

## GENERAL INSURANCE TERMS AND CONDITIONS FOR COMPREHENSIVE MEDICAL CARE INSURANCE OF FOREIGNERS (VPP/810-15)

### Article I. Introductory Provisions

1. Rights and obligations of the participants of this contract are regulated by the relevant legal provisions of the Czech Republic, in particular by the provisions of the legal Act 326/1999 Coll., on the Residence of Foreign Nationals in the Territory of the Czech Republic, as amended, legal Act No 89/2012 Coll., Civil Code, as amended, these insurance terms and conditions, and other provisions mentioned in the insurance contract.
2. Contractual parties are, on the one side, the policy-holder, on the other side, the Insurer: Maxima pojistovna, a.s., with legal address at Italska 1583/24, Praha 2, 120 00, INN: 61328464, registered in the Trade register of the City Court of Prague, part B, file 3314 (hereinafter, the Insurer).
3. Insurance is concluded as non-cumulative insurance.
4. This insurance applies to all the types of legally acknowledged residence of foreigners, excluding those types of residence where the physical entity is obligatory insured in the frames of public health insurance in Czech republic in accordance with special legal regulations.
5. This insurance answers the requirements of the legal act 326/1999, on the Residence of Foreign Nationals in the Territory of the Czech Republic, as amended, for Comprehensive medical insurance for foreigners as of § 180i and following.

### Article II. Explanation of Terms

1. **Policy-holder** is a person who concludes the insurance contract with the Insurer.
2. **Insured person** is a person, who is not a citizen of the Czech Republic (hereinafter "CR"), whose health the insurance applies to and who stays on the territory of the Czech Republic on the basis of a valid residence permit issued in accordance with legal requirements of the CR.
3. **Authorised person** is a person who is entitled to the insurance benefits in the result of an insured event on the grounds of the documented proof that he or she carried expenses which are covered by this insurance contract.
4. **Loss event** is an event which results in a loss and which may present grounds for an insurance claim.
5. **Insured event** is an accidental event specified in article V which is related to the inception of the Insurer's obligation to provide insurance cover.
6. **Insured risk** is a possible cause of an injury or illness of the Insured person, excluding the causes and cases, which are explicitly determined in Insurance Exclusions or which are not covered in the scope of insurance according to insurance provisions.
7. **Comprehensive (complex) healthcare insurance** is understood to be the healthcare provided to the Insured person in a contractual medical facility without direct payment by the Insured of the expenses for the medical care the aim of which is to restore the Insured's health to such a state as it was found in before the insurance contract conclusion. Part of complex medical care is also certain preventive and dispensary medical treatment as well as medical care related to pregnancy and childbirth which is further specified by insurance conditions.

8. **Indispensable medical care** is understood to be a medical examination, diagnosis determination, treatment of acute health conditions which, from the medical point of view, call for application of medical treatment immediately or in a very short period.
9. **Emergency medical services** is understood to be a medical examination, diagnosis determination, treatment of acute health condition which is related to the possibility of damage of basic life functions and also such health condition when, from the medical point of view, the delay in treatment may cause a serious damage to health and put the life of the Insured in danger.
10. **Accidental injury** is understood to be unexpected and abrupt impact of external force or own bodily force independent of the Insured's will which happened in the period of insurance validity.
11. **Repatriation** is a transfer of the Insured or the bodily remains of the Insured to the Czech Republic or the state which issued the Insured's passport, or to another state where the Insured has a residence permit.
12. **Health insurance document** is a document issued to the Insured in the moment of the contract signature. This document serves as a proof of the existence of the insurance contract and indicates its scope.
13. **Assistance company** is a third party which is indicated in the insurance contract, and which on the basis of a contract with the Insurer provides assistance services to the Insured persons in the scope of call-centre support under the conditions specified in the insurance contract and these terms and conditions. The contact details of the assistance service are indicated in the insurance contract.
14. **Transit** is the transportation of the Insured which starts (or finishes) on the territory of the CR and it is headed directly to (or from) the state which is the domestic state of the Insured or where he/she has a legal residence permit and which does not last longer than 24 hours and it is certified by a respective travel document or the bill for the fuel used for the transit.
16. **Dispensary care** is understood to be medical care with the purpose of active and long-term monitoring of the health condition of the Insured who is ill or is under threat of illness or deterioration of health, when based on the development of the illness it is possible to expect a change of the health condition which if revealed timely can cardinaly influence further treatment and development of the illness.
17. **The Schengen space** is the territory of states who signed the Schengen agreement (Belgium, Czech Republic, Denmark, Estonia, Finland, France, Italy, Lithuania, Latvia, Luxemburg, Malta, Hungary, Germany, Holland, Norway, Poland, Portugal, Austria, Greece, Slovak Republic, Spain, Sweden, and Switzerland)

