurance benefits to be paid by a percentage proportional to the premium discount granted for the installation of these security devices, expressed in percentage terms.

#### Article 5

##### Exclusions from Insurance

1. As insurance risks shall not be for the purposes of these DPPA 2006 regarded any of the activities and situations excluded from insurance cover in Article 6 of VPPH 2006.

#### Article 6

##### Taking claim history into account

1. The Insurer takes into account a claim-free history in Motor Casco insurance by granting a premium discount (a no-claim bonus), provided the insurance is not an insurance of a set of vehicles.
2. The no-claim bonus rate is determined by current crucial time.
3. **Crucial time** is a time of uninterrupted duration of insurance, whereby its length is shortened on the basis of **crucial claims** or, where applicable, on the basis of the **time of insurance concurrency**.
4. The Insurer takes into account substantiated crucial time from previous lapsed insurance of the same Policyholder.
5. Negative crucial time from previous insurance is counted into the newly obtained insurance in full.
6. Crucial time can be transferred among persons permanently living with the Policyholder in the same household. However, crucial time can be transferred only within the same vehicle category. Vehicles are for the purpose of determining crucial time divided into the following categories:
  - a) single-track vehicles and motor tricycles and quads;
  - b) passenger cars and commercial vehicles of maximum permitted weight 3500 kg;
  - c) trailers and semi-trailers of all kinds;
  - d) other vehicles;
 provided a new insurance is concluded in place of the lapsed one.
7. Crucial time is determined in terms of whole completed calendar months.
8. Adding up crucial times from concurrent insurances is for

determining the crucial time taken into account not permitted.

#### 9. No-claim bonus levels:

Bonus level code	Crucial time in months	Premium discount	Premium level
B0	less than 12	0%	100%
B1	12 to 23	5%	95%
B2	24 to 35	10%	90%
B3	36 to 47	15%	85%
B4	48 to 59	20%	80%
B5	60 to 71	25%	75%
B6	72 to 83	30%	70%
B7	84 to 95	35%	65%
B8	96 to 107	40%	60%
B9	108 to 119	45%	55%
B10	120 and more	50%	50%

10. A no-claim bonus is always credited as of the Policy anniversary date according to the determined crucial time, taking into consideration any crucial claims.

11. **Crucial claim** is a claim resulting in the payment of insurance benefits, on the basis of which the **crucial time length is reduced by 36 months**. As a crucial claim are not regarded the following claim incidents:

- a) a theft of the Vehicle, if the Insurer is entitled to recover the costs from a known physical person or legal entity;
- b) which happened during the time between the theft of the Vehicle and its return to the Beneficiary;
- c) which happened after the Vehicle was demonstrably temporarily handed in for repairs (Article 430, paragraph 2 of the Civil Code);
- d) those caused by an act of nature;
- e) those for which no insurance benefits have been paid;
- f) any claim incident from which the Insurer is entitled to recover the costs from a known physical person or legal entity.

12. Furthermore, as crucial claim is not regarded a claim for which the Insured (or other person) reimburses the Insurer for the payment of insurance benefits the Insurer made on the Insured's behalf, provided the reimbursement takes place within one month after the Insured has received a notification from the Insurer, informing him/her about the amount of insurance benefits paid.

#### Article 7

##### Miscellaneous provisions

The Insurer will accept **repairs done by foreign repair workshops** and documents showing that the Insured Vehicle has been repaired in these repair workshops in full, provided repairs abroad have been **agreed in**



the Policy, or have been explicitly approved in writing by the Insurer. Otherwise the Insurer will not regard thus expended costs as reasonable

and, if they are not at the domestic price level, the Insurer will pay only the costs of repairs usual in the Czech Republic.

#### **Article 8 Effectiveness**

1. These DPPA 2006 become effective on 18<sup>th</sup> October 2010.

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### **Supplementary Insurance Terms and Conditions for Motor Insurance DPPO 2006 – “Theft and Acts of Nature”**

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#### **Article 1**

##### **Introductory provisions**

1. Insurance DPPO 2006 – “Theft and Acts of Nature” (hereafter referred to only as “DPPO 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPO 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPO 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

#### **Article 2**

##### **Insurance risks, insurance cover**

1. Unless stipulated in the Policy otherwise, the Insurance applies to the following insurance risks:
  - a) theft;
  - b) unauthorised use of the vehicle;
  - c) acts of nature.
2. The Insurance applies to vehicles specified in detail by the vehicle identification data shown in the Policy and to its parts and accessories which form its standard and mandatory outfitting (hereafter referred to only as “Vehicle”). It applies to other accessories (hereafter referred to only as “Special Accessories”) only if such accessories are specified in the Policy.

#### **Article 3**

##### **Insurance term, insurance start date, insurance end date, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer’s tariffs, and are stipulated in the Policy.

#### **Article 4**

##### **Securing the Vehicle**

1. The Policyholder may, or must, make an undertaking in the Policy that the Vehicle will have, at the time of a claim incident due to a theft of the Vehicle, installed and activated functional security devices or security systems specified in some of the following provisions:
  - a) a mechanical security system rigidly attached to the Vehicle’s body, which when locked blocks the Vehicle’s transmission (in the Policy this security system is referred to as “Mechanical Security Device”). Automatic transmission is not regarded a security device;
  - b) a hidden electronic security system which must be able to, independently of the Beneficiary, locate the Vehicle and allow it to be actively monitored. In the event of an unauthorised entry into the Vehicle or its theft, the system must immediately alert the Beneficiaries, i.e. the Vehicle’s owner or operator, and at the same time also other persons. The system must be effective at least within the territory of the Czech Republic (in the Policy this security device is referred to as “Passive Tracking System”);
  - c) a hidden electronic security system which must be able to, independently of the Beneficiary, locate the Vehicle and allow it to be actively monitored. In the event of an unauthorised entry into the Vehicle or its theft, the system must immediately alert first the security system’s operator and possibly also other persons to whom the system is connected on a non-stop basis, and the system must be capable of transmitting a signal on a different basis than GSM. The system must be effective at least within the territory of the Czech Republic (in the Policy this security device is referred to as “Active Tracking System”);
2. All devices defined in the previous paragraph must have relevant attestations and permits for installation in the given Vehicle type, and must be installed by a subject which possesses the necessary authorisation for installing these devices.
3. The Insurer may make it a precondition for admitting the Vehicle into the Insurance that the Vehicle is secured with a security device which meets the conditions specified in paragraph 1 of this Article.
4. If the Vehicle’s security system is better than required by the Insurer, this will be taken into account in the form of a premium discount granted in accordance with currently applicable rules.
5. If the Insurer grants for an installed security device as specified in paragraph 1 of this Article a premium discount, then the premium stipulated in the Policy is already a discounted premium.
6. If the Insurer grants a premium discount for an installed security device, the Policyholder undertakes to maintain and inspect the security device in accordance with the instructions of the device’s manufacturer.
7. If the Insurer grants a premium discount for the Policyholder’s undertaking to install appropriate security devices, the Insurer will have the right to demand from the Beneficiary to demonstrate that the security device for which the Insurer has granted the premium discount was at the time of a claim incident incidence functional and activated. The Insurer will also have the right to demand that the Beneficiary demonstrates that the functions of these security devices have been maintained and inspected in accordance with the manufacturer’s instructions. Failing this, the Insurer will have the right to reduce the insurance benefits to be paid by a percentage proportional to the premium discount granted for the

installation of these security devices, expressed in percentage terms.

**Article 5**

**Exclusions from Insurance**

1. As insurance risks shall not be for the purposes of these DPPO 2006 regarded any of the activities and situations excluded from insurance cover in Article 6 of VPPH 2006.

**Article 6**

**Taking claim history into account**

1. The Insurer takes into account the previous claim-free history from Motor Casco insurance by granting a premium discount (a no-claim bonus), provided the insurance is not an insurance of a set of vehicles.
2. The no-claim bonus rate is determined by the current crucial time.
3. **Crucial time** is a time of uninterrupted duration of insurance, the length of which is shortened on the basis of **crucial claims**, or adjusted on the basis of the **time of insurance concurrency**.
4. The Insurer takes into account substantiated crucial time from previous lapsed insurance of the same Policyholder.
5. Negative crucial time from previous insurance always counts towards the newly obtained insurance in full.
6. Crucial time can be transferred among persons permanently living with the Policyholder in the same household. However, the crucial

time can be transferred only within the same vehicle category. Vehicles are for the purpose of determining the crucial time divided into the following categories:

- a) single-track vehicles and motor tricycles and quads;
  - b) passenger cars and commercial vehicles of maximum permitted weight 3500 kg;
  - c) trailers and semi-trailers of all kinds;
  - d) other vehicles,
- provided a new insurance is concluded in place of the lapsed one.

7. Crucial time is determined in terms of whole completed calendar months.

8. Adding up crucial times from concurrent insurances is for determining the crucial time taken into account not permitted.

9. No-claim bonus levels:

Bonus level code	Crucial time in months	Premium discount	Premium level
B0	less than 12	0%	100%
B1	12 to 23	5%	95%
B2	24 to 35	10%	90%
B3	36 to 47	15%	85%
B4	48 to 59	20%	80%
B5	60 to 71	25%	75%
B6	72 to 83	30%	70%
B7	84 to 95	35%	65%
B8	96 to 107	40%	60%
B9	108 to 119	45%	55%
B10	120 and more	50%	50%

10. No-claim bonus is always credited as of the Policy anniversary date

according to the determined crucial time, taking into consideration any crucial claims.

11. **Crucial claim** is a claim resulting in the payment of insurance benefits, on the basis of which the **crucial time length is reduced by 36 months**. As crucial claims are not regarded:

- a) a theft of the Vehicle, if the Insurer is entitled to recover the costs from a known physical person or legal entity;
- b) claim incidents caused by Acts of Nature;
- c) claim incidents for which no insurance benefits have been paid;
- d) any claim incident from which the Insurer is entitled to recover the costs from a known physical person or legal entity.

12. Furthermore, as crucial claim is not regarded a claim for which the Insured (or other person) reimburses the Insurer for the payment of insurance benefits the Insurer made on the Insured's behalf, provided the reimbursement takes place within one month after the Insured has received a notification from the Insurer informing him/her about the amount of insurance benefits paid.

**Article 7**

**Effectiveness**

1. These DPPO 2006 become effective on 18<sup>th</sup> October 2010.

**Supplementary Insurance Terms and Conditions  
for Motor Insurance DPPH 2006 – “Accident and Acts of Nature”**

**Article 1**

**Introductory provisions**

1. Insurance DPPH 2006 – “Accident and Acts of Nature” (hereafter referred to only as “DPPH 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPH 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPH 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

**Article 2**

**Insurance risks, insurance cover**

1. Unless stipulated in the Policy otherwise, the Insurance applies to the following insurance risks:

- a) accident;
- b) acts of nature.

2. The Insurance applies to vehicles specified in detail by the vehicle identification data shown in the Policy, and its parts and accessories which form its standard and mandatory outfitting (hereafter referred to only as “Vehicle”). It applies to other accessories (hereafter referred to only as “Special Accessories”) only if such accessories are specified in the Policy.

**Article 3**

**Insurance term, insurance start date, insurance end date, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

**Article 4**

**Exclusions from Insurance**

1. As insurance risks shall not be for the purposes of these DPPH 2006 regarded any of the activities and situations excluded from insurance cover in Article 6 of VPPH 2006.

**Article 5**

**Taking claim history into account**

1. The Insurer takes into account the previous claim-free history from

Motor Casco insurance by granting a premium discount (a no-claim bonus), provided the insurance is not an insurance of a set of vehicles.

2. The no-claim bonus rate is determined from the current crucial time.
3. **Crucial time** is a time of uninterrupted duration of insurance, the length of which is shortened on the basis of **crucial claims**, or shortened on the basis of the **time of insurance concurrency**.
4. The Insurer takes into account substantiated crucial time from previous lapsed insurance of the same Policyholder, provided such insurance lapsed not more than 12 months earlier.
5. Negative crucial time from previous insurance is always counted towards the newly obtained insurance in full.
6. Crucial time can be transferred among persons permanently living with the Policyholder in the same household. However, the crucial time can be transferred only within the same vehicle category. Vehicles are, for the purpose of calculating the crucial time, divided into the following categories:
  - a) single-track vehicles and motor tricycles and quads;
  - b) passenger cars and commercial vehicles of maximum permitted weight 3500 kg;
  - c) trailers and semi-trailers of all kinds;
  - d) other vehicles;

provided a new insurance is concluded in place of the lapsed one.

7. Crucial time is determined in terms of whole completed calendar months.
8. Adding up concurrent insurance crucial times is for determining the crucial time taken into account not permitted.

**9. No-claim bonus levels:**

Bonus level code	Crucial time in months	Premium discount	Premium level
B0	less than 12	0%	100%
B1	12 to 23	5%	95%
B2	24 to 35	10%	90%
B3	36 to 47	15%	85%
B4	48 to 59	20%	80%
B5	60 to 71	25%	75%
B6	72 to 83	30%	70%
B7	84 to 95	35%	65%
B8	96 to 107	40%	60%
B9	108 to 119	45%	55%
B10	120 and more	50%	50%

10. A no-claim bonus is always credited as of the Policy anniversary date according to the determined crucial time, taking into consideration any crucial claims.
11. **Crucial claim** is a claim resulting in the payment of insurance benefits, on the basis of which the **crucial time length is reduced by 36 months**. As crucial claims are not regarded:
  - a) a theft of the Vehicle, vandalism or inadvertent damage caused by a third party, if the Insurer is entitled to recover the costs from

a known physical person or legal entity;

- b) incidents which happened during the time between the theft of the Vehicle and its return to the Beneficiary;
  - c) incidents which happened during the time after the Vehicle was demonstrably temporarily handed in for repairs (Article 430, paragraph 2 of the Civil Code);
  - d) claim incidents caused by an act of nature;
  - e) claim incidents for which no insurance benefits have been paid;
  - f) any claim incident from which the Insurer is entitled to recover the costs from a known physical person or legal entity.
12. Furthermore, as crucial claim is not regarded a claim for which the Insured (or other person) reimburses the Insurer for the payment of insurance benefits the Insurer made on the Insured's behalf, provided the reimbursement is done within one month after the Insured has received a notification from the Insurer stating the amount of the insurance benefits paid.

**Article 6  
Effectiveness**

These DPPH 2006 become effective on 18<sup>th</sup> October 2010.

**Supplementary Insurance Terms and Conditions  
for Motor Insurance DPPS 2006 – “Windscreen”**

**Article 1**

**Introductory provisions**

1. Insurance DPPS 2006 – “Windscreen” (hereafter referred to only as “DPPS 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPS 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPS 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

**Article 2**

**Insurance risks, insurance cover,  
insurance benefits limit**

1. Unless stipulated in the Policy otherwise, this Insurance covers the following insurance risks concerning windscreen:
  - a) accident;
  - b) acts of nature.
2. The Insurance covers only the insured vehicle's windscreen which has been fitted to this vehicle using an original technique.
3. For the purposes of these DPPS 2006, as the windscreen defined in the previous paragraph is regarded only such windscreen which has been approved for the given type of a vehicle by applicable regulations, and which has all necessary attestations for this type of a vehicle.
4. The Insurer will pay insurance benefits under the conditions set forth in the Policy and these DPPS

2006, up to the insurance benefits limit stipulated in the Policy.

5. If Glass Insurance is a policy rider in Motor Casco insurance, this insurance will cover only such glass damage, which is not claimed from the Casco insurance.
6. The DPPS 2006 insurance does not cover damages to objects attached to the vehicle's windscreen (motorway toll stickers, rear-view mirrors, protective foils and screens) and after-market modifications of the windscreen by tinting. Furthermore, the Insurance does not cover consequential damages caused by a damaged windscreen (scratches in the car's paintwork, upholstery, etc.).

**Article 3**

**Insurance term, insurance start date, insurance end date, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

**Article 4  
Exclusions from Insurance**

1. The Insurer will not pay insurance benefits, and excluded from insurance cover are the activities and situations specified in Article 6 of VPPH 2006.

**Article 5  
Miscellaneous provisions**

1. The excess (deductibles) specified in Article 9 of VPPH 2006 does not apply to the DPPS 2006 insurance, unless stipulated in the Policy otherwise.

**Article 6  
Effectiveness**

1. These DPPS 2006 become effective on 18<sup>th</sup> October 2010.

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**Supplementary Insurance Terms and Conditions  
for Motor Insurance DPPSV 2006 – “All Glass”**

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**Article 1  
Introductory provisions**

1. Insurance DPPSV 2006 – “All Glass” (hereafter referred to only as “DPPSV 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPSV 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPS 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

**Article 2  
Insurance risks, insurance cover, insurance benefits limit**

1. Unless stipulated in the Policy otherwise, this Insurance covers the following insurance risks concerning the insured glass:
  - a) accident;
  - b) acts of nature.
2. The Insurance covers the windscreen and glass in the rear and side windows, the function of which is to provide view from the insured vehicle, and which are fitted

to this vehicle using the original technique (hereafter referred to only as “Glass”), with the exception of sun roofs.

3. For the purposes of these DPPSV 2006, as Glass defined in the previous paragraph is regarded only such Glass which has been approved for the given type of a vehicle by applicable regulations, and which has all necessary attestations for this type of a vehicle.
4. The Insurer will pay insurance benefits under the conditions set forth in the Policy and these DPPSV 2006, up to the insurance benefits limit stipulated in the Policy.
5. If Glass Insurance is a policy rider in Motor Casco insurance, this insurance will cover only such Glass damage, which is not claimed from the Casco insurance.
6. The DPPS 2006 insurance does not cover damages to objects attached to the vehicle's Glass (motorway toll stickers, rear-view mirrors, protective foils and screens) and aftermarket glass modifications, e.g. by tinting, etching, sand-blasting and similar). Furthermore, the Insurance does not cover consequential damages caused by damaged Glass (scratches on the car's paintwork, upholstery, etc.).

**Article 3  
Insurance term, insurance start date, insurance end date, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

**Article 4  
Exclusions from Insurance**

1. The Insurer will not pay insurance benefits, and excluded from insurance cover are the activities and situations specified in Article 6 of VPPH 2006.

**Article 5  
Miscellaneous provisions**

1. The excess (deductibles) specified in Article 9 of VPPH 2006 does not apply to the DPPSV 2006 insurance, unless stipulated in the Policy otherwise.

**Article 6  
Effectiveness**

1. These DPPSV 2006 become effective on 18<sup>th</sup> October 2010.

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**Supplementary Insurance Terms and Conditions  
for Motor Insurance DPPZ 2006 – “Baggage”**

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**Article 1  
Introductory provisions**

1. Insurance DPPZ 2006 – “Baggage” (hereafter referred to only as “DPPZ 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor

Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPZ 2006, and by relevant provisions of the Insurance Policy.

2. Insurance established on the basis of these DPPZ 2006 is a private non-valued insurance against

insurance risks specified in the Insurance Policy.

3. Insurance DPPZ 2006 is available in two versions, DPPZ 2006-1 and DPPZ 2006-2. Unless stipulated otherwise, the provisions of these DPPZ 2006 apply to both versions,



i.e. to DPPZ 2006-1 as well as to DPPZ 2006-2.