### Article III. Subject of Insurance

1. The subject of insurance is the compensation of adequate and indispensable expenses for the comprehensive medical care which had to be provided to the Insured in a medical facility in Czech Republic or medical care related to pregnancy or childbirth of the Insured. The subject of insurance can only be considered such medical care which is intended to restore the patient's state of health to that condition which it was found in before contract conclusion in agreement with the legal act on Residence of Foreign Nationals in the Territory of CR.
2. The subject of insurance is also, if agreed in the insurance contract, the compensation of emergency indispensable medical care which was provided to the insured in the result of deterioration of health in the period of stay on the territory of Schengen space beyond the borders of the Czech Republic. Insurance indemnity is related only to the tourist stay of the Insured (excluding any type of short-term profitmaking), at this the length of each such stay should not be longer than 30 days.
3. Insurance also covers the expenses for repatriation. In case of the loss event happening in the transit country the insurance indemnity covers only the expenses of emergency and indispensable medical treatment.
4. If the Insured's health condition allows the medical treatment will

be provided by a contractual medical institution of the Insurer listed at the web address: [www.maximapojistovna.cz](http://www.maximapojistovna.cz). Otherwise, the medical treatment to the Insured will be provided by a chosen medical institution or a doctor with a respective expertise.

#### **Article IV. Territorial Cover**

1. Insurance covers the losses which take place on the territory of the Czech republic or the transit states.
2. If agreed in the insurance contract, the insurance also covers the loss events which took place on the territory of Schengen space beyond the territory of Czech Republic.

#### **Article V. Insured Event, Origin of Loss, and the Scope of Insurance Claims**

1. Insured event is
  - a) the provision of comprehensive medical services to the Insured in the result of his/her injury or illness
  - b) repatriation of the Insured
  - c) provision of preventive care in the scope defined in part 3 of the Article and the dispensary care.
2. Comprehensive medical care includes:
  - a) all necessary examinations needed for determining the diagnosis and treatment procedure,
  - b) indispensable treatment,
  - c) indispensable hospitalization of the Insured in a room with standard facilities,
  - d) medical examinations of the Insured in the period of pregnancy,
  - e) childbirth,
  - f) necessary surgery treatment including related indispensable costs;
  - g) efficiently used medical materials and medicaments,
  - h) indispensable, from medical point of view, transportation of the Insured in a vehicle of medical transportation service from the place of the loss event occurrence to the nearest medical facility or transportation of the Insured to the nearest medical facility which can provide the required medical care,
  - i) dental care of the Insured with the purpose of acute pain elimination or treatment of the consequences of an accidental injury up to the limit stated in the insurance contract
  - j) standard post-injury rehabilitative care prescribed by the attending physician.
3. Preventive care included in the complex medical care includes:
  - a) preventive paediatric care provided to the child if the child is determined as "Insured" in the insurance contract in the scope of the regulation No70/2012 Coll.,
  - b) once a year a preventive examination by the general practitioner,
  - c) once a year an examination of an insured woman by the gynaecologist,
  - d) once a year a preventive examination by the dentist,
  - e) once every four years (continuous health insurance with the insurer) a preventive examination by an ophthalmologist for the insured between the ages of 45 and 61,
  - f) Covid 19 vaccination, if specified in the insurance contract.

#### **Article VI. Insurance Compensation**

1. The upper limit of the insurance benefits for one insured event is the limit of insurance cover indicated in the insurance contract. In the insurance contract there is also indicated a total limit of insurance indemnity for all the insured events which happened in the period of insurance.
2. The loss event should be reported to the Insurer via the assistance service. In cases when this procedure is not technically possible, it is possible to notify the loss event directly to the Insurer in written form, or by fax or by e-mail. The notification of the loss event must be carried out without undue delay in the period of 24 hours after the loss event occurrence, if Insured's health condition allows.
3. The Insurer provides insurance compensation for medical treatment in the Czech Republic in domestic currency. In case of payment in the foreign currency an average exchange rate of a

respective currency announced by Czech National Bank to the day of loss event occurrence will be used.

4. Insurance benefits are payable in the period of up to 15 days after the investigation necessary for determination of the scope of the Insurer's obligations is completed. The investigation is considered completed in the moment when the Insurer announces the results of the investigation to the authorised person.
5. Insurer settles the expenses to the medical institution, to the Insured or other person who has carried such documented expenses.
6. Insurance compensation for the loss events occurring on the territory of the Czech Republic will be provided in the scope and in the amount which corresponds to the scope of expenses of public health insurance in the Czech Republic in a similar case, if it is not otherwise agreed with a medical facility.
7. Insurance compensation for the events which occurred in the transit countries or, if agreed by the contract, in the countries of Schengen space beyond the territory of Czech republic, will be provided in the scope and to the amount of the emergency and indispensable medical treatment corresponding to the similar expenses of the public healthcare in Czech republic, if not agreed otherwise with the medical institution.
8. If the Insured makes direct payment of the expenses in a medical institution in the Czech Republic which are the subject of insurance coverage, the Insured must provide the original copies of the documents certifying the occurrence of the loss event, the scope of the loss, and the amount of the expenses related to it. In case that the expenses for provided medical treatment exceeded the amounts corresponding to the public health insurance in the Czech Republic, the Insurer may decrease the compensation amount to this scope.

#### **Article VII. Insurance Exclusions**

1. This insurance does not cover the losses which occurred:
  - a) due to purposeful arrival to the Czech republic with the aim to undergo medical treatment including the transit to the Czech Republic (i.e. health tourism),
  - b) in the period when the Insured participates in the public health insurance program in the Czech Republic,
  - c) as a result of or related to the illness or injury the cause or the symptoms of which took place before the conclusion of the contract.
2. The Insurer does not provide insurance compensation for losses in case of:
  - a) treatment which was not provided to the Insured in a medical facility or by a medical specialist with a legally recognized medical practice authorisation, also not in case of application of method not acknowledged by medical science,
  - b) a loss event occurred due to provable violation of the prescribed medical treatment or the regime prescribed by a doctor, except for injuries,
  - c) the loss event was intentionally caused by the Insured, except for injuries
  - d) the loss event happened by fault or by contributory fault of the Insured, except from injuries
  - e) the loss event happened by fault of the Insured under the influence of alcohol or medication or under influence of drugs or psychotropic substances, except of injuries,
  - f) undergoing long-term physiotherapeutic care if it is not indispensable for treatment of imminent health condition complications,
  - g) expenses on medical cosmetic or aesthetic treatment which is not related to medical purposes,

#### **Article VIII. Insurance Contract**

1. Insurance contract is concluded by signature of the written contract by both contractual parties. The insurance contract can also be concluded by means of performing the payment of the insurance premium in the amount stated on the insurance contract form within 30 days of completion of the form; otherwise, the draft of the insurance contract shall expire.

2. By concluding the insurance contract the Policy-holder gives consent to the Insurer's providing to the Foreigners police department a remote access to the information from the insurance contract in relation to the duties of the Foreigners police department related to the act No326/1999Call, on the Foreigners stay on the territory of Czech Republic, as amended.