## Article 2

### Insurance risks, insurance cover

Insurance risks and insurance cover for insurance version DPPZ 2006-1:

1. Unless stipulated in the Policy otherwise, the Insurance covers the following insurance risks in respect of the insured transported baggage:
  - a) an act of nature;
  - b) theft;
  - c) loss;
  - d) destruction or damage.

2. The Insurance applies to items belonging to all persons travelling in the vehicle. The Insurance does not apply to the vehicle's freight and special accessories.

Insurance risks and insurance cover for Insurance version DPPZ 2006-2:

3. Unless stipulated in the Policy otherwise, the Insurance covers the following insurance risks in respect of the insured transported baggage connected with an accident of the insured vehicle:
  - a) an act of nature;
  - b) theft;
  - c) loss;
  - d) destruction or damage

4. The Insurance applies to items belonging to all persons travelling in the vehicle, which they had with them or on them at the time of the accident. The Insurance does not apply to the vehicle's freight and special accessories.

## Article 3

### Insurance term, insurance start and end date, premium and insurance benefits limit

1. Insurance benefits limits and excess (deductibles), if any, are stipulated in the Policy.
2. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
3. Premium to be paid and premium payment due dates are determined according to the Insurer's tariffs, and are specified in the Policy.

## Article 4

### Special exclusions from Insurance

1. The Insurer will not pay insurance benefits, and excluded from the insurance cover are, the activities and situations specified in Article 6 of VPPH 2006.
2. Furthermore, Insurance established by these DPPZ 2006 does not apply and an entitlement to insurance benefits does not arise, if the loss concerns:
  - a) valid local or foreign legal tender, banknotes and circulation coins, precious metals and objects made from them, pearls and precious stones,
  - b) securities, valuables and other similar documents, e.g. savings and cheque books, bills of exchange and credit and debit cards;
  - c) passports, driver's licences, train, bus, ship and air tickets and other documents and cards

- d) of all kinds, or costs connected with their replacement or with obtaining their duplicates;
- d) written materials, blueprints, business books, card indexes and drawings;
- e) objects used to perform an occupation or gainful activities;
- f) works of art, objects of special cultural and artistic value, collector items;
- g) weapons including accessories and ammunition thereto;
- h) objects incorrectly stowed or damage which occurred as a consequence of incorrect attachment;
- i) audio-video equipment including computers and peripherals of all kinds;
- j) recordings on audio, video, data and similar storage media;
- k) animals.

## Article 5

### Special interpretation provisions

**Loss** is a situation whereby the Insured or the Beneficiary has lost, independently of his/her will and in connection with the vehicle's accident, the ability to use the insured object.

**Accident** for the purposes of these DPPZ 2006 is a traffic accident involving the insured vehicle.

## Article 6

### Effectiveness

1. These DPPZ 2006 become effective on 18<sup>th</sup> October 2010.

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## Supplementary Insurance Terms and Conditions for Motor Insurance DPPP 2006 – “Insurance of Rental Costs During Vehicle Repairs”

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## Article 1

### Introductory provisions

1. Insurance DPPP 2006 – “Insurance of Rental Costs During Vehicle Repairs” (hereafter referred to only as “DPPP 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPP 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPP 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

3. Insurance established on the basis of these DPPP 2006 can be obtained only as a policy rider to insurance DPPA 2006 – “All Risk”, to insurance DPPO 2006 – “Theft and Acts of Nature”, or to insurance DPPH 2006 – “Accident and Acts of Nature”.

## Article 2

### Insurance risks, insurance cover

1. This Insurance covers the costs incurred by the Insured by renting a vehicle in place of a damaged vehicle identified in the Policy, provided the damage occurred as a consequence of a claim incident, and which prevents this vehicle from being driven on public roads

due to its inability to move under the power of its own engine, inability to abide by generally binding laws which set forth the requirements on technical roadworthiness of vehicles driven on public roads, while the damage caused by the claim incident is being repaired in the Czech Republic using an authorised repair workshop or a repair workshop which is the Insurer's contractual partner, provided the repair of the insured vehicle related to the claim **exceeds two days**, i.e. 16 NH (normative-hours) according to time normatives specified by the vehicle's manufacturer for the damage.

### **Article 3**

#### **Insurance term, insurance start and end dates, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

### **Article 4**

#### **Insurance benefits limits, excess**

1. Insurance benefits limits and excess (deductibles), if any, are stipulated in the Policy.
2. The insurance benefits limit stipulated in the Policy applies to the whole insurance term regardless of the number of insurance benefits payments.
3. The DPPP 2006 insurance covers only the rental of a motor vehicle of the

same class as the class of the insured vehicle. If the Beneficiary rents a vehicle of a higher class, the Insurer will pay only the amount which he would have paid if the Beneficiary rented a vehicle of the same class. If the Beneficiary rents a vehicle of a lower class, this will have no effect on the insurance benefits paid by the Insurer; likewise, this will have no effect on the applicable excess.

4. The DPPP 2006 Insurance applies only to those cases, when the Beneficiary rents a vehicle from a subject for which vehicle rental is his line of business (one of his lines of business).
5. The Insurer will pay insurance benefits up to the usual costs of the vehicle rental in the given locality and time, however not more than **CZK1500** excluding VAT per day.
6. Maximum length of the car rental is limited by the vehicle repair time

according to the manufacturer's time normatives, and does not include delays related to the capacities of the repair workshop repairing the vehicle, including capacities of the workshop's subcontractors. Furthermore, the maximum vehicle rental length does not include time delays related to the deliveries of spare parts necessary to repair the damaged vehicle.

### **Article 5**

**Interpretation of terminology**  
**Inability to abide by generally binding legal regulations** is a situation whereby driving the vehicle would violate applicable legal regulations.

### **Article 6** **Effectiveness**

1. These DPPP 2006 become effective on 18<sup>th</sup> October 2010.

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## **Supplementary Insurance Terms and Conditions for Motor Insurance DPPG 2006 – "GAP"**

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### **Article 1**

#### **Introductory provisions**

1. Insurance DPPG 2006 – "GAP" (hereafter referred to only as "DPPG 2006") is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as "VPPH 2006"), these DPPG 2006, Supplementary Insurance Terms and Conditions for Motor Insurance DPPA 2006 – All Risk (hereafter referred to only as "DPPA 2006"), and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPG 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

### **Article 2**

#### **Insurance risks, insurance cover**

1. Unless stipulated in the Policy otherwise, the insurance risk covered by this insurance is a financial loss suffered as a result of a claim paid from the primary insurance as a total loss, by which is understood destruction or theft of the insured vehicle, provided it has not been found within 30 calendar

days after the loss was reported to the police.

### **Article 3**

#### **Insurance term, insurance start and end dates**

1. Unless stipulated in the Policy otherwise, insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
2. Unless stipulated in the Policy otherwise, this is a fixed term insurance with an insurance term of **36** calendar months.
3. The insurance lapses in accordance with applicable legal regulation, and also upon the lapse of the primary insurance.

### **Article 4**

#### **Insured object**

1. The Insurance applies to a new vehicle identified in the Policy, its parts and accessories which constitute the vehicle's standard and mandatory outfitting (hereafter referred to only as "Vehicle"), identified in the primary insurance. Other accessories (hereafter referred to only as "Special Accessories") are covered by the

Insurance only if they are listed in the Policy.

2. An insured object can be a passenger car or a commercial vehicle of maximum permissible weight 3500 kg.
3. An insured object cannot be any of the following vehicles:
  - a vehicle transporting dangerous objects;
  - a vehicle with the right of way;
  - a vehicle used as taxi service;
  - a rental vehicle;
  - a racing car;
  - a vehicle with allocated special permanent manipulation registration number, so called ZTMRZ;
  - a driving school or driver training vehicle.

### **Article 5**

#### **Exclusions from Insurance**

1. As insurance risks are for the purposes of these DPPG 2006 not regarded activities and situations excluded from insurance in Article 6 of VPPH 2006.
2. Furthermore, insurance established by these DPPG 2006 does not apply to:
  - a) claims which give no rise to an entitlement for insurance

- benefits paid from the primary insurance;
- b) an amount by which the Insurer has reduced insurance benefits due to the Policyholder/Insured's failure to fulfil his/her contractual obligations;
  - c) costs which are covered by other insurance, or any other financial losses reimbursed from a different source, including VAT compensations;
  - d) accessories which were not installed in the Vehicle at the time the Policy was concluded;
  - e) accessories and Special Accessories fitted to the Vehicle after the Policy established according to these DPPG 2006 has been concluded.

#### **Article 6**

##### **Insurance benefits**

1. Insurance benefits to be paid are determined as the difference between the acquisition price and the usual price which the Insurer has defined as the base for determining insurance benefits paid from the primary insurance. Insurance benefits limit is the maximum amount of insurance benefits to be paid, and is equal to 50% of the Vehicle's acquisition price or CZK600,000, whichever is lower, unless stipulated in the Policy otherwise.

2. Crucial for determining the insurance benefits to be paid is in the locality and at the time usual acquisition price of a new vehicle of the same type and with the same accessories as the insured Vehicle, applicable at the time of the claim incidence. If such vehicle is not at the time of the claim incidence available on the market, decisive is the insured Vehicle's acquisition price.
3. In the event of the Beneficiary's death, insurance benefits will be paid directly to his/her legal heir, together with insurance benefits paid from the primary insurance.
4. If insurance benefits for total loss of the insured Vehicle are paid from Motor Third Party Liability Insurance of the party liable for the loss, and if based on these Insurance Terms and Conditions the entitlement to insurance benefits would be covered by the primary insurance, the Beneficiary can claim the difference between the Vehicle's acquisition price and the usual price in accordance with these DPPG 2006.

#### **Article 7**

##### **Special interpretation provisions**

**Primary insurance** is a Motor Casco Policy concluded with the Insurer, valid and effective throughout the entire time this insurance is in force, which covers

the Insured Vehicle against the risks specified in DPPA 2006.

**Acquisition price** is the price of the Vehicle stated in the relevant invoice / tax document or purchase contract concerning the Vehicle, plus accessories approved by the Vehicle's manufacturer. Acquisition price does not include any other accessories and add-ons, services or fees connected with acquiring the Vehicle.

**Total loss** is a loss suffered on the insured Vehicle and caused by destruction or theft of the insured Vehicle, provided it has not been found within 30 calendar days after the loss was reported to the police.

**New vehicle** is a newly factory-manufactured vehicle, for which the time passed after the date the Vehicle was first put to use in the Czech Republic has not exceeded 30 days, and which was purchased from the network of authorised dealers of the given factory make in the Czech Republic.

#### **Article 8**

##### **Miscellaneous provisions**

1. No no-claim bonus applies to Insurance established on the basis of these DPPG 2006.

#### **Article 9**

##### **Effectiveness**

1. These DPPG 2006 become effective on 18<sup>th</sup> October 2010.

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### **Supplementary Insurance Terms and Conditions for Motor Insurance DPPGF 2011 – "GAP Fleet"**

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#### **Article 1**

##### **Introductory provisions**

1. Insurance DPPGF 2011 – "GAP Fleet" (hereafter referred to only as "DPPGF 2011") is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as "VPPH 2006"), these DPPGF 2011, Supplementary Insurance Terms and Conditions for Motor Insurance DPPA 2006 – All Risk (hereafter referred to only as "DPPA 2006"), and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPGF 2011 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

#### **Article 2**

##### **Insurance risks**

1. Unless stipulated in the Policy otherwise, the insurance risk covered by this Insurance is a financial loss suffered as a result of a claim paid from the primary insurance as a total loss.

#### **Article 3**

##### **Insurance term, insurance start and end dates**

1. Unless stipulated hereafter otherwise, insurance term and insurance start end dates are determined by reasonably applying relevant provisions of VPPH 2006.
2. Unless stipulated in the Policy otherwise, the insurance term is identical with the insurance term of the primary insurance, however not longer than **60** calendar months.

#### **Article 4**

##### **Insured object**

1. The Insurance applies to a new vehicle identified in the Policy, its parts and accessories which constitute the vehicle's standard and mandatory outfitting (hereafter referred to only as "Vehicle"), identified in the primary insurance. Other accessories (hereafter referred to only as "Special Accessories") are covered by the insurance only if they are listed in the Policy.
2. An insured object can be a passenger car or a commercial vehicle of maximum permissible weight 3500 kg.
3. An insured object cannot be any of the following vehicles:
  - a vehicle transporting dangerous objects;

- a vehicle with the right of way;
- a vehicle used as taxi service;
- a rental vehicle;
- a racing car;
- a vehicle with allocated special permanent manipulation registration number, so called ZTMRZ;
- a driving school or driver training vehicle.

#### Article 5

##### Exclusions from Insurance

1. As insurance risks are for the purposes of these DPPGF 2011 not regarded activities and situations excluded from insurance in Article 6 of VPPH 2006.
2. Furthermore, Insurance established by these DPPGF 2011 does not apply to:
  - a) claims which give no rise to an entitlement for insurance benefits paid from the primary insurance;
  - b) an amount by which the Insurer has reduced insurance benefits due to the Policyholder's/Insured's failure to fulfil his/her contractual obligations;
  - c) costs which are covered by other insurance, or any other financial losses reimbursed from a different source, including VAT compensations;
  - d) accessories which were not installed in the Vehicle at the time the Policy was concluded;
  - e) accessories and Special Accessories fitted to the Vehicle after the Policy established according to these DPPGF 2011 has been concluded.

#### Article 6

##### Insurance benefits

1. Insurance benefits for Insurance variant **Type A** are determined as the difference between the acquisition price and the usual price which the Insurer has defined as the base for determining insurance benefits paid from the primary insurance. Decisive for determining insurance benefits to be paid is in the place and at the time usual

acquisition price of a new Vehicle of an identical type and accessories as the insured Vehicle at the time of the claim incident.

2. The insurance benefits limit is the upper limit of insurance benefits to be paid, which for **Type A** Insurance is:
  - a) 50% of the Vehicle acquisition price if the insurance term is up to 36 calendar months;
  - b) 70% of the vehicle acquisition price if the insurance term is from 37 to 60 calendar months.
3. Insurance benefits for Insurance variant **Type B** are determined as the difference between the book value and the usual price of the Vehicle, which the Insurer has defined as the base for determining insurance benefits paid from the primary insurance. Decisive for determining insurance benefits to be paid is in the place and at the time usual acquisition price of a new vehicle of an identical type and accessories as the insured Vehicle, and this at the time of the claim incident. If such vehicle is not sold at the time of the claim incident, decisive is the insured Vehicle's acquisition price.
4. Insurance benefits limit is the upper limit of insurance benefits to be paid, and for the **Type B** insurance variant is 50% of the Vehicle's book value.
5. Provided it is stipulated in the Policy, part of insurance benefits is also the financial loss due to the excess applicable for the primary insurance according to Article 9 of VPPH 2006.
6. If insurance benefits for the insured Vehicle's total loss are paid from third party liability insurance of the party liable for the loss, and based on these insurance terms and conditions the entitlement to insurance benefits would be covered by the primary insurance, the Beneficiary may claim entitlement to insurance benefits for the Vehicle in accordance with these DPPGF 2011.

#### Article 7

##### Special interpretation provisions

**Primary insurance** is a Motor Casco Policy concluded with the Insurer, valid and effective throughout the entire time this insurance is in force, which covers the insured Vehicle against the risks specified in DPPA 2006.

**Acquisition price** is the price of the Motor Vehicle stated in the relevant invoice / tax document or purchase contract concerning the Vehicle, plus accessories approved by the Vehicle's manufacturer. Acquisition price does not include any other accessories and add-ons, services or fees connected with acquiring the Vehicle.

**Book value** is a financial value of the Motor Vehicle specified in the owner's account books at the time of the claim incident. A book value does not include any other services or fees obtained for the Vehicle.

**Total loss** is a loss suffered on the insured Vehicle and caused by destruction or theft of the insured Vehicle, provided it has not been found within 30 calendar days after the date the loss was reported to the police.

**New vehicle** is a newly factory-manufactured vehicle, for which the time passed after the date the Vehicle was first put to use in the Czech Republic has not exceeded 30 days, and which was purchased from the network of authorised dealers of the given factory make in the Czech Republic.

**Vehicle destruction** is a state whereby the Vehicle ceased to physically exist. A decisive day on which the Vehicle ceased to physically exist is the day specified in a wreckage acceptance protocol issued by an operator of a facility collecting vehicle wreckages, in compliance with applicable legal regulations.

#### Article 8

##### Miscellaneous provisions

1. No no-claim bonus applies to insurance established on these DPPGF 2011.

#### Article 9

##### Effectiveness

1. These DPPGF 2011 become effective on 1<sup>st</sup> August 2011.

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## Supplementary Insurance Terms and Conditions for Motor Insurance DPPAK 2006 – Assistance "POHODA Klasik"

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#### Article 1 Introductory provisions

1. Insurance DPPAK 2006 – Assistance "POHODA Klasik" (hereafter referred

to only as "DPPAK 2006") is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and

Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as "VPPH 2006"), these



DPPAK 2006, and by relevant provisions of the Insurance Policy.

2. Insurance established on the basis of these DPPAK 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.
3. Included in the insurance established by these DPPAK 2006 are all vehicles for which **Motor Casco insurance** has been concluded with the Insurer by means of a Policy containing VPPH 2006, or **Motor Third Party Liability insurance** containing General Insurance Terms and Conditions POV 2006 (hereafter referred to only as "VPP POV 2006").
4. The Insurer provides Assistance Services through a contractual partner within the contractually defined territory of the Czech Republic and in the geographic territory of other countries of Europe, in which the Insurer or his contractual partner has entered into an agreement to provide Assistance Services to the Insurer's clients.
5. The Insurer renders these Assistance Services based on a telephonic request made by the Beneficiary by calling a telephone number provided for this purpose by the Insurer on a 24-hours-a-day basis. When signing the Policy, the Policyholder is given this telephone number in a suitable form. The Insurer has the right to change this number.
6. When changing this telephone number, the Insurer must inform the Policyholder accordingly and sufficiently in advance.
7. The Beneficiary must, after being rendered Assistance Services, confirm the rendering on the spot, check its correctness and provide his/her identification data in an invoice or other financial document concerning the rendering of the Assistance Services.