#### **Article IX.**

##### **Insurance Period, Inception and Termination of Insurance**

1. The insurance is concluded for a certain period which is indicated in the insurance contract.
2. The insurance starts on the day following the day of the signature of the contract, if a later date is not agreed in the contract.
3. One of conditions for insurance inception and validity is a legal residence permit of the Insured on the territory of the Czech Republic or, if it is agreed in the contract, on the territory of the Schengen space beyond the borders of Czech republic with fulfilment of all necessary legal requirements.
4. The insurance period cannot be interrupted.
5. Insurance terminates on occurrence of any of the following facts:
  - a) insurance period expiry, at 00:00 of the day defined as the end of insurance,
  - b) death of the Insured,
  - c) termination of the residence permit of the Insured on the territory of the Czech Republic or on the day of coming into force of the resolution on deportation or administrative expulsion,
  - d) on the day on which the Insured became a participant in public health insurance pursuant to Act No. 48/1997 Coll., on public health insurance (on the basis of an employment relationship in the Czech Republic or by obtaining permanent residence in the Czech Republic), but not before the Insurer was demonstrably informed thereof,
  - e) withdrawal from the insurance contract.
6. In case of settling the expenses for the medical treatment related to the pregnancy and childbirth the waiting period of 8 months from the start of insurance is applied, during which the insurance does not cover childbirth or pregnant mother care. The waiting period cannot be applied in relation to the insurance of the Pregnancy type. Upon request of the Insured at any point of the insurance duration the type of insurance can be changed to the Pregnancy type provided the additional payment of the insurance premiums based on the Pregnancy tariff was done.

#### **Article X.**

##### **Insurance Premiums**

1. The amount of the insurance premiums is determined in the insurance contract.
2. Insurance premiums are paid as a lump sum.
3. The Insurer is entitled to insurance premium for the term of the insurance. If the insurance expires as a result of an insured event, the Insurer shall be entitled to the full amount of the one-off insurance premium.
4. Insurance premiums are considered as paid on the day when the money is credited to the Insurer's account in full amount. The insurance contract can determine different insurance premiums payment conditions.

#### **Article XI.**

##### **Rights and Obligations of the Insured**

1. Apart from other obligations determined by legal regulations the Insured is obliged to:
    - a) provide truthful and complete answers to all the questions of the Insurer regarding the insurance that is being concluded, the same applies to loss event settlement,
    - b) notify the Insurer without undue delay of all changes concerning the circumstances which the Insurer was interested in, or which are entered in the insurance contract,
    - c) inform the Insurer about all insurance contracts valid to the day of loss event the subject of which is the risk of similar nature,
    - d) take all possible effort to prevent the loss event occurrence and to minimize the scope of the event,
  - e) follow instructions and recommendations of medical personnel
  - f) comply with regulations of public health protection,
  - g) undergo, in accordance with doctor's instructions, necessary examination or treatment,
  - h) undergo on request of the Insurer an examination by a doctor, determined by the Insurer, if such an examination is reasonable from the Insurer's point of view in the given circumstance,
  - i) on request of the Insurer to exempt a third party of confidentiality (in particular, medical institutions) with regards to information related to the loss event.
2. In case of a loss event, the Insured is obliged:
    - a) Inform assistance service about all facts important in relation to the insurance claim in the frames of this insurance and follow the assistance service instructions,
    - b) to take all necessary measures which can be reasonably demanded in given circumstance to prevent further deterioration of health condition and mitigate the consequences of the loss event ,
    - c) undergo a medical examination or treatment in a contractual medical facility of the Insurer , if possible. In this case the Insured is always obliged to show to the treating doctor the confirmation of insurance contract conclusion,
    - d) to notify without undue delay the bodies operating in criminal or offence trial of an event which took place in circumstances indicating commitment of an offence or a criminal act,
    - e) to proceed in such a way so as to make possible for the Insurer to claim loss compensation caused by the loss event from a third party, as well as to exercise his right for recourse and settlement, and in this connection to provide necessary cooperation to the Insurer,
    - f) to undergo repatriation if the Insured's health condition allows it and the Insured agrees to it.
  3. The policy-holder is obliged to familiarize the Insured with the content of the insurance contract and the insurance conditions.