## Article 2

### Insurance risks, insurance cover

1. If a claim incident occurs within the specified territory caused by an accident of the vehicle covered by this insurance, the Beneficiary will be entitled to receive Assistance Services through an Insurer's contractual partner, and this as follows:
  - a) arranging and paying for a mechanic for up to **2 hours** of his work necessary to repair the damage caused by the accident, in order to render the insured vehicle quickly mobile; costs of any spare parts used in the repair are charged to the Beneficiary, whereby if the Insured makes a claim from his/her Motor Casco insurance due to the

accident, the costs of the spare parts will be reimbursed to him/her in accordance with the terms and conditions of this insurance, provided they are related to the vehicle's accident;

- b) arranging and paying for the immobilised vehicle to be towed away from the place of accident to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, however not more than **50 km**, unless in a concrete case the Insurer has agreed with the provider on a different distance, mainly in connection with settling a claim made from Motor Casco insurance, whereby towing the vehicle away means loading, moving and offloading the vehicle. As loading the vehicle is not regarded, especially when trucks and special vehicles are involved, their freeing, i.e. returning this vehicle back to the road;
- c) payment of insurance benefits, if repairing the vehicle damaged in an accident is either not viable or not possible, e.g. if repairing the vehicle would be uneconomical or impossible (total destruction, theft), and this to the following extent:
  - taking care of administrative tasks necessary for leaving the vehicle damaged or destroyed in the accident abroad, and paying relevant fees connected therewith of up to 5% of the usual price of the vehicle immediately prior to the accident;
- d) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **10 days** at the daily rate not exceeding the equivalent of **EUR20**;
- e) in the event of a vehicle third party liability case abroad, the Beneficiary is entitled to receive legal assistance rendered by an attorney and/or services of an interpreter if criminal or administrative proceedings have been instituted against him/her in relation to the third party liability. The Insurer pays the costs of legal assistance and interpreter services up to the equivalent of **EUR1000**;
- f) the Insurer will, if requested so by the Beneficiary, arrange at his own expense telephonic interpreting for the Beneficiary

when communicating with the police or with public service authorities relation to third party liability, provided such communication has been invoked by the incidence of the vehicle's accident or theft. The service provider arranges telephonic interpreting from Czech to English, German and French and vice versa, and by arrangement between the provider and the Beneficiary also to and from other languages; the rendering of this service is not preconditioned by the vehicle's immobility due to the accident;

- g) forwarding a message to a next-of-kin, i.e. to a person who should be notified when the Beneficiary has problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.

2. If a claim incident occurs within the contractually defined territory **outside of the Czech Republic** caused by a **theft** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:

- a) advisory services, whereby the provider will, at the Insurer's instruction, report the vehicle's theft to relevant authorities;
- b) furthermore, the provider will arrange for the Beneficiaries' accommodation costs for two nights to be paid, however up to the maximum of the equivalent of **EUR70** per person per night.

3. Decisions as to the purposefulness, possibilities, manner, reasonableness and extent of the assistant services rendered are made at the discretion of the Insurer or his contractual partner.

## Article 3

### Insurance term, insurance start and end dates, premium

1. The insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.

#### Article 4

##### Special exclusions from Insurance

1. The Insurer will not provide insurance benefits:
  - a) for services which were rendered without a consent of the Insurer or his contractual partner;
  - b) if the Beneficiary's entitlement to insurance benefits from Assistance Services has been ceded in full or part to a third party;
  - c) for services which were rendered without a legitimate reason;
  - d) for the cost of fuel and toll charges;
  - e) for damage to tyres (e.g. a damaged valve, separation of the tyre tread);
  - f) for losses caused by a flat battery;
  - g) for losses caused by an unapproved accessory or spare part whose technical suitability has not been approved by the relevant approval authority;
  - h) for losses caused by insufficient quantity of fuel or other work fills and fluids, or by using an incorrect type thereof;
  - i) for losses caused to the vehicle's locks or security devices and the costs of opening the vehicle after the vehicle's keys have been lost or stolen;
  - j) for losses caused deliberately by the Beneficiary as a consequence of his/her suicide or attempted suicide;
  - k) for losses caused by civil war or other armed conflict, terrorist attack, sabotage or assassination;

- l) for losses caused by the effects of radioactivity;
- m) for losses caused as a consequence of the consumption of alcohol, drugs or psychotropic substances;
- n) for losses caused by a defect, whereby for vehicles of maximum permissible weight 3500 kg a mechanical tyre puncture is not regarded as a defect;
- o) for services which were rendered in connection with manipulating the vehicle's freight (e.g. its offloading, trans-loading or storage).

#### Article 5

##### Miscellaneous provisions

1. When paying insurance benefits in a foreign currency, conversion to the Czech currency will be done using the exchange rates published by the Czech National Bank applicable on the day the Assistance Services were requested by the Beneficiary.
2. If the Insurer or his contractual partner pays insurance benefits specified in these DPPAK 2006 without a legitimate reason, the Policyholder must return to the Insurer the sum paid by the Insurer or his contractual partner for the rendered Assistance Services.
3. In the event of a claim incidence involving a towed vehicle, Assistance Services according to these DPPAK 2006 will be

rendered only if the towed vehicle is insured with Česká pojišťovna a.s.

#### Article 6

##### Special interpretation provisions

**Accident** for the purposes of these DPPAK 2006 also means a damage caused to the vehicle by acts of nature.

**Beneficiary** entitled to make use of these Assistance Services is any physical person travelling in the insured vehicle; the maximum number of Beneficiaries is equal to the number of seats specified in the insured vehicle's Vehicle Registration Certificate.

**Breakdown** is any mechanical, electrical or electronic defect as a consequence of which the vehicle has been immobilised (e.g. caused by the actual function of a part of the vehicle, material fatigue, flat battery, mechanical tyre puncture, or a broken or lost key).

To interpret other terminology, the interpretation provisions in VPPH 2006 will be applied in full.

#### Article 7

##### Effectiveness

1. These DPPAK 2006 become effective on 18<sup>th</sup> October 2010.

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### Supplementary Insurance Terms and Conditions for Motor Insurance DPPAS 2006 – Assistance “POHODA Special”

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#### Article 1

##### Introductory provisions

1. Insurance DPPAS 2006 – Assistance “POHODA Special” (hereafter referred to only as “DPPAS 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPAS 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPAS 2006 is a private non-valued insurance

against insurance risks specified in the Insurance Policy.

3. Included in the insurance established by these DPPAS 2006 are all vehicles insured by **Motor Casco insurance** with the Insurer by means of an Insurance Policy containing VPPH 2006, plus **Motor Third Party Liability insurance** by means of an Insurance Policy containing General Insurance Terms and Conditions POV 2006 (hereafter referred to only as “VPP POV 2006”). In other cases insurance based on these DPPAS 2006 can be obtained for a premium, unless stipulated in the Policy otherwise.

4. The Insurer provides Assistance Services through a contractual partner within the contractually defined territory of the Czech Republic and in the geographic territory of other countries of Europe, in which the Insurer or his contractual partner has entered into an agreement to provide Assistance Services to the Insurer's clients.

5. The Insurer renders these Assistance Services based on a telephonic request made by the Beneficiary by calling a telephone number provided for this purpose by the Insurer on a 24-hours-a-day basis. When signing the Policy, the Policyholder is given this telephone

number in a suitable form. The Insurer has the right to change this number.

6. When changing this telephone number, the Insurer must inform the Policyholder accordingly and sufficiently in advance.
7. The Beneficiary must, after being rendered Assistance Services, confirm the rendering on the spot, check its correctness and provide his/her identification data in an invoice or other financial document concerning the rendering of the Assistance Services.

## Article 2

### Insurance risks, insurance cover

1. If a claim incident occurs within the specified territory caused by a **breakdown** of the vehicle covered by this insurance, the Beneficiary will be entitled to receive Assistance Services through an Insurer's contractual partner, and this as follows:
  - a) arranging and paying for a mechanic for up to **2 hours** of his work necessary to repair the defect which caused the breakdown of the insured vehicle, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary;
  - b) arranging and paying for the immobilised vehicle to be towed away from the place of breakdown to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, however not more than **50 km**, unless the Insurer has agreed in a particular case otherwise;
  - c) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **10 days** at the daily rate not exceeding the equivalent of **EUR20**;
  - d) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.

2. If a claim incident takes place within the contractually defined territory caused by an **accident** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this as follows:

- a) arranging and paying for a mechanic for up to **2 hours** of his work necessary to repair the damage caused by the accident, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary, whereby if the Insured makes a claim from his/her Motor Casco insurance due to the accident, the costs of the spare parts will be reimbursed to him/her in accordance with the terms and conditions of this insurance, provided they are related to the vehicle's accident;
- b) arranging and paying for the immobilised vehicle to be towed away from the place of accident to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, however not more than **500 km**, unless the Insurer has agreed in a particular case with the provider on a different distance, mainly in connection with settling the claim made from Motor Casco insurance, whereby by towing the vehicle away is meant loading, moving and offloading the vehicle. As loading the vehicle is not regarded, especially when trucks and special vehicles are involved, their freeing, i.e. returning this vehicle back to the road;
- c) payment of insurance benefits, if repairing the vehicle damaged in the accident is either not viable or not possible, e.g. if repairing the vehicle would be uneconomical or impossible (total destruction, theft), and this to the following extent:
  - taking care of administrative tasks necessary for leaving the vehicle damaged or destroyed in the accident abroad, and paying relevant fees connected therewith of up to 5% of the usual price the vehicle had had immediately prior to the accident;
- d) furthermore, the Insurer pays abroad the costs of storing and

guarding the vehicle for up to **10 days** at the daily rate not exceeding the equivalent of **EUR20**;

- e) in the event of a vehicle third party liability case abroad, the Beneficiary is entitled to receive legal assistance rendered by an attorney and/or services of an interpreter if criminal or administrative proceedings have been instituted against him/her in relation with third party liability. The Insurer pays the costs of legal assistance and interpreter services up to the equivalent of **EUR1500**;
  - f) the Insurer will, at the Beneficiary's request, arrange at his own expense telephonic interpreting for the Beneficiary to communicate with the police or public service authorities, provided such communication has been invoked by the incidence of the vehicle's accident or theft. The Assistance Services provider arranges telephonic interpreting from Czech to English, German or French and vice versa, and by arrangement between the provider and the Beneficiary also to other languages; the rendering of this service is not preconditioned by the vehicle's immobility due to the accident;
  - g) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.
3. If a claim incident occurs within the contractually defined territory **outside of the Czech Republic** caused by a **theft** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:
    - a) advisory services, whereby the provider will, at the Insurer's instruction, report the vehicle's theft to relevant authorities;
    - b) furthermore, the provider will arrange for the Beneficiaries' accommodation costs for two

nights to be paid, however up to the maximum of the equivalent of **EUR100** per person per night.

4. Decisions as to the purposefulness, possibilities, manner, reasonableness and extent of the assistant services rendered are made at the discretion of the Insurer or his contractual partner.

#### **Article 3**

##### **Insurance term, insurance start and end dates, premium**

1. Insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.

#### **Article 4**

##### **Special exclusions from insurance**

1. The Insurer will not provide insurance benefits:
  - a) for services which were rendered without the consent of the Insurer or his contractual partner;
  - b) If the Beneficiary's entitlement to insurance benefits from Assistance Services has been ceded in full or part to a third party;
  - c) services which were rendered without a legitimate reason;
  - d) the cost of fuel and toll charges;

- e) losses caused by unapproved accessory or spare part whose technical suitability has not been approved by the relevant approval authority;
- f) damage which was caused deliberately by the Beneficiary as a consequence of his/her suicide or attempted suicide;
- g) losses caused by civil war or other armed conflict, terrorist attack, sabotage or assassination;
- h) losses caused by the effects of radioactivity;
- i) losses caused as a consequence of the consumption of alcohol, drugs or psychotropic substances;
- j) services which were rendered in connection with manipulating the vehicle's freight (e.g. its offloading, trans-loading or storage).

#### **Article 5**

##### **Miscellaneous provisions**

1. When paying insurance benefits in a foreign currency, conversion to the Czech currency will be done using the exchange rates of the Czech National Bank applicable on the day the Assistance Services were requested by the Beneficiary.
2. If the Insurer or his contractual partner provides insurance benefits specified in these DPPAS 2006 without a legitimate reason, the Policyholder must return to the Insurer the sum paid by the Insurer

or his contractual partner for the rendered Assistance Services.

3. If damaged in a claim incident has been a towed vehicle, Assistance Services according to these DPPAS 2006 will be rendered only if the towed vehicle is insured with Česká pojišťovna a.s.

#### **Article 6**

##### **Special interpretation provisions**

**Accident** for the purposes of these DPPAS 2006 means also damage caused to the vehicle by acts of nature.

**Beneficiary** entitled to make use of these Assistance Services means any physical person travelling in the insured vehicle; the maximum number of Beneficiaries is equal to the number of seats specified in the insured vehicle's Vehicle Registration Certificate.

**Breakdown** means any mechanical, electrical or electronic defect as the consequence of which the vehicle has been immobilised (e.g. caused by the actual function of a part of the vehicle, material fatigue, flat battery, mechanical tyre puncture, or a broken or lost key).

For interpreting other terminology, the interpretation provisions contained in VPPH 2006 apply in full.

#### **Article 7**

##### **Effectiveness**

1. These DPPAS 2006 become effective on 18<sup>th</sup> October 2010.

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## **Supplementary Insurance Terms and Conditions for Motor Insurance DPPAO 2006 – Assistance “POHODA SOS”**

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#### **Article 1**

##### **Introductory provisions**

1. Insurance DPPAO 2006 – Assistance “POHODA SOS” (hereafter referred to only as “DPPAO 2006”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPAO 2006, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPAO 2006 is a private non-valued insurance against insurance risks specified in the Insurance Policy.

3. The Insurer provides Assistance Services through a contractual partner within the contractually defined territory of the Czech Republic and in the geographic territory of other countries of Europe, in which the Insurer and his contractual partner have entered into an agreement to provide Assistance Services to the Insurer's clients.
4. The Insurer renders these Assistance Services based on a telephonic request made by the Beneficiary by calling a telephone number provided for this purpose by the Insurer on a 24-hours-a-day basis. When signing the Policy, the Policyholder is given this telephone number in a suitable form. The

Insurer has the right to change this number.

5. When changing this telephone number, the Insurer must inform the Policyholder accordingly and sufficiently in advance.
6. The Beneficiary must, after being rendered Assistance Services, confirm the rendering on the spot, check its correctness and provide his/her identification data in an invoice or other financial document concerning the rendering of the Assistance Services.

#### **Article 2**

##### **Insurance risk, insurance cover**

1. If a claim incident occurs within the specified territory caused by a **breakdown** of the vehicle covered by this insurance, the Beneficiary



will be entitled to receive Assistance Services through an Insurer's contractual partner, and this as follows:

- a) arranging and paying for a mechanic for up to **3 hours** of his work necessary to repair the defect which caused the breakdown of the insured vehicle, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary;
  - b) arranging and paying for the immobilised vehicle to be towed away from the place of breakdown to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, however not more than **100 km**, unless the Insurer has agreed in a particular case otherwise;
  - c) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **20 days** at the daily rate not exceeding the equivalent of **EUR20**;
  - d) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.
2. If a claim incident occurs within the contractually defined territory caused by an **accident** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:
- a) arranging and paying for a mechanic for up to **3 hours** of his work necessary to repair the damage caused by the accident, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary, whereby if the Insured makes a claim from his/her Motor Casco insurance due to the accident, the costs of the spare parts will be reimbursed to him/her in accordance with the terms and conditions of this insurance, provided they are related to the vehicle's accident;
  - b) arranging and paying for freeing the vehicle from the place of accident and putting it back on the road;
  - c) arranging and paying for the immobilised vehicle to be towed away from the place of accident to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, unless the Insurer has agreed in a particular case otherwise, mainly in connection with settling the claim made from Motor Casco insurance;
  - d) payment of insurance benefits, if repairing the vehicle damaged in the accident is either not viable or not possible, e.g. if repairing the vehicle would be uneconomical or impossible (total destruction, theft), and this to the following extent:
    - taking care of administrative tasks necessary for leaving the vehicle damaged or destroyed in the accident abroad, and paying relevant fees connected therewith of up to 5% of the usual price of the vehicle immediately prior to the accident;
  - e) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **20 days** at the daily rate not exceeding the equivalent of **EUR20**;
  - f) in the event of a vehicle third party liability case abroad, the Beneficiary is entitled to receive legal assistance rendered by an attorney and/or services of an interpreter if criminal or administrative proceedings have been instituted against him/her in relation with third party liability. The Insurer pays the costs of legal assistance and interpreter services up to the equivalent of **EUR2000**;
  - g) the Insurer will, at the Beneficiary's request, arrange at his own expense telephonic interpreting for the Beneficiary to communicate with the police or public service authorities, provided such communication has been invoked by the incidence of the vehicle's accident or theft. The provider arranges telephonic interpreting from Czech to English, German or French and vice versa, and by arrangement between the provider and the Beneficiary also to other languages; the rendering of this service is not

- preconditioned by the vehicle's immobility due to the accident;
- h) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.

3. If a claim incident takes place within the contractually defined territory **outside of the Czech Republic** caused by a **theft** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:

- a) advisory services, whereby the provider will, at the Insurer's instruction, report the vehicle's theft to relevant authorities;
- b) furthermore, the provider will arrange for the Beneficiaries' accommodation costs for two nights to be paid, however up to the maximum of the equivalent of **EUR100** per person per night

4. Decisions as to the purposefulness, manner, reasonableness and extent of the assistant services rendered are made at the discretion of the Insurer or his contractual partner.

### Article 3

#### Insurance term, insurance start and end dates, premium

1. The insurance term, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.

### Article 4

#### Special exclusions from insurance

1. The Insurer will not provide insurance benefits:
- a) for services which were rendered without the consent of the Insurer or his contractual partner;
  - b) if the entitlement of the Beneficiary to insurance benefits from Assistance Services has been ceded in full or in part to a third party;
  - c) for services which were rendered without a legitimate reason;
  - d) for the costs of fuel and toll charges;
  - e) for losses caused by unapproved accessory or spare part whose

- technical suitability has not been approved by the relevant approval authority;
- f) for damage which was caused deliberately by the Beneficiary as a consequence of his/her suicide or attempted suicide;
  - g) for losses caused by civil war or other armed conflict, terrorist attack, sabotage or assassination;
  - h) for losses caused by the effects of radioactivity;
  - i) for losses caused as a consequence of the consumption of alcohol, drugs or psychotropic substances;
  - j) for services which were rendered in connection with manipulating the vehicle's freight (e.g. its offloading, trans-loading or storage).

**Article 5**  
**Miscellaneous provisions**

1. When paying insurance benefits in a foreign currency, conversion to the Czech currency will be done using the exchange rates of the Czech National Bank applicable on the day the Assistance Services were requested by the Beneficiary.
2. If the Insurer or his contractual partner provides insurance benefits specified in these DPPAO 2006 without a legitimate reason, the Policyholder must return to the Insurer the sum paid by the Insurer or his contractual partner for the rendered Assistance Services.
3. If damaged in a claim incident has been a towed vehicle, Assistance Services according to these DPPAO 2006 will be rendered only if the towed vehicle is insured with Česká pojišťovna a.s.

**Article 6**  
**Special interpretation provisions**

**Accident** means for the purposes of these DPPAO 2006 also damage caused to the vehicle by acts of nature.

**Beneficiary** entitled to make use of the Assistance Services means any physical person travelling in the insured vehicle; the maximum number of Beneficiaries is equal to the number of seats specified in the insured vehicle's Vehicle Registration Certificate.

**Breakdown** means any mechanical, electrical or electronic defect as the consequence of which the vehicle has been immobilised (e.g. caused by the actual function of a part of the vehicle, material fatigue, flat battery, mechanical tyre puncture, or a broken or lost key).

For interpreting other terminology, the interpretation provisions contained in VPPH 2006 apply in full.

**Article 7**  
**Effectiveness**

1. These DPPAO 2006 become effective on 18<sup>th</sup> October 2010.

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**Supplementary Insurance Terms and Conditions**  
**for Motor Insurance DPPAP 2011 – Assistance “POHODA SOS PLUS”**

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**Article 1**  
**Introductory provisions**

1. Insurance DPPAP 2011 – Assistance “POHODA SOS PLUS” (hereafter referred to only as “DPPAP 2011”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Motor Vehicles and Transported Objects VPPH 2006 (hereafter referred to only as “VPPH 2006”), these DPPAP 2011, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPAP 2011 is a private non-valued insurance against insurance risks specified in the Insurance Policy.
3. The Insurer provides Assistance Services through a contractual partner within the contractually defined territory of the Czech Republic and in the geographic territory of other countries of Europe, in which the Insurer and his contractual partner have entered into an agreement to provide Assistance Services to Insurer's clients.
4. The Insurer renders these Assistance Services based on a telephonic request made by the

Beneficiary by calling a telephone number provided for this purpose by the Insurer on a 24-hours-a-day basis. When concluding the Policy, the Policyholder is given this telephone number in a suitable form. The Insurer has the right to change this number.

5. When changing this telephone number, the Insurer must inform the Policyholder accordingly and sufficiently in advance.
6. The Beneficiary must, after being rendered Assistance Services, confirm the rendering on the spot, check its correctness and provide his/her identification data in an invoice or other financial document concerning the rendering of the Assistance Services or an ordered tow-away.
7. Insurance “POHODA Hassle-free – Fleets” which is part of these DPPAP 2011, applies to motor insurance in which the insured object is only the vehicle – type passenger car of a commercial vehicle up to 3500 kg.

**Article 2**  
**Insurance risks, insurance cover,**  
**claim incident**

**Section I**

**Assistance Services**

1. If a claim incident occurs within the specified territory caused by a **breakdown** of the vehicle covered by this insurance, the Beneficiary will be entitled to receive Assistance Services through an Insurer's contractual partner, and this as follows:
  - a) arranging and paying for a mechanic for up to **4 hours** of his work necessary to repair the defect of the insured vehicle which caused the breakdown of the insured vehicle, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary;
  - b) arranging and paying for the immobilised vehicle to be towed away from the place of breakdown to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, however not more than **150 km**, unless the Insurer has agreed in a particular case otherwise;
  - c) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **25 days** at the daily rate not

exceeding the equivalent of **EUR25**;

- d) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered;
  - e) in addition to the benefits stipulated under letters b) and c), the Insurer pays the costs of an ordered tow-away of up to **EUR10,000**.
2. If a claim incident occurs within the contractually defined territory caused by an **accident** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:
- a) arranging and paying for a mechanic for up to **4 hours** of his work necessary to repair the damage caused by the accident, in order to render the insured vehicle quickly mobile; costs of any spare parts used are charged to the Beneficiary, whereby if the Insured makes a claim from his/her Motor Casco insurance due to the accident, the costs of the spare parts will be reimbursed to him/her in accordance with the terms and conditions of this insurance, provided they are related to the vehicle's accident;
  - b) arranging and paying for freeing the vehicle from the place of accident and putting it back on the road;
  - c) arranging and paying for the immobilised vehicle to be towed away from the place of accident to the nearest contracted or authorised repair workshop in which the vehicle can be repaired, unless the Insurer has agreed in a particular case otherwise, mainly in connection with settling the claim made from Motor Casco insurance, whereby by towing the vehicle away is meant loading, transporting and off-loading the vehicle;
  - d) paying insurance benefits, if repairing the vehicle damaged in the accident is either not viable or not possible, e.g. if repairing

the vehicle would be uneconomical or impossible (total destruction, theft), by taking care of administrative tasks necessary for leaving the vehicle damaged or destroyed in the accident abroad, and paying relevant fees connected therewith of up to 5% of the usual price of the vehicle immediately prior to the accident;

- e) furthermore, the Insurer pays abroad the costs of storing and guarding the vehicle for up to **25 days** at the daily rate not exceeding the equivalent of **EUR25**;
- f) in the event of a vehicle third party liability case abroad, the Beneficiary is entitled to receive legal assistance rendered by an attorney and/or services of an interpreter if criminal or administrative proceedings have been instituted against him/her in relation with third party liability. The Insurer pays the costs of legal assistance and interpreter services up to the equivalent of **EUR2500**;
- g) the Insurer will, at the Beneficiary's request, arrange at his own expense telephonic interpreting for the Beneficiary to communicate with the police or public service authorities, provided such communication has been invoked by the incidence of the vehicle's accident or theft. The provider arranges telephonic interpreting from Czech to English, German or French and vice versa, and by arrangement between the provider and the Beneficiary also to other languages; the rendering of this service is not preconditioned by the vehicle's immobility due to the accident;
- h) forwarding a message to a next-of-kin, i.e. a person who should be notified when the Beneficiaries have problems. Neither the Insurer nor his contractual partner is liable for any losses caused by the impossibility to deliver the message; this notwithstanding, the Insurer or his contractual partner must notify the Beneficiary accordingly if the message could not be delivered.

- i) in addition to the benefits stipulated under letters b) and c), the Insurer pays the costs of an ordered tow-away up to the equivalent of **EUR10,000**.

3. If a claim incident takes place within the contractually defined territory **outside of the Czech Republic** caused by a **theft** of the vehicle insured by this insurance, the Beneficiary will be entitled to receive Assistance Services rendered through an Insurer's contractual partner, and this of the following extent:
- a) advisory services, whereby the provider will, at the Insurer's instruction, report the vehicle's theft to relevant authorities;
  - b) furthermore, the provider will arrange for the Beneficiaries' accommodation costs for two nights to be paid, however up to the maximum of the equivalent of **EUR100** per person per night
4. Decisions as to the purposefulness, possibilities, manner, reasonableness and extent of the assistant services rendered are made at the discretion of the Insurer or his contractual partner.

## Section II

### "POHODA Hassle-free – Fleets"

#### A. Renting a vehicle

1. The Beneficiary defined in Article 9 is entitled to be reimbursed for necessary and purposefully incurred costs of renting a replacement vehicle from an Insurer's contracted car rental or service, and in case of commercial vehicles up to 3500 kg for necessary and purposefully incurred costs up to by the Insurer accepted limit rates for renting a replacement vehicle:
- a) if a vehicle involved in a traffic accident which occurred within the Czech Republic as defined in Article 9 is damaged to a degree which makes it impossible to drive the vehicle on public roads due to its inability to move under its own power. If the vehicle has been damaged in the accident to a degree that it does not comply with binding legal regulations which set forth the requirements on technical road worthiness of the vehicle, the decision concerning the rental of a replacement vehicle is in the Insurer's discretion;
  - b) if the insured vehicle is being repaired in an Insurer's contracted service workshop or in the event of a total loss.

2. Provided the conditions detailed in paragraph 1, letters a) and b) are satisfied, the Beneficiary:
  - a) who is not liable for the loss (not even partially liable) is entitled to rent a replacement vehicle of the same or lower class as the insured vehicle for the time the insured vehicle of a repairable state is being repaired, and in the event that the insured vehicle is a total loss, for the time necessary to buy a new corresponding vehicle, however for not longer than 30 days after the accident;
  - b) who is liable for the loss (even if only partially liable), is entitled to rent a replacement vehicle at the most of a lower middle class for a maximum of **72 hours**, provided the Insurer receives a notification about the traffic accident within 24 hours after its occurrence.
3. The Insurer provides a guarantee to the contracted car rental for any Beneficiary's unpaid liabilities from the car rental contract of up to CZK15,000. If the car rental uses this guarantee, the Insurer will have the right to demand the amount from the Beneficiary in accordance with Article 550 of the Civil Code in its current version.

#### **B. Insurance of arranging vehicle claim settlement**

1. If the **insured vehicle is damaged** within the Czech Republic by **another vehicle** under circumstances other than those excluded in Article 2, point B, paragraph 1 hereof, and provided other conditions stipulated in the Insurance Policy are met, the Insurer will pay **insurance benefits equal to the real loss suffered on the vehicle**, determined according to the degree of participation in the claim incident.
2. A prerequisite for entitlement to insurance benefits is that the vehicle's driver has duly fulfilled all his/her obligations set forth by generally binding legal regulations in the event of a traffic accident.

#### **Article 3 Exclusions from insurance**

##### **A. Special exclusions from insurance defined in Article 2 of Section I**

1. The Insurer will not provide insurance benefits:
  - a) for services which were rendered without the consent of the Insurer or his contractual partner;

- b) if the entitlement of the Beneficiary to insurance benefits from Assistance Services has been ceded in full or part to a third party;
- c) for the costs of fuel and toll charges;
- d) for losses caused by unapproved accessory or spare part whose technical suitability has not been approved by the relevant approval authority;
- e) for a loss which was caused deliberately by the Beneficiary as a consequence of his/her suicide or attempted suicide;
- f) for losses caused by civil war or other armed conflict, terrorist attack, sabotage or assassination;
- g) for losses caused by the effects of radioactivity;
- h) for losses caused as a consequence of the consumption of alcohol, drugs or psychotropic substances;
- i) for services which were rendered in connection with manipulating the vehicle's freight (e.g. its offloading, trans-loading or storage).

##### **B. Special exclusions from insurance defined in Article 2 of Section II**

1. The Insurer will not pay insurance benefits for a loss on the vehicle the cause of which was:
  - a) a collision with an unidentified vehicle;
  - b) a collision between vehicles of vehicle sets comprising a motor vehicle and a trailer (trailers), or losses on objects transported by these vehicles;
  - c) a collision with another vehicle caused by the Beneficiary's spouse or a person living with the Beneficiary in the same household;
  - d) a collision with another vehicle of the same operator;
  - e) races of any kind, competitions including a speed stage, or practice drives for them.

#### **Article 4 Insurance term, insurance start and end date, premium**

Insurance term and insurance start and end date are determined according to applicable provisions of VPPH 2006 and relevant contractual provisions.

#### **Article 5 Insurance benefits**

1. In the event of a claim incident the Beneficiary is entitled to receive insurance benefits.

2. The Insurer will pay insurance benefits according to Article 2, Section II in local currency within 15 days from the day on which an investigation necessary to establish the extent of the Insurer's liability to pay was concluded, unless the Insurer and the Beneficiary agree on benefits provided in kind (repairing or replacing the object) or on a payment in a foreign currency.
3. Remnants of damaged or destroyed objects remain the property of the Insured (vehicle owner).
4. If the Beneficiary is a value added tax ("VAT") payer and is by law entitled to deduct the applicable VAT rate, the Insurer will pay the Beneficiary insurance benefits without value added tax.
5. The Insurer may refuse to pay insurance benefits or to reduce the payment, if:
  - a) the cause of the claim incident was a fact which the Insurer could learn about only after the incident has occurred, and which he could not learn about when concluding the Policy or amending the Policy, due to deliberately or negligently untruthful or incomplete answers to Insurer's written questions, and if, having known these facts at the time the Policy was issued, the Insurer would not have issued the Policy at all or issued it under different conditions, or
  - b) the Policyholder, the Insured or the Beneficiary, or a person acting at their initiative or on their behalf, provided when claiming insurance benefits, albeit by negligence, untruthful or grossly distorted information concerning the extent of the claim, or failed to disclose important information concerning this claim;
  - c) the vehicle identification data and the vehicle manufacturer's specification do not match the data in the Policy (e.g. different type of engine, colour of the body, year of manufacture, the side on which the steering wheel is situated, etc.);
  - d) the obligations set forth in Article 6, paragraph 1 have been breached.
6. If the Insurer learns about the actualities stated in paragraph 5, letters a) through to d) only after having already paid insurance benefits, the Insurer will be entitled to have the insurance benefits returned.

#### **Article 6**



### **Policyholder's, Insured's and Beneficiary's obligations**

1. The Policyholder, the Insured and the Beneficiary must abide by applicable legal regulations concerning the prevention of losses and reducing their extent, especially by:
  - a) behaving in such a way as to prevent claim incidents from occurring, particularly by avoiding breaches of those obligations which are aimed at preventing, averting or alleviating the dangers of a claim incident;
  - b) in the event of a looming danger of a loss, take actions commensurate to the degree of the danger.
  - c) allow the Insurer or a person authorised by the Insurer to inspect the insured vehicle;
  - d) if a claim incident has already occurred, must not change the status quo resulting from the claim incident (except in cases when it is necessary in order to prevent the loss from aggravating), must wait with repairing the object damaged or destroyed in the claim incident or with removing its remnants for the Insurer's instructions, until the Insurer or a person authorised by the Insurer has conducted an inspection, however not more than 5 days after having reported the claim. This obligation does not apply to cases when for safety, hygiene or other legitimate reasons it is necessary to start with the repairs or removal of the remnants sooner. In such case the Beneficiary must demonstrate the existence of such reasons and keep all damaged objects or parts thereof until the Insurer or by him authorised person has conducted an inspection, however not for longer than 30 days after having reported the claim and, if possible, document the claim incident by other means, e.g. by taking photographs.
  - e) If a suspicion exists that a criminal offence or infringement has been committed or attempted in connection with the claim incident, notify without undue delay the police or other authority competent to receive such notifications. This does not apply to cases when criminal proceedings are subject to

Policyholder's or Insured's consent;

- f) notify the Insurer without undue delay if criminal proceedings have been instituted, and keep the Insurer informed about their progress and outcome;
- g) secure rights against a third party which transfer to the Insurer, especially the claimant's right to insurance benefits according to Article 9, paragraph 1 of Act No. 168/1999, the Motor Third Party Liability Insurance Act, concerning the vehicle which damaged the insured vehicle, to indemnity for damages, to recourse and to settlement or other such rights;
- h) present to the Insurer as part of the claim investigation among other documents also legally enforceable ruling by the Czech Republic Police or other competent administration authority concerning the outcome of the traffic accident investigation, or an original traffic accident protocol drawn up by the participants at the place of accident, which shows unequivocally that an operator of a different than the insured vehicle is liable for the insured vehicle loss.

### **Article 7**

#### **Insurer's rights and obligations**

1. The Insurer has, besides the obligations set forth by applicable legal regulations and the Insurance Policy, the following obligations:
  - a) To carry out necessary investigation concerning the claim settlement;
  - b) At the Policyholder's, the Insured's or the Beneficiary's request return documents made available by them, provided these are originals and the Insurer does not need them anymore.
2. The Insurer has the right to verify the truthfulness and completeness of the data used to identify the Policyholder, the Insured and, if applicable, other Beneficiaries, as well as the truthfulness of the data concerning the Insured.

### **Article 8**

#### **Miscellaneous provisions**

#### **A. Miscellaneous provisions for insurance defined in Article 2 of Section I**

1. When paying insurance benefits in a foreign currency, conversion to the Czech currency will be done using the exchange rates published by the Czech National Bank applicable on the day the Assistance Services were requested by the Beneficiary.
2. If the Insurer (or his contractual partner) pays insurance benefits specified in these DPPAP 2011 without a legitimate reason, the Policyholder must return to the Insurer the sum paid by the Insurer or his contractual partner for the rendered Assistance Services.
3. If the claim incident involves a towed vehicle, Assistance Services according to these DPPAP 2011 will be rendered only if the towed vehicle has a Motor Casco and/or Motor Third Party Liability insurance with Česká pojišťovna a.s.

#### **B. Miscellaneous provisions for insurance defined in Article 2 of Section II**

The Beneficiary may cede the entitlement to insurance benefits from these Supplementary Insurance Terms and Conditions only with a written permission of the Insurer.

### **Article 9**

#### **Special interpretation provisions**

**Traffic accident** is an event in road traffic, for example a crash or a collision, which occurred or commenced on a public road and in which the vehicle identified in the Insurance Policy has been damaged.

**Crash** for the purposes of these DPPAP 2011 means, in addition to the definition of Crash in VPPH 2006, a vehicle damage caused by an act of nature.

**Limiting rates for renting a replacement vehicle** are shown on the Insurer's website. Information concerning these rates can be also obtained by calling Česká pojišťovna's Infoline at 841 114 114.

**Ordered tow-away** is a tow-away after an accident or a breakdown of the insured vehicle, ordered by a state enforcement authority in whose territory the Assistance Services are rendered. A prerequisite for reimbursement of costs connected with an ordered tow-away is:

- a) the insured vehicle has broken down or had a crash;
- b) the Insured or the Beneficiary has requested Assistance Services in accordance with the provisions of Article 1, paragraph 4 hereof, but these could not be rendered,

because of the decision of a state enforcement authority;

- c) the Insured has presented to the Insurer the decision of the state enforcement authority by which the insured vehicle was ordered to be towed away.

**Inability to abide by generally binding legal regulations** is a situation whereby driving the insured vehicle would constitute a violation of applicable legal regulations.

**Beneficiary** is, for the purposes of using these Assistance Services, any physical person travelling in the insured vehicle. The maximum number of Beneficiaries is equal to the number of seats specified in the insured vehicle's Vehicle Registration Certificate.

**Beneficiary** is, for the purposes of using the Assistance Service of renting a replacement vehicle, the insured vehicle's driver. If the insured vehicle's driver is not able to make use of this service, the Beneficiary is the insured vehicle's owner.

**Beneficiary** is, for the purposes of using the Assistance Service of settling a loss related to a traffic accident, exclusively the insured vehicle's owner.

**State enforcement authority** is, for the purposes of using these Assistance Services, also a private entity

exclusively authorised by a state enforcement authority (e.g. a road administration and maintenance board) to perform certain activities on a certain type of public roads in relation to ordering immobile vehicles to be towed away.

**Partial loss** is a loss suffered on the insured vehicle whereby reasonable repair costs less the usual price of any remnants of replaced parts of the damaged vehicle, are less than 100% of the usual price which the vehicle had had immediately prior to the claim incident.

**Insurer** is, for the purposes of these DPPAP 2011, Česká pojišťovna a.s.

**Breakdown** is any mechanical, electrical or electronic fault the consequence of which is the insured vehicle's immobility (e.g. caused by the vehicle's own functions, material fatigue, flat battery, mechanical puncture of tyres, broken or lost key, etc.).

**Real loss** is a loss suffered due to the diminishment of the claimant's assets as a consequence of a loss incident and in causal relationship thereto. It is a value of assets necessary to reverse the situation into its original state, or to balance the consequences emanating from the fact that the situation has not

been reversed to the original state (irrespective of whether by financial or other forms of benefits). When determining the real loss, the Insurer proceeds in accordance with the Civil Code, Expert Standard No. 1/2005 issued by the Institute of Judicial Engineering of the Technical University in Brno.

**Contracted car rental** is a car rental facility which has entered with the Insurer into an agreement on collaboration.

**Contracted service** is a service facility (repair workshop) which has entered with the Insurer into an agreement on collaboration.

**Total loss** is a destruction or damage of the Vehicle, whereby reasonable costs incurred in repairing the Vehicle, less usual price of any remnants of replaced parts of the damaged Vehicle, are equal to greater than 100% of the usual price which the insured Vehicle had had immediately prior to the claim incident. For interpretation of other terminology, the interpretation provisions of VPPH 2006 shall apply.

#### **Article 10 Effectiveness**

These DPPAP 2011 become effective on 8<sup>th</sup> October 2011.

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### **Supplementary Insurance Terms and Conditions for Motor Insurance DPPE 2010 – Assistance “POHODA Hassle-free”**

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#### **Article 1**

##### **Introductory provisions**

1. Insurance DPPE 2010 – Assistance “POHODA Hassle-free” (hereafter referred to only as “DPPE 2010”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Motor Third Party Liability Insurance VPP POV 2006, these DPPE 2010, and by relevant provisions of the Insurance Policy.
2. Insurance established on the basis of these DPPE 2010 is a private non-valued insurance against insurance risks specified in the Insurance Policy. The insurance applies to **individually concluded vehicle insurance** as defined in Article 9 hereof.

#### **Article 2**

##### **Insurance term, insurance start and end dates**

The insurance term coincides with the insurance term of the Motor Third Party Liability Insurance. When the Motor

Third Party Liability Insurance lapses, so does the DPPE 2011 insurance.

#### **Article 3**

##### **Insurance risks, claim incident**

##### **Section I Vehicle tow-away**

If a **traffic accident** of the vehicle specified in the Insurance Policy (hereafter referred to only as “Vehicle”) happens within the territory of the Czech Republic or within the geographic territory of Europe and Turkey, with the exclusion of Belarus, Moldavia, Russia and Ukraine, the Insurer will arrange that an Insurer's contracted Assistance Services partner tows away an immobile Vehicle from the place of traffic accident to the nearest contracted service workshop where the Vehicle can be repaired, however not more than 500 km.

##### **Section II Vehicle rental**

1. The Beneficiary defined in Article 9 is entitled to a reimbursement of

necessary and purposefully incurred expenses for renting a replacement vehicle from an Insurer's contracted car rental or contracted service workshop:

- a) If in a **traffic accident** defined in Article 9 which has taken place within the territory of the Czech Republic the Vehicle is damaged to such a degree that it cannot be driven on public roads due to the inability to move under its own power. If the Vehicle has been damaged in the accident to a degree that driving it would be in breach of binding legal regulations which set forth the requirements on technical road worthiness of vehicles, the decision concerning the rental of a replacement vehicle is in the Insurer's discretion;
- b) if the insured Vehicle is being repaired in an Insurer's contracted service workshop or if the Vehicle is a total loss.

2. Provided the conditions detailed in paragraph 1, letters a) and b) are satisfied, the Beneficiary:
  - a) who is not liable for the loss (not even partially liable) is entitled to rent a replacement vehicle of the same or lower class as the insured Vehicle for the time the reparable insured Vehicle is being repaired, and in the event that the insured Vehicle is a total loss, for the time necessary to buy a new corresponding vehicle, however for not longer than 30 days after the accident;
  - b) who is liable for the loss (even if only partially liable), is entitled to rent a replacement vehicle at the most of a lower middle class for a maximum of **72 hours**, provided the Insurer receives a notification about the traffic accident within 24 hours after its occurrence.
3. The Insurer provides a guarantee to the contracted car rental for the Beneficiary's liabilities from the car rental contract of up to CZK15,000. If the guarantee is used, the Insurer will have the right to demand the amount from the Beneficiary in accordance with Article 550 of the Civil Code in its current version.

### Section III

#### Insurance of arranging vehicle claim settlement

1. If the **insured vehicle is damaged** within the Czech Republic by **another vehicle** under circumstances other than those excluded in Article 2, point B, paragraph 1 hereof, and provided other conditions stipulated in the Insurance Policy are met, the Insurer will pay **insurance benefits equal to the real loss suffered on the vehicle**, determined according to the degree of participation in the claim incident.
2. If the Policy includes the policy rider "POHODA without depreciation", and if the Vehicle is in the Czech Republic damaged by another vehicle under circumstance other than those excluded in Article 4, paragraph 1, the Insurer will be, provided other conditions set forth by the Policy and the conditions set forth in paragraph 3 of this Section are met, liable, in addition to the benefits provided according to paragraph 1 of this Section, **to pay**:
  - a) in the event of a partial loss, insurance benefits of up to the amount corresponding to reasonable costs of repairing the Vehicle, less usual value of any

remnants of replaced parts of the damaged Vehicle;

- b) in the event of a total loss, insurance benefits of up to the usual value, less the usual value of any Vehicle remnants.
3. The Insurer is liable to provide insurance benefits in the amount specified in paragraph 2 only if:
  - a) the Vehicle repair (with the exception of a total loss), tow-away and rental of a replacement vehicle where applicable, were done/provided by an Insurer's contracted partner, and an entitlement for their reimbursement is claimed exclusively from the Insurer;
  - b) the Beneficiary has no degree of liability in the claim incident.

### Article 4

#### General exclusions from insurance

1. The insurance does not cover the following cases:
  - a) when the Vehicle was driven by a person without the required licence or at the time when the licence had been suspended, or at the time driving such vehicle was forbidden;
  - b) when the Vehicle was driven by a person under the influence of alcohol, drugs or narcotic and habit-forming substances, if applicable safe and smooth traffic regulations forbid driving under the influence of these substances, or driving under the influence of these substances above the limit permitted by the applicable safe and smooth traffic regulations;
  - c) when the Vehicle was driven by a person who refused, after being asked to do so by a police officer, to undergo a test for the presence of alcohol, narcotic or psychotropic substances, or substances the use of which is linked with a prohibition to drive motor vehicles;
  - d) when the Vehicle was driven by a person who after a traffic accident did not refrain from consuming alcoholic beverages or other habit-forming substances before undergoing a breathalyser or blood test.
  - e) when the Vehicle was driven under the influence of a medical drug linked to which is a prohibition to drive motor vehicles, and this for the time this prohibition applies to; this applies analogically also to medical treatment after which it is too, prohibited to drive motor

vehicles, or after which the person who received the medication is temporary unfit (physically or mentally) to drive motor vehicles, or when the Vehicle was driven by a person who at that moment was not physically fit to drive motor vehicles (e.g. due to an injury);

- f) when the Vehicle was driven by a person who, without a legitimate reason, failed to meet the obligations set forth by the provisions of Article 47 of Act No. 361/2000, the Public Road Traffic Act, to draw up without an undue delay a joint traffic accident statement, or report the accident forthwith to the Czech Republic Police and remain at the place of the traffic accident until an arrival of a police officer;
- g) when the Vehicle was driven to commit criminal activities by the Policyholder, the Insured or the Beneficiary, including persons living with them in the same household or dependant on them for their livelihood, or by any other person at the instigation of these persons;
- h) a collision of the Vehicle with an unidentified vehicle;
- i) a collision between vehicles of road vehicle sets consisting of a motor and a towed vehicle, including losses on objects transported by these vehicles;
- j) when manipulating a load of a stationary vehicle;
- k) a collision of the Vehicle with another vehicle caused by the Beneficiary's spouse or by a person living with the Beneficiary in a common household;
- l) a collision with other vehicle of the same operator;
- m) races of any kind and competitions containing speed stages, as well as practice drives for them.
2. The exclusions defined in the previous paragraph under letters a) to f) do not apply if the Vehicle was damaged during the time after it was stolen until its recovery.

### Article 5

#### Insurance benefits

1. In the event of a claim incident the Beneficiary is entitled to receive insurance benefits.
2. The Insurer will pay insurance benefits according to Article 2 of Section II in local currency within 15 days after the day on which investigation necessary to establish the extent of the Insurer's liability to

pay was concluded, unless the Insurer and the Beneficiary agree on benefits provided in kind (repairing or replacing the object), or on payment in a foreign currency.

3. All remnants of damaged or destroyed objects remain the property of the Insured (the Vehicle's owner).
4. If the Beneficiary is a value added tax ("VAT") payer and is by law entitled to deduct the VAT at the applicable rate, the Insurer will pay the Beneficiary insurance benefits without value added tax.
5. The Insurer may refuse to pay insurance benefits or to reduce the payment, if:
  - a) the cause of the claim incident was a fact which the Insurer could find out about only after the incident had happened, and which he could not find out about when issuing the Policy or amending the Policy, as a consequence of deliberately or negligently untruthful or incomplete answers to the Insurer's written questions, and if, having known these facts at the time the Policy was being concluded, the Insurer would not have issued the Policy at all or issued it under different conditions, or
  - b) the Policyholder, the Insured or the Beneficiary or a person acting at their initiative or on their behalf provided when claiming insurance benefits, albeit by negligence, untruthful or grossly distorted information concerning the extent of the claim, or failed to disclose important information concerning this claim;
  - c) the Vehicle's identification data and the Vehicle manufacturer's specification do not match the data in the Policy (e.g. different type of engine, colour of the body, year of manufacture, the side on which the steering wheel is situated, etc.);
  - d) the obligations set forth in Article 6, paragraph 1 have been breached.
6. If the Insurer learns about the facts stated in paragraph 5, letters a) through to d) only after having already paid insurance benefits, the Insurer will be entitled to have the insurance benefits returned.

#### **Article 6**

##### **Policyholder's, Insured's and Beneficiary's obligations**

1. The Policyholder, the Insured and the Beneficiary must abide by

applicable legal regulations concerning the prevention of losses and reducing their extent, especially by:

- a) behaving in such a way as to prevent claim incidents from occurring, particularly by avoiding breaches of those obligations which are aimed at preventing, averting or alleviating the dangers of a claim incident;
- b) in the event of a looming danger of a loss, take actions commensurate to the degree of the danger.
- c) allow the Insurer or a person authorised by the Insurer to inspect the vehicle to be insured;
- d) if a claim incident has already occurred, must not change the status quo resulting from the claim incident (except in cases when it is necessary in order to prevent the loss extent from increasing), must wait with repairing the object damaged or destroyed in the claim incident or with removing its remnants for the Insurer's instructions, until the Insurer or person authorised by the Insurer has conducted an inspection, however not more than 5 days after having reported the claim. This obligation does not apply to cases when for safety, hygiene or other legitimate reasons it is necessary to start with the repairs or removal of the remnants sooner. In such case the Beneficiary must demonstrate the existence of such reasons and keep all damaged objects or parts thereof until the Insurer or by him authorised person has conducted an inspection, however for not longer than 30 days after having reported the claim and, if possible, document the claim incident by other means, e.g. by taking photographs;
- e) if a suspicion exists that a criminal offence or infringement has been committed or attempted in connection with the claim incident, notify without undue delay the police or other authority competent to receive such notifications. This does not apply to cases when criminal proceedings are subject to Policyholder's or Insured's consent;
- f) notify the Insurer without undue delay if criminal proceedings have been instituted and keep the Insurer informed about their progress and outcome;

- g) secure any rights against a third party which transfer to the Insurer, especially the claimant's entitlement to insurance benefits according to Article 9, paragraph 1 of Act No. 168/1999, the Third Party Liability Insurance Act, of the vehicle which damaged the insured Vehicle, to indemnity for damages, to recourse and to settlement or other such rights;
- h) present to the Insurer as part of the claim investigation among other documents also legally enforceable ruling by the Czech Republic Police or other competent administration authority concerning the outcome of the traffic accident investigation, or an original traffic accident protocol drawn up by the participants at the place of accident, which shows unequivocally that an operator of a different than the insured Vehicle is liable for the loss on the Vehicle.

#### **Article 7**

##### **Insurer's rights and obligations**

1. The Insurer has, besides the obligations set forth by applicable legal regulations and the Insurance Policy, the following obligations:
  - a) to carry out necessary investigation concerning the claim settlement;
  - b) return at the Policyholder's, the Insured's or the Beneficiary's request documents made available by them, provided these are originals and the Insurer does not need them any longer.
2. The Insurer has the right to verify the truthfulness and completeness of the data used to identify the Policyholder, the Insured and, where applicable, other Beneficiaries, as well as the truthfulness of the data concerning the Insured.

#### **Article 8**

##### **Miscellaneous provisions**

The Beneficiary may cede the entitlement to insurance benefits from the DPPE 2010 insurance only with a written permission of the Insurer.

#### **Article 9**

##### **Special interpretation provisions**

**Assistance Service** is a provision, organisation and reimbursement of rendered Assistance Services within the extent set forth by applicable supplementary and/or special insurance terms and conditions or the Policy,



related to the elimination of the consequences of a traffic accident in which the insured Vehicle was involved. Assistance Service does not cover the costs of any replaced parts or repair costs of the Vehicle involved in the accident.

**Authorised service** (repair workshop) is a facility the trading name (a commercial firm) of which is included in the current list of repair workshops, which is supplied together with a factory new vehicle of the given make and model. An authorised service may be also a service which does not specialise in any particular factory make, but which specialises in a particular type of repairs.

**Traffic accident** is an event in road traffic, such as a crash or a collision, which occurred or commenced on a road and during which the Vehicle identified in the Policy has been damaged.

**Individual vehicle insurance** is an individually concluded Insurance Policy containing motor third party liability insurance of a variant other than Start or TOP, in which the insured object is a single vehicle, either a passenger car or a commercial vehicle up to 3500 kg (i.e. it is not an insurance of a set of vehicles, so called fleet insurance). The insurance may be concluded by either a physical person against a national identity number or against an organisation identity number, or by a legal entity.

By individual motor vehicle insurance is also understood motor third party liability insurance concluded as part of leasing/loan instalment payments, where the Policyholder is the leasing or loan providing company.

If the motor third party liability insurance obtained is of the Start variant, the only Beneficiary's entitlement is to have a vehicle claim settlement arranged as per Section III, paragraph 1 of these DPPE 2010.

**Inability to abide by generally binding legal regulations** is a situation whereby driving the Vehicle would constitute a violation of applicable regulations.

**Usual price** is a price which would be received when selling a similar object in a normal business transaction in the given time and at the given place. Here all circumstances are considered which have an impact on the price, but projected into the price are not impacts of extraordinary market events, personal circumstances of the seller or the buyer, or impacts of special popularity.

**Beneficiary** is for the purposes of making use of tow-away and spare vehicle rental services the insured Vehicle's driver. If the driver is unable to make use of these services, the Beneficiary is the vehicle's owner.

**Partial loss** is such damage of the Vehicle, whereby reasonable costs for its repair, less the usual price of any remnants of the damaged Vehicle's replaced parts, are less than 100% of the usual price which the Vehicle had had immediately prior to the claim incident.

**Insurer** is for the purposes of these DPPE 2010 Česká pojišťovna a.s.

**Reasonable repair costs** are costs required to restore the insured Vehicle damaged in a claim incident into the state it had been in immediately before the claim incident, using repair technologies specified by the Vehicle's manufacturer, tariffs defining the number of normative hours for work items in line with the prices usual in the given place and at the given time, and spare parts of the same or equivalent quality as the spare parts supplied by the Vehicle's manufacturer to the Czech market.

**Real loss** is a loss suffered due to a diminishment of the claimant's assets as a consequence of a loss incident and in causal relationship thereto. It

constitutes asset values necessary to return the state into the original state or to balance the consequences emanating from the fact that the situation has not been returned to the original state (irrespective of whether by financial or other form of benefits). When determining the real loss, the Insurer proceeds in accordance with the Civil Code and Expert Standard No. 1/2005 issued by the Institute of Judicial Engineering of the Technical University in Brno.

**Contracted car rental** is a car rental facility which has entered with the Insurer into an agreement on collaboration.

**Contracted service**(repair workshop) is a service facility which has entered with the Insurer into an agreement on collaboration.

**Total loss** is a destruction or such damage of the Vehicle, whereby reasonable costs incurred for its repair less usual price of the remnants of replaced parts of the damaged Vehicle are equal to or greater than 100% of the usual price which the Vehicle had had immediately prior to the claim incident.

**Vehicle destruction** is a situation whereby the Vehicle ceased to physically exist, i.e. when an irreversible situation has occurred which renders using the Vehicle impossible (e.g. destruction by fire, complete Vehicle destruction). The day on which the vehicle ceased to physically exist is the day specified in a vehicle wreck receipt, issued by an operator of a wreck collection facility in accordance with applicable legal regulations.

#### **Article 10 Effectiveness**

These DPPE 2010 become effective on 8<sup>th</sup> October 2011.

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### **Supplementary Insurance Terms and Conditions for Motor Insurance DPPSZ 2011 –“Collision with game”**

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#### **Article 1**

##### **Introductory provisions**

1. Insurance DPPSZ 2011 – “Collision with game” (hereafter referred to only as “DPPSZ 2011”) is governed by the provisions of Act No. 37/2004, the Insurance Policy Act, General Insurance Terms and Conditions for Insurance of Vehicles and Transported Persons VPPH 2006 (hereafter referred to only as

“VPPH 2006”), these DPPSZ 2011, and by applicable provisions of the Insurance Policy.

2. Insurance established on the basis of these DPPSZ 2011 is a private non-valued insurance against risks specified in the Insurance Policy.

#### **Article 2**

##### **Insurance risks, insurance cover, insurance benefits limit**

1. Unless stipulated in the Policy otherwise, the insurance risk covered by this insurance is a damage or destruction of the insured object or part thereof by an accidental event due to the effects of external forces during a collision with game on a road.

2. Insurance benefits limit and an excess (deductibles), where

- applicable, are stipulated in the Policy.
- The insurance benefits limit applies to all losses which occur during the insurance term.
  - If the Vehicle has Motor Casco insurance, this insurance covers only those losses which are not claimed from the Motor Casco insurance.
  - The insurance applies to the vehicle which is identified in the Policy by vehicle identification data, and to its parts and accessories which form the vehicle's standard and mandatory outfitting (hereafter referred to only as "Vehicle"). It covers other accessories (hereafter referred to only as "Special Accessories") only if these are specified in the Policy.

- The insurance covers claim incidents which occur in the Czech Republic.

#### **Article 3**

##### **Insurance term, insurance start and end dates, premium**

- Insurance period, insurance start date and insurance end date are determined by reasonably applying relevant provisions of VPPH 2006.
- The premium to be paid and payment due dates are determined according to the Insurer's tariffs, and are stipulated in the Policy.

#### **Article 4**

##### **Exclusions from insurance**

- The insurance does not apply to:
  - Activities and situations defined in Article 6 of VPPH 2006;
  - Cases when the claim incident has not been investigated by the

police, nor reported forthwith to the Insurer's Assistance Service by calling telephone number (+420) 841 114 114, and the driver did not remain, without a legitimate reason, at the place of accident until the arrival of the Assistance Service, nor did he/she, after help has been rendered or summoned, return there forthwith.

#### **Article 5**

##### **Interpretation provisions**

By road is understood a road defined in Act No. 13/1997, the Roads Act.

#### **Article 6**

##### **Effectiveness**

These DPPSZ 2011 become effective on 8<sup>th</sup> October 2011.

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## **Supplementary Insurance Terms and Conditions for Personal Accident Insurance of Transported Persons DPPU 1**

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Version ZP-DPPU1-03

Unless stipulated in the Insurance Policy otherwise, this insurance is governed by the provisions of the Insurance Policy Act and by General Insurance Terms and Conditions for Personal Accident Insurance approved by the Board of Directors of Česká pojišťovna a.s. on 14<sup>th</sup> September 2004 under reference number 4 (hereafter referred to only as "VPP UP"). Both the General and the Supplementary Insurance Terms and Conditions which the Policyholder received when concluding the Insurance Policy are an integral part of the Policy.

#### **Article 1**

##### **Insured persons**

For the purposes of these DPPU 1, insured persons are the driver and the persons travelling in a vehicle which is insured by the relevant Policy (hereafter referred to only as "Vehicle"), i.e. either Motor Third Party Liability policy or Motor Casco policy, or both (hereafter referred to only as "Insured").

#### **Article 2**

##### **Insurance start date and end date**

- If the Policyholder has Motor Third Party Liability insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 1 coincide with the start date and

end date of the Motor Third Party Liability insurance.

- If the Policyholder has Motor Casco insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 1 coincide with the start date and end date of Motor Casco insurance.
- If the Policyholder has a valid Motor Third Party Liability insurance as well as Motor Casco insurance, then the insurance according to these DPPU 1 is effected only once. The Personal Accident insurance start date coincides with the start date of the insurance effected by the relevant Policy according to either paragraph 1 or 2 of this Article, whichever is earlier. The end date of the Personal Accident insurance coincides with the insurance end date of the insurance according to either paragraph 1 or 2, whichever is later. If the insurance start and end dates for Motor Third Party Liability and for Motor Casco insurance are identical, then the start and end dates of the Personal Accident insurance coincide with these dates.

#### **Article 3**

##### **Entitlements**

- If the Insured suffers while engaging in an insured activity an injury while this insurance is in force, the basic sums insured for each of the transported persons are as follows:

- for death due to injury  
CZK100,000
  - for permanent disability due to injury  
CZK200,000
- The Insurer does not pay the costs of the Insured's travel from abroad to the Czech Republic, the purpose of which is to establish the extent of permanent disability.

#### **Article 4**

##### **Claim incident**

- According to the definition of Article 11 of VPP UP, a claim incident is an injury suffered by the Insured which occurred while the insurance was in force and while engaging in one of the activities defined hereunder.
- Differently from Article 11, paragraph 1 of VPP UP, the insurance applies within the territory of Europe and Turkey, with the exclusion of Belarus, Moldavia, Russia and Ukraine.
- The insurance applies to injuries which the Insured has suffered when travelling in the insured Vehicle.
- By travelling in the insured Vehicle as mentioned in the previous paragraph is meant:
  - starting the Vehicle's engine immediately prior to driving;
  - getting in and out of the Vehicle;
  - the Vehicle being in motion;
  - short stop of the Vehicle;

- e) repairing ordinary Vehicle defects which occurred while the Vehicle was driven.
5. During short stops of the Vehicle as per paragraph 4, letter d) of this Article, the insurance applies only to those injuries which the Insured suffered while inside the Vehicle or in its vicinity on the road.
  6. The insurance does not apply to:
    - a) injuries suffered by people travelling on parts of the Vehicle which are not designated for transporting people (fenders, bonnet and similar);
    - b) injuries suffered when taking part in speed races and competitions which include a speed stage (including practice);
    - c) injuries suffered while type testing the Vehicle's speed, brakes, tumbling and stability, top finish speed, running the Vehicle in, etc.;
    - d) injuries suffered while the Insured was loading or offloading freight, unless set forth in the Policy otherwise;
    - e) injuries suffered when transporting people for money, unless agreed otherwise.
  3. If the claim incidence is not substantiated by a police protocol, the Vehicle's owner must affirm to the person claiming insurance benefits from this insurance on the Insurer's form that the claim incident occurred while engaging in an insured activity.
  4. If the insured Vehicle was used by more people than the number of seats specified in the Vehicle Registration Certificate, insurance benefits paid for each person will be reduced by the ratio of the official number of seats to the actual number of persons transported in the Vehicle.
  5. The Insurer will have the right to reduce insurance benefits by 50% if:
    - a) the Vehicle was not, in violation of applicable regulations, fitted with a seat belt or other restraining system;
    - b) the insured person did not fasten the seat belt or other restraining system, although he/she should have fastened the seat belt or other restraining system;
    - c) the insured person – child – was not, in violation of applicable regulations, strapped into an appropriate restraining system, was strapped into an unapproved restraining system, or the restraining system was attached to the Vehicle incorrectly.

#### **Article 5**

##### **Insurance benefits**

1. The person entitled to receive insurance benefits for permanent disability is the Insured. In the event of the Insured's death, entitled to receive insurance benefits is the person specified according to Article 51, paragraphs 2 and 3 of the Insurance Policy Act.
2. Claims are reported by the person who is entitled to receive insurance benefits. The person who becomes entitled to receive insurance benefits from the Policy must present for settling the claim all documents requested by the Insurer in Czech or in Slovak.  
To claim insurance benefits, the claimant must present:
  - appropriate insurance document;
  - police protocol;
  - "Report of claim from personal accident insurance" (*Oznámení pojistné události z úrazového pojištění*);
  - "Atestacio medicí" if the injury occurred abroad;
  - in the event of the Insured's death a copy of the Death Certificate and a certificate stating the cause of the death;
  - any other relating documents which the Insurer may have requested.

#### **Article 6**

##### **Information about the insurance**

1. The Insurer is Česká pojišťovna a.s., a company domiciled in the Czech Republic.
2. As the time the Policy remains in force is meant the time from concluding the Policy until its expiry, or as long as liabilities from the Policy prevail and exist.
3. Premium can be paid monthly, quarterly, half-yearly or yearly, in cash or by a cashless method.
4. Both the Insurer and the Policyholder have the right to withdraw from the Policy. The Insurer has the right to withdraw from the Policy if the Policyholder or the Insured answered when concluding the Policy, deliberately or by negligence, untruthfully or incompletely the Insurer's written questions concerning the insurance being concluded, if, had the questions been answered truthfully and completely, the Insurer would not have issued the Policy. The Policyholder has the right to withdraw from the Policy if the Insurer or his authorised agent

answered untruthfully or incompletely the Policyholder's written questions concerning the insurance being concluded. Both the Insurer and the Policyholder must exercise their right to withdraw from the Policy within 2 months after the day on which they found out about this fact, else the right will lapse. The same applies when making policy amendments.

5. Withdrawals from the Policy, complaints of the Policyholder, the Insured or the Beneficiary must be sent to the following address: Česká pojišťovna a.s., P.O. Box 305, 601 00 Brno. Complaints will be dealt with without undue delay by specialised staff. The Policyholder, the Insured or the Beneficiary may also lodge complaints to the Czech National Bank.
6. The Policyholder and the Insured have, particularly as set forth in Article 12 and Article 21 of Act No. 101/2000, the Protection of Personal Data Act, as amended, the right to be at his/her request at any time and without undue delay informed about his/her personal data processed by the Insurer. The Policyholder or the Insured will be given this information against the payment of a fee to cover the costs of providing the requested information. These fees are defined in the Insurer's Book of Fees and Charges.
7. If the Policyholder or the Insured finds out that the Insurer has violated his obligations imposed upon him by the above cited law, he/she will have the right to demand a remedy from the Insurer, or to lodge a complaint to the Office for the Protection of Personal Data, requesting that remedial measures are put in place.
8. The Insurer informs the Policyholder (Insured) that providing personal data as set forth in Article 4 of the Insurance Policy Act is mandatory and a prerequisite for obtaining an Insurance Policy. Provision of the other personal data stated in this Policy is necessary particularly in order to determine the degree of insurance risk.
9. The Insurer will process personal data both manually and automatically, using his personnel and also his external processors with whom he has entered into an agreement for the processing of personal data under the conditions set forth by the Protection of Personal Data Act. The Insurer may disclose personal data to reinsurers under the conditions set forth by the

Protection of Personal Data Act, and to subjects authorised to demand the disclosure of personal data in

accordance with special legal regulations.

## Supplementary Insurance Terms and Conditions for Personal Accident Insurance of Transported Persons DPPU 2

Version ZP-DPPU2-03

Unless stipulated in the Insurance Policy otherwise, this insurance is governed by the provisions of the Insurance Policy Act and by General Insurance Terms and Conditions for Personal Accident Insurance approved by the Board of Directors of Česká pojišťovna a.s. on 14<sup>th</sup> September 2004 under reference number 4 (hereafter referred to only as "VPP UP"). Both the General and the Supplementary Insurance Terms and Conditions which the Policyholder received when signing the Insurance Policy are an integral part of the Policy.

### Article 1

#### Insured persons

For the purposes of these DPPU 2, insured persons are the driver and the persons travelling in the vehicle which is insured by the relevant Policy (hereafter referred to only as "Vehicle"), i.e. either Motor Third Party Liability policy or Motor Casco policy, or both (hereafter referred to only as "Insured").

### Article 2

#### Insurance start date and end date

1. If the Policyholder has Motor Third Party Liability insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 2 coincide with the start date and end date of the Motor Third Party Liability insurance.
2. If the Policyholder has Motor Casco insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 2 coincide with the start date and end date of Motor Casco insurance.
3. If the Policyholder has valid Motor Third Party Liability insurance as well as Motor Casco insurance, then the insurance according to these DPPU 2 is effected only once. The Personal Accident insurance start date coincides with the start date of the insurance effected by the relevant Policy according to either paragraph 1 or 2 of this Article, whichever is earlier. The end date of the Personal Accident insurance

coincides with the insurance end date of the insurance according to either paragraph 1 or 2, whichever is later. If the insurance start and end dates for Motor Third Party Liability and for Motor Casco insurance are identical, then the start and end dates of the Personal Accident Insurance coincides with these dates.

### Article 3

#### Entitlements

1. If the Insured suffers while engaging in an insured activity an injury while this insurance is in force, the basic sums insured for each of the transported persons are as follows:
  - a) for death due to injury CZK100,000
  - b) for permanent disability due to injury CZK200,000
  - c) for the time necessary to treat physical disability due to injury (TNL in %) CZK20,000
2. Differently from Article 18 of VPP UP, the Insurer will pay insurance benefits for the time of necessary treatment, provided the average time of necessary treatment specified in Classification Table A, or reasonable time of necessary treatment, is longer than four weeks.
3. The Insurer does not pay the costs of the Insured's travel from abroad to the Czech Republic, the purpose of which is to establish the extent of permanent disability.

### Article 4

#### Claim incident

1. According to the definition of Article 11 of VPP UP, a claim incident is an injury suffered by the Insured which occurred while the insurance was in force and while engaging in one of the activities defined hereunder.
2. Differently from Article 11, paragraph 1 of VPP UP, the insurance applies within the territory of Europe and Turkey, with the exclusion of Belarus, Moldavia, Russia and Ukraine.
3. The insurance applies to injuries which the Insured has suffered when travelling in the insured Vehicle.

### Article 5

#### Insurance benefits

1. The person entitled to receive insurance benefits for permanent disability is the Insured. In the event of the Insured's death, entitled to receive insurance benefits is the person specified according to Article 51, paragraphs 2 and 3 of the Insurance Policy Act.
2. Claims are reported by the person who is entitled to receive insurance benefits. The person who becomes entitled to receive insurance benefits from the Policy must present for settling the claim all documents requested by the Insurer in Czech or in Slovak.

4. By travelling in the insured Vehicle as mentioned in the previous paragraph is meant:
  - a) starting the Vehicle's engine immediately prior to driving;
  - b) getting in and out of the Vehicle;
  - c) the Vehicle being in motion;
  - d) short stop of the Vehicle;
  - e) repairing ordinary Vehicle defects which occurred while the vehicle was driven.
5. During short stops of the Vehicle as per paragraph 4, letter d) of this Article, the insurance applies only to those injuries which the Insured suffered while inside the Vehicle or in its vicinity on the road.
6. The insurance does not apply to:
  - a) injuries suffered by people travelling on parts of the Vehicle which are not designated for transporting people (fenders, bonnet and similar);
  - b) injuries suffered when taking part in speed races and competitions which include a speed stage (including practice);
  - c) injuries suffered while type testing the Vehicle's speed, brakes, tumbling and stability, top finish speed, running the Vehicle in, etc.;
  - d) injuries suffered while the Insured was loading or offloading freight, unless set forth in the Policy otherwise;
  - e) injuries suffered when transporting people for money, unless agreed otherwise.



To claim insurance benefits, the claimant must present:

- appropriate insurance document;
  - police protocol;
  - "Report of claim from personal accident insurance" (*Oznámení pojistné události z úrazového pojištění*);
  - "Atestacio medicí" if the injury occurred abroad;
  - in the event of the Insured's death a copy of the Death Certificate and a certificate stating the cause of the death;
  - any other relating documents which the Insurer may have requested.
3. If the claim incidence is not substantiated by a police protocol, the Vehicle's owner must affirm to the person claiming insurance benefits from this insurance on the Insurer's form that the claim incident occurred while engaging in an insured activity.
  4. If the premium paid for the Vehicle insurance was lower than what it, in view of the Vehicle use, should have been paid, the Insurer will reduce insurance benefits paid for a claim in the ratio of the premium actually paid for the Vehicle to the correct premium.
  5. If the insured Vehicle was used by more people than the number of seats specified in the Vehicle Registration Certificate, insurance benefits paid for each person will be reduced by the ratio of the official number of seats to the actual number of persons transported in the vehicle.
  6. The Insurer will have the right to reduce insurance benefits by 50% if:
    - a) the Vehicle was not, in violation of applicable regulations, fitted with a seat belt or other restraining system;
    - b) the insured person did not fasten the seat belt or other restraining system, although he/she should have fastened the seat belt or other restraining system;
    - c) the insured person – child – was not, in violation of applicable regulations, strapped into an appropriate restraining system,

was strapped into an unapproved restraining system, or the restraining system was attached to the Vehicle incorrectly.

7. If the Policyholder has insurance according to these DPPU 2, the sums insured from DPPU 2 and DPPU 1 are added up.

#### Article 6

##### Information about the insurance

1. The Insurer is Česká pojišťovna a.s., a company domiciled in the Czech Republic.
2. As the time the Policy remains in force is meant the time from concluding the Policy until its expiry, or as long as liabilities from the Policy prevail and exist.
3. Premium can be paid monthly, quarterly, half-yearly or yearly, in cash or by a cashless method.
4. Both the Insurer and the Policyholder have the right to withdraw from the Policy. The Insurer has the right to withdraw from the Policy if the Policyholder or the Insured answered when concluding the Policy, deliberately or by negligence, untruthfully or incompletely the Insurer's written questions concerning the insurance being concluded, if, had the questions been answered truthfully and completely, the Insurer would not have issued the Policy. The Policyholder has the right to withdraw from the Policy if the Insurer or his authorised agent answered untruthfully or incompletely the Policyholder's written questions concerning the insurance being concluded. Both the Insurer and the Policyholder must exercise their right to withdraw from the Policy within 2 months after the day on which they found out about this fact, else the right will lapse. The same applies when making policy amendments.
5. Withdrawals from the Policy, complaints of the Policyholder, the Insured or the Beneficiary must be sent to the following address: Česká pojišťovna a.s., P.O. Box 305, 601 00 Brno. Complaints will be dealt

with without undue delay by specialised staff. The Policyholder, the Insured or the Beneficiary may also lodge complaints to the Czech National Bank.

6. The Policyholder and the Insured have, particularly as set forth in Article 12 and Article 21 of Act No. 101/2000, the Protection of Personal Data Act, as amended, the right to be at his/her request at any time and without undue delay informed about his/her personal data processed by the Insurer. The Policyholder or the Insured will be given this information against the payment of a fee to cover the costs of providing the requested information. These fees are defined in the Insurer's Book of Fees and Charges.
7. If the Policyholder or the Insured finds out that the Insurer has violated his obligations imposed upon him by the above cited law, he/she will have the right to demand a remedy from the Insurer, or to lodge a complaint to the Office for the Protection of Personal Data, requesting that remedial measures are put in place.
8. The Insurer informs the Policyholder (Insured) that providing personal data as set forth in Article 4 of the Insurance Policy Act is mandatory and a prerequisite for obtaining an Insurance Policy. Provision of the other personal data stated in this Policy is necessary particularly in order to determine the degree of insurance risk.
9. The Insurer will process personal data both manually and automatically, using his personnel and also his external processors with whom he has entered into an agreement for the processing of personal data under the conditions set forth by the Protection of Personal Data Act. The Insurer may disclose personal data to reinsurers under the conditions set forth by the Protection of Personal Data Act, and to subjects authorised to demand the disclosure of personal data in accordance with special legal regulations.

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### Supplementary Insurance Terms and Conditions for Personal Accident Insurance of Driver DPPU 3

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Version ZP-DPPU3-03

Unless stipulated in the Insurance Policy otherwise, this insurance is governed by the provisions of the Insurance Policy Act and by General

Insurance Terms and Conditions for Personal Accident Insurance approved by the Board of Directors of Česká pojišťovna a.s. on 14<sup>th</sup> September 2004

under reference number 4 (hereafter referred to only as "VPP UP"). Both the General and the Supplementary Insurance Terms and

Conditions are an integral part of the Insurance Policy.

#### **Article 1**

##### **Insured person**

For the purposes of these DPPU 3, the insured person is the driver of a motor vehicle which is insured with the Insurer by a relevant Policy (hereafter referred to only as "Vehicle"), i.e. either Motor Third Party Liability policy or Motor Casco policy, or both (hereafter referred to only as "Insured").

#### **Article 2**

##### **Insurance start date and end date**

1. If the Policyholder has Motor Third Party Liability insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 3 coincide with the start date and end date of the Motor Third Party Liability insurance.
2. If the Policyholder has Motor Casco insurance, then the insurance start date and insurance end date of the Personal Accident insurance according to these DPPU 3 coincide with the start date and end date of Motor Casco insurance.
3. If the Policyholder has valid Motor Third Party Liability insurance as well as Motor Casco insurance, then the insurance according to these DPPU 3 is effected only once. The Personal Accident insurance start date coincides with the start date of the insurance effected by the relevant Policy according to either paragraph 1 or 2 of this Article, whichever is earlier. The end date of the Personal Accident insurance coincides with the insurance end date of the insurance according to either paragraph 1 or 2, whichever is later. If the insurance start and end dates for Motor Third Party Liability and for Motor Casco insurance are identical, then the start and end dates of the Personal Accident insurance coincide with these dates.

#### **Article 3**

##### **Entitlements**

1. If the Insured suffers while engaging in an insured activity an injury while this insurance is in force, the basic sums insured for each of the transported persons are as follows:
  - a) for death due to injury  
CZK100,000
  - b) for permanent disability due to injury  
CZK200,000
2. The Insurer does not pay the costs of the Insured's travel from abroad to the Czech Republic, the purpose

of which is to establish the extent of permanent disability.

#### **Article 4**

##### **Claim incident**

1. According to the definition of Article 11 of VPP UP, a claim incident is an injury suffered by the Insured which occurred while the insurance was in force and while engaging in one of the activities defined hereunder.
2. Differently from Article 11, paragraph 1 of VPP UP, the insurance applies within the territory of Europe and Turkey, with the exclusion of Belarus, Moldavia, Russia and Ukraine.
3. The insurance applies to injuries which the Insured has suffered when driving the insured Vehicle. For the purposes of insurance according to these DPPU 3, as a Vehicle is not regarded a towed vehicle.
4. By driving the Vehicle as mentioned in the previous paragraph is meant:
  - a) starting the Vehicle's engine immediately prior to driving;
  - b) getting in and out of the Vehicle;
  - c) the Vehicle being in motion;
  - d) short stop of the Vehicle;
  - e) repairing ordinary Vehicle defects which occurred while the Vehicle was driven.
5. During short stops of the Vehicle as per paragraph 4, letter d) of this Article, the insurance applies only to those injuries which the Insured suffered while inside the Vehicle or in its vicinity on the road.
6. The insurance does not apply to:
  - a) driver's injuries suffered while being transported on parts of the Vehicle which are not designated for transporting people (fenders, bonnet and similar);
  - b) injuries suffered when taking part in speed races and competitions which include a speed stage (including practice);
  - c) injuries suffered while type testing the Vehicle's speed, brakes, tumbling and stability, top finish speed, running the Vehicle in, etc.;
  - d) injuries suffered while the Insured was loading or offloading freight, unless set forth in the Policy otherwise;

#### **Article 5**

##### **Insurance benefits**

1. The person entitled to receive insurance benefits for permanent disability is the Insured. In the event of the Insured's death, entitled to receive insurance benefits is the person specified according to Article

51, paragraphs 2 and 3 of the Insurance Policy Act.

2. Claims are reported by the person who is entitled to receive insurance benefits. The person who becomes entitled to receive insurance benefits from the Policy must present for settling the claim all documents requested by the Insurer in Czech or in Slovak.  
To claim insurance benefits, the claimant must present:
  - appropriate insurance document;
  - police protocol;
  - "Report of claim from personal accident insurance" (*Oznámení pojistné události z úrazového pojištění*);
  - "Atestacio medici" if the injury occurred abroad;
  - in the event of the Insured's death a copy of the Death Certificate and a certificate stating the cause of the death;
  - any other relating documents which the Insurer may have requested.
3. If the claim incidence is not substantiated by a police protocol, the Vehicle's owner must affirm to the person claiming insurance benefits from this insurance on the Insurer's form that the claim incident occurred while engaging in an insured activity.
4. The Insurer will have the right to reduce insurance benefits by 50% if:
  - a) the Vehicle was not, in violation of applicable regulations, fitted with a seat belt or other restraining system;
  - b) the insured person did not fasten the seat belt or other restraining system, although he/she should have fastened the seat belt or other restraining system;
5. If the Policyholder has also insurance according to DPPU 1 or DPPU 2, the sums insured from DPP 1, DPP 2 and DPP 3 are added up.

#### **Article 6**

##### **Information about the insurance**

1. The Insurer is Česká pojišťovna a.s., a company domiciled in the Czech Republic.
2. As the time the Policy remains in force is meant the time from concluding the Policy until its expiry, or as long as liabilities from the Policy prevail and exist.
3. Both the Insurer and the Policyholder have the right to withdraw from the Policy. The Insurer has the right to withdraw from the Policy if the Policyholder or the Insured answered when concluding the Policy, deliberately or

by negligence, untruthfully or incompletely the Insurer's written questions concerning the insurance being concluded, if, had the questions been answered truthfully and completely, the Insurer would not have issued the Policy. The Policyholder has the right to withdraw from the Policy if the Insurer or his authorised agent answered untruthfully or incompletely the Policyholder's written questions concerning the insurance being concluded. Both the Insurer and the Policyholder must exercise their right to withdraw from the Policy within 2 months after the day on which they found out about this fact, else the right will lapse. The same applies when making policy amendments.

4. Withdrawals from the Policy, complaints of the Policyholder, the Insured or the Beneficiary must be sent to the following address: Česká pojišťovna a.s., P.O. Box 305, 601 00 Brno. Complaints will be dealt with without undue delay by

specialised staff. The Policyholder, the Insured or the Beneficiary may also lodge complaints to the Czech National Bank.

5. The Policyholder and the Insured have, particularly as set forth in Article 12 and Article 21 of Act No. 101/2000, the Protection of Personal Data Act, as amended, the right to be at his/her request at any time and without undue delay informed about his/her personal data processed by the Insurer. The Policyholder or the Insured will be given this information against the payment of a fee to cover the costs of providing the requested information. These fees are defined in the Insurer's Book of Fees and Charges.
6. If the Policyholder or the Insured finds out that the Insurer has violated his obligations imposed upon him by the above cited law, he/she will have the right to demand a remedy from the Insurer, or to lodge a complaint to the Office for the Protection of Personal Data,

requesting that remedial measures are put in place.

7. The Insurer informs the Policyholder (Insured) that providing personal data as set forth in Article 4 of the Insurance Policy Act is mandatory and a prerequisite for obtaining an Insurance Policy. Provision of the other personal data stated in this Policy is necessary particularly in order to determine the degree of insurance risk.
8. The Insurer will process personal data both manually and automatically, using his personnel and also his external processors with whom he has entered into an agreement for the processing of personal data under the conditions set forth by the Protection of Personal Data Act. The Insurer may disclose personal data to reinsurers under the conditions set forth by the Protection of Personal Data Act, and to subjects authorised to demand the disclosure of personal data in accordance with special legal regulations.

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**Information about Insurer and undertaking given to prospective Policyholder prior to concluding Insurance Policy according to Article 66 of Act No. 37/2004, the Insurance Policy Act ("IPA")**

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**INFORMATION ABOUT THE INSURER**

Commercial firm and legal form:  
Česká pojišťovna ZDRAVÍ a.s.

Insurer's domicile address:

**Czech Republic, Litovelská 1174/8,  
100 05 Praha 10**

**INFORMATION ABOUT UNDERTAKING**

**Insurance definition**

The Insurer provides private sickness insurance in accordance with the provisions of Article 62 of the IPA (hereafter referred to only as "Insurance"). The Insurance can be concluded with the prospective Policyholder as either "non-valued" insurance or "valued" insurance. The insurance products offered are specified in more detail in the Insurance Policy proposal, the part of which are insurance terms and conditions for each branch and type of insurance, of which the prospective Policyholder must be informed before a policy can be concluded, and which is appended to the Policy. The amount of insurance benefits to be paid is determined from the agreed sum insured, or limited by a stipulated insurance benefits limit (the

maximum amount paid in the event of a claim incident). One of the conditions for the Insurance to continue is a permission given by the Insured to the Insurer to investigate and examining the Insured's state of health when investigating a claim.

**Insurance term and policy lapses**

Insurance term is the time period between concluding the Policy and the Policy lapsing, or a continuation and existence of liabilities from the Policy. The Insurance is usually concluded for the period of one year (insurance term). The Insurance does not lapse upon the expiry of the insurance term, unless either the Insurer or the Policyholder notifies the other Party at least six weeks prior to the insurance term expiry date that the former does not wish the Insurance to continue. Unless the Insurance lapses this way, it is automatically extended under identical terms and conditions by the same term for which it has been concluded. The Insurance may be terminated by agreement between the Parties or by a notice of termination served in accordance with the provisions of Article 22 of the IPA. The Insurance furthermore lapses due to non-payment

of premium, under the terms and conditions set forth in the provisions of Article 20 of the IPA, or by the Insurer's refusal to pay insurance benefits from the Policy in accordance with the provisions of Article 24 of the IPA. The Insurance lapses upon the Insured's death, or when any of the actualities specified in the insurance terms and conditions which result in the Insurance lapsing occurs (e.g. after insurance benefits have been paid for a specified period of time, etc.). When the concluded insurance covers lapse, the Policy lapses as well. The Insurer issues to the person with whom the Policy has been concluded (hereafter referred to only as "Policyholder") an insurance certificate as a written affirmation that an insurance policy has been concluded or amended.

**Premium**

Premium is a price paid for insurance protection. The Policyholder must pay the premium for an agreed insurance period (currently paid premium), which may be the period of one month. Unless agreed otherwise, currently paid premium is payable by the first day of the insurance period, and may be remitted either in cash or by a cashless

transfer of money to an account specified by the Insurer. The Insurer is entitled to collect premium until the Insurance lapses. The premium amount is stipulated in the Insurance Policy and is determined according to the principles defined by Insurer's directives.

#### Withdrawal from Policy

Pursuant to the provisions of Article 23 of the IPA, the Insurer or the Policyholder may withdraw from the Policy. When withdrawing from the Policy, the Policy is cancelled right from the beginning, and the Parties must settle their mutual liabilities in a manner

set forth by the quoted provisions of the IPA.

#### Bonuses, share in investment and surrender value

This private illness insurance is not a so called "reserves-forming insurance" which, apart from being a purely risk insurance, also contains a saving component which belongs to the Insured with no link to the principle of indemnity; it does not allow the Insured to participate in profits or invest into investment funds. When the Insurance lapses, no entitlement to a surrender value arises.

#### General information on tax regulations

This Insurance is governed by the provisions of Act No. 586/1992, the Income Tax Act, in its current version.

#### Complaints

Complaints of Policyholders, Insured or Beneficiaries can be sent to the Insurer's address shown in the header of this information. Complaints can be also lodged to the appropriate supervisory authority of insurance companies.

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### General Insurance Terms and Conditions for Insurance of Work Incapacitation and Hospitalisation due to Traffic Accident Ref. No.: 01/2008 (VPP-DN)

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#### INTRODUCTORY PROVISIONS

Work incapacitation and hospitalisation insurance provided by Česká pojišťovna ZDRAVÍ a.s. (hereafter referred to only as "Insurer") is governed by the Act<sup>1</sup>, by other universally applicable legal regulations<sup>2</sup> and by these General Insurance Terms and Conditions (hereafter referred to only as "VPP").

#### COMMON PROVISIONS

##### Article 1

#### Insured object and insurance cover

1. The work incapacitation and hospitalisation insurance due to traffic accident is a private non-valued<sup>3</sup> sickness insurance against the insurance risk injury suffered by the Insured in a traffic accident<sup>4</sup> (hereafter referred to only as "Insurance").
2. The Insurance can be obtained by physical persons who possess, pursuant to applicable legal regulations<sup>5</sup>, a permit to drive motor vehicles (a valid driver's licence).

3. If the Insured has a motor third party liability insurance with Česká pojišťovna a.s. for a motor vehicle homologated to transport at the most 5 persons (hereafter referred to only as "Insured Motor Vehicle") and this contractual relationship is in force at the time of a traffic accident, admitted to the insurance of hospitalisation according to paragraph 1 may be also other persons, namely Insured's passengers who were involved in the traffic accident as persons being transported in the Insured Motor Vehicle driven by the Insured, and who suffered an injury in the traffic accident. For these persons, concluded can be only hospitalisation insurance, and the insurance cover does not apply to paying passengers (e.g. taxi service, etc.).
4. Prerequisites for being admitted to the Insurance are defined in the Insurer's relevant directive which is available for perusal to anyone interested in the Insurance and to Policyholders and Insured at the Insurer's points of sale.

##### Article 2

#### Interpretation of terminology

For the purposes of this Insurance:

- a) **Work incapacitation** is a state of the Insured whereby the Insured cannot and temporarily does not, according to a doctor's certificate, perform due to an injury suffered in a traffic accident, his/her job or his/her work as self-employed, and whereby the Insured has obtained from an appropriate medical facility (hereafter referred to only as

"Doctor") a work incapacitation certificate which contains all required particulars, including a diagnosis according to the ICD classification;

- b) **Hospitalisation** is the rendition of a basic and specialised diagnostic and therapeutic care in the inpatients section of a medical facility (hospital), which is from the medical point of view necessary due to an injury suffered by the Insured or by other persons admitted into the Insurance, in a traffic accident, and which could not be provided as ambulant (outpatients) treatment (hereafter referred to only as "Hospitalisation");
- c) **Traffic accident** is an event in road traffic, for example a crash or a collision which occurred or commenced on a public road and in which the Insured or other persons admitted into the Insurance suffered an injury;
- d) **Injury** is an injury suffered by the Insured in a traffic accident, the treatment of which requires, for the period of time necessary to cure the injury, the Insured's work incapacitation or hospitalisation, or an injury of other persons admitted into the Insurance who were transported in the vehicle driven by the Insured, if the treatment of these injuries requires the insured persons to be hospitalised;
- e) **Injured person** is a person involved in a traffic accident who has been as an injured person unequivocally identified in the traffic accident investigation documentation (a protocol issued by the Czech Republic Police), or in a ruling

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<sup>1</sup> Act No. 37/2004 on insurance policies and on amendments of related laws (Insurance Policy Act) in its current version.

<sup>2</sup> For example Act No. 40/1964, the Civil Code in its current version, Act No. 277/2009 on insurance and on amendments of certain related laws (Insurance Act) in its current version, and other.

<sup>3</sup> See the provisions of Article 34 of the Insurance Policy Act in its current version.

<sup>4</sup> See the provisions of Article. 47 of Act No. 361/2000, The Public Road Traffic Act in its current version.

<sup>5</sup> Act No. 247/2000 on obtaining and enhancing qualification to drive motor vehicles, in its current version.



issued in misdemeanour or criminal proceedings, or, if the traffic accident occurred abroad, in an official document issued by an appropriate authority of that country, and its Czech translation.

### **Article 3**

#### **Insurance territorial validity**

1. Unless stipulated in the Policy otherwise, the protection provided by this Insurance applies to traffic accidents which occur within the geographical territory of Europe, with the exclusion of Belarus, Russia, Ukraine and Moldavia.
2. Medical care and Hospitalisation of the Insured or other persons admitted into the Insurance (hereafter referred to only as "Insured") must be rendered in a domestic medical facility. Any therapy and other actualities concerning the Insured's state of health or resulting in the Insurer's liability to provide insurance benefits, must be rendered or take place within the Czech Republic, and must comply with applicable legislation<sup>6</sup>.

### **Article 4**

#### **Insurance term and insurance lapse**

1. Unless stipulated in the Policy otherwise, the Insurance will be in force for one year (insurance term). The Insurance does not lapse upon the expiry of the insurance term, unless either the Insurer or the Policyholder notifies the other Party at least six weeks prior to the insurance term expiry date that the former does not wish the Insurance to continue. Unless the Insurance lapses this way, it is automatically extended under identical terms and conditions by the same term for which it has been concluded.
2. The Insurance cover starts at 0000 hours on the day specified in the Policy as the insurance inception date. If the insurance inception date is not specified in the Policy, the insurance cover commences at 0000 hours on the first day of the calendar month following the calendar month in which the Policy was concluded.
3. As an insurance start date cannot be specified a day which is earlier than the Policy conclusion date.
4. The Insurance lapses at 2400 hours on the day on which, based on the

Parties' actions and/or circumstances which have taken place and which according to these insurance terms and conditions result in the Insurance lapse, the Insurance lapses.

5. The Insurer and the Policyholder may agree to terminate the Insurance. Such agreement must specify the moment in which the Insurance lapses and how mutual liabilities are to be settled.
6. The Insurance lapses on the basis of the following actions of the Parties (the Insurer and the Policyholder):
  - a) a written notice of termination served within two months after the Policy conclusion date; on the day the notice is served commences an eight-day notice of termination, upon the expiry of which the Policy lapses;
  - b) a written notice of termination effective from the end date of the insurance term, provided the Insurance is a currently paid insurance; the notice of termination must be served at least six weeks prior to the insurance term end date, otherwise it is invalid;
  - c) a written notice of termination served within three months after the day a claim was reported; on the day the notice is served commences a one-month notice of termination, upon the expiry of which the Policy lapses;
  - d) if the Policyholder has refused to accept a premium adjustment; in such case the Insurance lapses at the end of the insurance period for which premium has already been paid, unless agreed by the Parties otherwise;
  - e) a withdrawal from the Policy under the terms and conditions set forth by applicable legislation;
  - f) refusal by the Insurer to pay insurance benefits from the Policy; the Insurance lapses on the day a notification concerning the refusal to pay insurance benefits is served upon the Policyholder.
7. The Insurance lapses on the basis of the following events:
  - a) the Insured's death;
  - b) on the day following the day of unfulfilled deadline for the payment of premium owed, set by the Insurer;
  - c) on the day on which the Insurer receives a written notification from the Insured that he/she is revoking his/her consent with

investigating and establishing the Insured's state of health<sup>7</sup>, or a written notification from the Insured stating that he/she will not grant a consent to investigate and establish the Insured's state of health.

### **Article 5**

#### **Insurance period**

1. Insurance period is the time period for which premium is paid.
2. Insurance period is stipulated in the Insurance Policy. If not stipulated in the Policy, then the insurance period is one month.

### **Article 6**

#### **Premium and premium payment due date**

1. Premium is specified in the Policy and is determined in accordance with tariffs set by the Insurer.
2. Unless stipulated in the Policy otherwise, currently paid premium is always due on the first day of the insurance period, and single premium on the insurance inception date.
3. In the event that the Policyholder is in arrears with any premium payment, the Insurer will have the right to charge an interest on overdue payment. For overdue payment reminders the Insurer has the right to charge the costs incurred, plus postal charges.
4. The Insurer has the right to offset from insurance benefits any premium amounts owned and other due receivables from the Insurance.
5. Unless the Policyholder requests its refund, the Insurer will use any excess premium as premium payment for the next insurance period.

### **Article 7**

#### **Premium adjustment**

1. The Insurer has the right to compare once a year the calculated and the actual insurance benefits paid, adapt premium tariffs accordingly and adjust the premium to be paid for the next insurance period.
2. When adjusting premium, the Insurer must proceed in a manner set forth by the Act. If the Policyholder refuses to accept the newly set premium, he/she must notify the Insurer accordingly within one month of being informed about the proposed new premium. In such case the Insurance will lapse at the end of the insurance period for

<sup>6</sup> See for instance Act No. 20/1966 the Population Health Care Act in its current version and other laws concerning public health insurance, sickness insurance, etc.

<sup>7</sup> See the provisions of Article 50 of the Insurance Policy Act in its current version.

which premium has already been paid.

#### **Article 8 Claim incident**

1. A claim incident is Work Incapacitation and from the medical point of view necessary Hospitalisation of the Insured, induced by an injury suffered in a traffic accident which occurred while the Insurance was in force, provided the Work Incapacitation started or the Insured was hospitalised forthwith, i.e. within 24 hours after the traffic accident in which the Insured suffered the injury. The Work Incapacitation must last at least until the agreed commencement of payments of insurance benefits stipulated in the Policy, and the Insured's Hospitalisation must last at least 24 hours. The Hospitalisation is deemed necessary from the medical point of view if the Insured was treated in the hospital inpatient section, and this due to the injury severity or due to the character of the medical treatment rendered.
2. The Insured must substantiate the Work Incapacitation claim incidence by presenting a copy of the form "Work Incapacitation Certificate", issued on the basis of regulations which set forth rules for the procedures of medical consultants concerning those insured who are entitled to sickness pay<sup>8</sup>, or a Work Incapacitation certificate issued for the Insurer in respect of those insured who are not entitled to sickness pay, as well as by presenting a credible document (Protocol of the Czech Republic Police) from which it is apparent that the Insured was injured in a traffic accident in which he/she was involved. If the traffic accident occurred abroad, by presenting an official document issued by a relevant authority of this country, with a Czech translation.
3. In a particular case Work Incapacitation duration and thus also the extent of insurance benefits may be determined by a Doctor nominated by the Insurer. The Parties may agree that the necessary duration of Work Incapacitation is to be determined by an independent medical facility, whereby all costs of drafting and issuing the medical certificate will be paid by the Party which requested

the drafting of the medical certificate.

4. A certificate of commencement, duration and termination of Work Incapacitation issued by a Doctor who is the Insured's spouse, parent, child or other person close to the Insured, does not suffice as substantiation of Work Incapacitation according to paragraph 2. Such document may not be issued by the Insured him/herself either, even though he/she is otherwise authorised to issue Work Incapacitation certificates.
5. A claim incident Hospitalisation is the Insured's admission to inpatients section of a hospital which is under constant supervision of specialist physicians, which functions in line with the latest available knowledge of the medical science, has at its disposal adequate diagnostic and therapeutic facilities, works in accordance with generally scientifically recognised methods, and keeps records about the state of health and treatment progress (medical documentation). A claim incident commences the moment the Insured is admitted for Hospitalisation and ends the moment the Hospitalisation is no longer necessary from the medical point of view, unless set forth hereunder otherwise (Clause 10, paragraph 2 of VPP).
6. The Insured must substantiate the Hospitalisation claim incident by presenting a document of a medical care rendered in the inpatient section of a hospital, issued by the relevant medical facility<sup>9</sup>, as well as by a credible document (Protocol of the Czech Republic Police) from which it is apparent that the Insured was injured in a traffic accident in which he/she was involved. If the traffic accident occurred abroad, by presenting an official document issued by a relevant authority of this country, with a Czech translation.
7. In respect of from the medical point of view necessary Hospitalisation, the Insured has the freedom to choose from a selection of medical facilities. However, the insurance protection applies only to medical care in facilities defined in paragraph 5.
8. Claim incidents must be substantiated in a manner specified and within deadlines set in Article 18 of these VPP.

#### **INSURANCE BENEFITS PAID**

##### **Article 9 Sum insured**

Sum insured is the amount of insurance benefits (hereafter also referred to only as "benefits") stipulated in the Policy, to which the Insured is entitled per calendar day of Work Incapacitation or per calendar day of Hospitalisation.

##### **Article 10 Insurance benefits limit**

1. During Work Incapacitation the Insured is entitled to receive insurance benefits from the day specified in the Policy, after the end of a waiting period. Insurance benefits are guaranteed throughout the insurance term, and in the event of a claim their payment is time-limited to a time period stipulated in the Policy (insurance benefits limit). The payment of insurance benefits ends at the latest upon the Insurance lapse.
2. During Hospitalisation the Insured is entitled to receive insurance benefits for each day of Hospitalisation which is from the medical point of view necessary, and the benefits are provided for the period of time stipulated in the Policy (insurance benefits limit), whereby the day the Insured is admitted for Hospitalisation and the day the Insured is released are added up and for the purpose of insurance benefits count as one day. The payment of insurance benefits ends at the latest upon the Insurance lapse.

##### **Article 11 Eligibility for insurance benefits**

1. Decision concerning the eligibility for insurance benefits and the amount to be paid is made by the Insurer in accordance with the Policy and based on documents presented by the Insured, the Policyholder or the Beneficiary.
2. The Insurer reserves the right to verify the presented documents, and has the right to request expert opinions. In addition the Insurer has the right to consult or seek an expert opinion for complicated claims, and this before paying insurance benefits.

##### **Article 12 Insurance benefits reduction**

1. The Insurer has the right to reduce insurance benefits:
  - a) if the Policyholder or the Insured has violated any of the

<sup>8</sup> Act No. 54/1956, the Employee Sickness Insurance Act, in its current version.

<sup>9</sup> Hospital release report

obligations set forth by the Act or stipulated in the Policy and if as a consequence a lower premium has been determined;

- b) if the violation of obligations set forth by the Act or stipulated in the Policy had a significant influence on the claim incidence or its course, or if it resulted in more severe consequences of the claim incident, or if it had an impact on determining the amount of insurance benefits to be paid.
2. If the actualities stated in paragraph 1 under letter a) materialise, the Insurer will have the right to reasonably reduce the insurance benefits. If the actualities stated in paragraph 1 under letter b) materialise, the Insurer will have the right to reduce the insurance benefits paid in the same proportion the violation had on the extent of the Insured's liability to pay insurance benefits.

#### **Article 13**

##### **Exclusions from Insurance**

1. The Insurer will not pay insurance benefits for an injury suffered in a traffic accident:
  - a) which occurred in connection with an act of war, civil war, civil disturbances or a terrorist attack or in a direct connection to these events;
  - b) If the Insured suffered the injury while driving a motor vehicle under the influence of alcohol or habit-forming drugs, misuse of medical drugs, or while being poisoned due to the consumption of solid or liquid or gaseous substances;
  - c) which the Insured had suffered before the Insurance inception date;
  - d) a work injury;
  - e) when the Insured attempted to commit suicide or deliberately mutilated him/herself;
  - f) if the Insured has suffered the injury in connection with a criminal activity he/she has committed and for which he/she has been found guilty by a court of law;
  - g) if the Insured has seriously violated provisions of the Road Traffic Act, especially by driving a motor vehicle without a valid driver's licence, used for the transport of or transported people on parts of a motor vehicle which are not designated for transporting people, or transported more people than the

number permitted according to the motor vehicle's Vehicle Registration Certificate, or drove a motor vehicle which was not roadworthy to be driven on public roads, etc.

- h) if the Insured has suffered the injury in connection with driving a motor vehicle in automobile or motorcycle competitions or practice runs for them, and this irrespective of who has organised or held such competitions and to what extent were these competitions legal; the Insurer will also not be liable to pay insurance benefits in cases when the Insured participated in these competitions and practice runs for them as a co-driver (or as an organiser or a track marshal);
  - i) when treated in a sanatorium, spa facility or rehabilitation centre, except when treatment in such facilities is from the medical point of view an essential part of treating the injury suffered in a traffic accident and when the Insurer has expressed a written consent with such treatment, whereby both these conditions must be satisfied simultaneously;
  - j) when hospitalised in a hospital facility which the Insurer has excluded from insurance cover;
  - k) when hospitalised to undergo cosmetic surgeries and operations which are from the medical point of view not essential;
  - l) when the Insured did not stay in the hospital at all or if the Insured's Hospitalisation lasted less than 24 hours.
2. Furthermore, the Insurer will not be liable to pay insurance benefits:
- a) during the Insured's Work Incapacitation or Insured's Hospitalisation for which the Insured failed to present to the Insurer within the set deadline a Work Incapacitation or Hospitalisation certificate and any other documents concerning the claim and requested by the Insurer, if the Insurer asked the Insured to present these documents and warned the Insured about the consequences of failing to do so;
  - b) for the time of Work Incapacitation starting from the day on which the Insured refused to have his/her state of health examined by a Doctor nominated by the Insurer, or the day on which the Insured failed to keep

an appointment for an examination without a prior excuse, or if he/she refused to be examined;

- c) during the Insured's Work Incapacitation until the claim incident has been reported in accordance with Article 18, paragraph 2 of these VPP;
  - d) during the time of Work Incapacitation starting from the day on which the Insurer or a relevant state administration authority found out that the Insured had violated the treatment regimen, i.e. especially if the Insured had been during the time of Work Incapacitation working as an employee or as an entrepreneur or was conducting activities as self-employed, including management or control activities, or if they found out that the Insured had been absent during the time of Work Incapacitation from the place specified by the Doctor in the Work Incapacitation certificate;
  - e) during the time of the Insured's Work Incapacitation or Hospitalisation which was invoked merely by the need to treat injuries which the Insured has suffered in a traffic accident, if the traffic accident has taken place more than one year ago.
3. If the Doctor nominated by the Insurer declares, based on received medical documentation and reports of medical consultants, an end of the Work Incapacitation necessary to treat the injury suffered, the claim and the Insurer's liability to provide insurance benefits (to pay further benefits) ends on this day.

#### **Article 14**

##### **Payment of insurance benefits**

1. The Insurer provides insurance benefits from the Policy either to the Insured or to a person who, as a consequence of a claim incident, becomes entitled to receive insurance benefits (hereafter referred to only as "Beneficiary"), and this in the form of either a lump sum or repeated payments.
2. The Insurer must, after a claim has been reported together with a request for insurance benefits, launch without undue delay an investigation of the claim incident, and conclude the investigation within three months after having had the claim reported; this deadline may be extended.
3. If the Insurer is unable to conclude the claim investigation within three

months after having had the claim reported, he must give the Beneficiary the reasons why the investigation could not be concluded, and at the Beneficiary's request provide a commensurate advance payment.

4. Insurance benefits are payable within 15 days after the Insurer has concluded the claim investigation necessary to establish the extent of his liability to pay insurance benefits. The investigation is deemed concluded when the Insurer has notified the Beneficiary about the investigation's outcome.
5. The Insurer is liable to pay insurance benefits provided all conditions specified in these VPP have been met.
6. If the Insurer is liable to pay insurance benefits for a period longer than one month, the benefits are paid once a month, always after the Insurer has received an affirmation of entitlement for further insurance benefits.
7. The Insurer shall not be deemed in default of payment of insurance benefits for a period of time during which the Insured, the Policyholder or the Beneficiary was in violation of fulfilling their obligations which they have undertaken in the Policy to fulfil, or which they are obliged to fulfil on the basis of these VPP.
8. If insurance benefits have been paid to a person who claimed an entitlement to them but to which this person for whatever the reason was not eligible, then the recipient of the insurance benefits which have been incorrectly paid to him/her, must return the monies received, even if the Insurance has already lapsed.

#### **Article 15**

##### **Insurance benefits currency**

Premium and insurance benefits are payable in the Czech Republic in the currency which is, as of the payment due date, designated by a special regulation as a legal tender in the Czech Republic.

#### **INSURED'S AND POLICYHOLDER'S OBLIGATIONS**

#### **Article 16**

##### **Insurer's questions**

1. An integral part of the Insurance Policy are Insurer's written questions concerning the Insurance, especially when verifying the incidence of and investigating a claim. This information must be given to the Insurer, and the Insured, the Policyholder and the Beneficiary

must answer each and every written question concerning the Insurance and asked by the Insurer.

2. Any deliberately or due to negligence untruthfully or incompletely answered Insurer's written questions may, as a consequence, result in a reduction of insurance benefits paid, in the Insurer's withdrawal from the Policy<sup>10</sup>, or in the Insurer's refusal to pay insurance benefits from the Policy<sup>11</sup>.

#### **Article 17**

##### **Obligation to notify**

1. The Policyholder and, if Policyholder and Insured are two different persons then also the Insured, must, when claiming insurance benefits from Work Incapacitation Insurance, without undue delay, however not later than within 15 days after the actuality has taken place, notify the Insurer in writing about any changes in the identification data<sup>12</sup> stated in the Insurance Policy, or changes in the Insured's Doctor and his address.
2. Furthermore, the Policyholder must notify the Insurer if he/she is no longer eligible to drive motor vehicles (his/her driver's licence has been withdrawn, he/she has been banned from driving motor vehicles, etc.).
3. These persons fulfil these obligations at their own cost. The obligation to notify is deemed fulfilled on the day the notification is presented to the Insurer.

#### **Article 18**

##### **Insured's obligations in the event of a claim**

1. The Insured or the person entitled to receive insurance benefits must notify the Insurer timely and in writing when a claim incident has occurred, and present documents substantiating his/her Work Incapacitation or Hospitalisation (Article 8 of VPP) due to injury suffered in a traffic accident, as well as any other documents which the Insurer may have requested. The Insurer will keep these documents.
2. By timely notification of a claim incident from Work Incapacitation Insurance is understood a

notification made at the latest on the day of an agreed commencement of insurance benefits payments, and, if for legitimate reasons this obligation cannot be fulfilled, then the obligation must be fulfilled as soon as the legitimate reasons have fallen away. If the Insured's Work Incapacitation lasts more than two months, he/she must present to the Insurer documents substantiating the Work Incapacitation continuation after each ordered medical check-up, however, at least once a month.

3. In the event of Hospitalisation, the Insured must present to the Insurer documents substantiating that he/she is receiving care at a hospital's inpatients section, as well as other documents as set forth by Article 8, paragraph 6 of VPP, and this within 30 days after the Hospitalisation has ended. In the event of long-term Hospitalisation, if the Insurer provides at the Insured's request an advance payment (advance payments) of insurance benefits, the Insured's entitlement must be substantiated by documents giving details about the Hospitalisation's progress and duration.
4. Documents by which the Insured substantiates his/her Work Incapacitation or Hospitalisation and its duration, must contain the Insured's identification data (first name and surname of the treated person, his/her identity number and address), medical documentation containing a diagnosis according to the ICD classification, the start and end date of the Work Incapacitation or Hospitalisation, as well as other necessary information requested by the Insurer.
5. The Insured, the Policyholder and, where applicable, the Beneficiary, must allow the Insurer, including persons authorised by the Insurer, to check whether the undertakings from the Policy have been complied with, especially to check whether the therapeutic regimen is being adhered to, the Work Incapacitation or Hospitalisation and its duration has been substantiated, and other facts necessary for determining the amount and extent of insurance benefits to be paid, and must render necessary collaboration.
6. The Insured must, while work incapacitated, remain at the place of his/her residence, except when hospitalised or when he/she leaves the place of residence with a prior written permission of his/her Doctor, or when the Insured stays outside of

<sup>10</sup>See the provisions of Article 23 of the Insurance Policy Act in its current version.

<sup>11</sup> See the provisions of Article 24 of the Insurance Policy Act in its current version.

<sup>12</sup> See the provisions of Article 4, paragraphs 2 and 3 of the Insurance Policy Act in its current version.



the place of residence and is work incapacitated due to an injury suffered in a traffic accident which occurred in this place, and when returning to the place of his/her residence is for medical reasons not possible.

7. The Insured must endeavour to regain his/her capacity to work. The Insured must first of all conscientiously follow the instructions given to him/her by the Doctor, observe the therapeutic regimen (including an outing schedule) and exclude any activities which may his/her recovery.

## **ESTABLISHING STATE OF HEALTH**

### **Article 19**

#### **Investigating state of health**

1. The Insurer has the right to investigate and establish the Insured's state of health<sup>13</sup> as part of a claim investigation, and this on the basis of reports requested with the Insured's consent from Doctors, from complete medical documentation and reports requested from the medical facilities in which the Insured is being treated or in which the Insured's state of health was assessed, as well as by means of an examination or check-up carried out by a Doctor nominated by the Insurer. The Insurer establishes the Insured's state of health through nominated medical facilities.
2. The Insured grants the Insurer a permission to have his/her state of health investigated by concluding the Policy, or at the Insurer's request.
3. The Insured must allow the Insurer to obtain all medical documentation which the Insurer has requested.
4. The Insured must, at an Insurer's request, undergo an examination by a Doctor nominated by the Insurer, and this within the deadline set by the Insurer. If the Insured cannot for legitimate reasons undergo the examination, he/she must inform the Insurer on time about the reasons which prevented him/her from fulfilling this obligation, and arrange with the Insurer an alternative appointment for the examination.
5. The Insurer may use the facts he found out when investigating the Insured's state of health only for the purposes of issuing the Policy and fulfilling his obligations from the

Insurance, otherwise only with an Insured's explicit permission.

## **INSURANCE AMENDMENTS AND INTERRUPTION**

### **Article 20**

#### **Policy amendments**

1. The Parties may agree to amend the Insurance. The agreement to amend the Insurance must be executed in writing and signed by the Parties involved. The Insurer must give one copy of the agreement to the Policyholder.
2. If the Parties agree to amend an insurance cover already stipulated in the Policy, the Insurer will pay from the amended Insurance only for claims which occur at the earliest on the day on which the amended Insurance became effective.
3. After the Insurance has been amended, the amendments become effective from 00:00 hours on the day which the Parties have agreed to be the Insurance amendment effective date.

### **Article 21**

#### **Insurance interruption**

1. The Insurance may be during the insurance term interrupted<sup>14</sup> by agreement between the Insurer and the Policyholder. During the Insurance interruption the obligation to pay premium is suspended and no entitlement for insurance benefits arises from claim incidents which occur while the Insurance is interrupted and which otherwise would have been deemed claim incidents.
2. The Insurance is always interrupted for the period of time during which the Insured lost the permit (technical eligibility) to drive motor vehicles, e.g. due to having his/her driver's licence withdrawn, having been punished by imposing a ban on him/her to drive motor vehicles, etc., or when the Insured ceased to be medically fit to drive motor vehicles.
3. The time of Insurance interruption counts towards the insurance term. During the Insurance interruption the Policyholder must pay a fee to cover the costs of administering the Insurance.
4. The Insurance cannot be interrupted if premium payment is in arrears for more than two months.

### **Article 22**

#### **Delivery of correspondence**

1. Correspondence addressed to the Insured, the Policyholder or the Beneficiary (hereafter referred to only as "Addressee") is usually delivered through the holder of a postal services licence (hereafter only "Post Office") to the last address known to the Insurer of the Party to whom it is intended for (hereafter only "Place of Delivery"). In the event of a claim, correspondence is delivered only to the place specified by the Addressee's Doctor as an "exact address during Work Incapacitation", and stated in the "Work Incapacitation certificate".
2. If the Addressee is not found at the Place of Delivery although he/she is staying there and the correspondence could not be delivered through a third party either, the correspondence is deposited at the local Post Office branch and the Addressee is asked in a suitable manner to collect the correspondence. The correspondence is deemed collected on the day of being deposited, even if the Addressee was unaware that the correspondence had been deposited.
3. If the Addressee does not stay at the Place of Delivery without having advised the Insurer accordingly, the correspondence will be deemed delivered on the day when it was returned back to the Insurer as undeliverable. If the Addressee refuses to accept the correspondence, the correspondence will be deemed delivered on the day on which the Addressee refused to accept it.
4. Correspondence addressed and delivered to the Insurer is deemed delivered on the day on which the Insurer confirmed its receipt.
5. If the Policyholder (the Insured) notifies the Insurer in advance about the change of his/her address, or provides an address where to deliver the correspondence during an exactly specified and delimited period of time in which he/she will be absent from the Place of Delivery, then the Insurer will mail correspondence to this address during the time period stated in the notification.
6. The Insurer mails correspondence to the Addressee only to addresses in the Czech Republic.

## **FINAL PROVISIONS**

### **Article 23**

#### **Form of legal acts**

<sup>13</sup>See the provisions of Article 50 of the Insurance Policy Act in its current version.

<sup>14</sup> See the provisions of Article 18 of the Insurance Policy Act in its current version.

1. All acts necessary to conclude an Insurance Policy, amendments and annexes thereto, acts concerning Insurance interruption, amendments or termination, as well as any other acts concerning the Insurance, must be executed in a written form.
2. An Insurance Policy can be concluded by accepting the Insurer's policy proposal and paying premium in the amount specified in the Policy proposal and within the deadline set by the Insurer, or, if not set, within the deadline set forth by the Act<sup>15</sup>.
3. As an act as per paragraph 1 are also regarded the Insurer's questions concerning the Insured's state of health, or other questions asked the person with whom the Insurer concludes the Insurance Policy (hereafter only "Prospective Policyholder"), and answers to these questions.

**Article 24**  
**Competences of Courts and Choice of Legislation**

Any disputes arising from this Sickness Insurance will be resolved before a competent court in the Czech Republic, according to the laws applicable in the Czech Republic.

**Article 25**

**Reimbursement of Expenses**

The Insurer has the right to be reimbursed for special expenses for acts which have been carried out at the request of the Parties to the Insurance. The expenses will be determined by the Insurer in accordance with the current Tariffs for Acts Subject to Fees, available at the Insurer's headquarters. These expenses are primarily reimbursed by offsetting mutual receivable, and if this is not possible, paid in advance.

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These General Insurance Terms and Conditions have been approved by the Board of Directors of Česká pojišťovna ZDRAVÍ a.s. on 7<sup>th</sup> July 2008.

**These General Insurance Terms and Conditions become effective on 7<sup>th</sup> July 2008.**

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<sup>15</sup> See the provisions of Article 6, paragraph 2 of the Insurance Policy Act in its current version.