#### **Article XII.**

##### **Determination of Health Condition of the Insured.**

1. Upon conclusion of the insurance contract the Insured is obliged to give true and full answers to all written questions related to the health conditions of the Insured. The same rule applies in cases of changes of insurance contract or change of the facts that were the subject of questions of the insurer when concluding the contract.
2. The Insurer is authorized to review the data related to Insured's health condition which was provided by the Insured to the medical institutions where he or she was undergoing treatment. The Insurer is also authorized to have the Insured re-examined by a doctor determined by the Insurer. The agreement of the Insured with the revision of the data and re-examination of his or her health condition is given by the Insured upon signature of the Contract. This agreement also relates to examination of the health condition in relation to the changes applied to insurance and with insurance compensation claims.
3. Determination of health condition or the cause of death is done on the basis of reports and excerpts from medication documentation requested by the Insurer or by medical institution authorized by the Insurer from the treating doctors, and in case of necessity also by means of an examination or by an investigation performed by the medical institution authorized by the Insurer. By his agreement the Insured exempts from confidentiality obligation his or her treating doctor, the provider of medical services, medical personal, other medical specialists and other persons providing medical services from which the Insurer requests the information.
4. Information about the Insured's health condition obtained by the Insurer is confidential and can be used only and exceptionally for the needs of this insurance contract.

#### **Article XIII.**

##### **Obligations of the Insurer**

Apart from other obligations which are defined by legal regulations the Insurer is obliged:

1. to give true and full answers to all written questions of the policy-holder or of the Insured related to the insurance contract which

is being concluded or the change of the insurance which is being negotiated.

2. to provide insurance compensation in case of a loss event occurrence, if all conditions for its payment are fulfilled;
3. after a loss event notification to begin without undue delay an investigation of the event with the aim to determine the scope of the insurance compensation he is obliged to pay;
4. to inform the authorised person about the results of the investigation necessary for determination of the scope and the amount of insurance compensation;
5. with the help of the company's assistance service to provide informational services to the Insured and respective medical facilities, including, in particular, certification of the validity of an insurance contract, finding an appropriate medical facility, or provision of information about certain insurance product. Also with the help of the assistance service the Insurer is obliged in case of necessity to supply to a medical facility the guarantee letter which guarantees the compensation of a certain amount of expenses on medical treatment related to a loss event.

#### **Article XIV.**

##### **Cession of Rights to the Insurer**

1. Consequently with the payment of the insurance compensation for the loss event, for which the Insured is entitled to claim the settlement of compensation from a third party, the Insured has to cede this right to the Insurer up to the amount of insurance compensation already provided by the Insurer.
2. If the Insurer carries other expenses caused by the authorised person or the Insured in relation to validation of this right, the Insurer is entitled to claim the settlement of these expenses from the authorised person/the Insured.

#### **Article XV.**

##### **Legal Actions and Delivery of Written Documents.**

1. The insurance contract and all legal acts related of the insurance must be in written form, if not agreed otherwise.
2. The documents related to the insurance contract are delivered:
  - a) By means of using services of a holder of the postal services licence in accordance to the special legal act to the last known address of the participant of the insurance;

- b) In person by an employee of the Insurer or by an authorized person by the Insurer,
- c) in electronic form to the e-mail address specified in the insurance contract

3. Written documents of the Insurer are considered as delivered on the day of accepting the delivered post, non-accepting of the post or returning of the documents as non-delivered, otherwise on a third calendar day after its sending. If the Insured or the Policy-holder was not reached at home, and the written documents of the Insurer were stored at the deliverer's, the documents are considered delivered on the last day of the storage period, even though the storage of these documents has not become known to the Insured or the Policy-holder.
4. If the Policy-holder or the Insured changes the address indicated in the insurance contract and do not notify this change to the Insurer in the written form, and written documents of the Insurer return as non-delivered, the post is considered delivered on the day when it returns to the Insurer, even though the sending of these documents has not become known to the Insured or the Policy-holder

#### **Article XVI.**

##### **Final Provisions**

1. The insurance contract and legal relationships arising from the contract are governed by legal regulations of the Czech Republic.
2. Disputes arising from the contract are to be settled in respective courts of the Czech Republic.
3. The language of communication is the Czech language. These Insurance Terms and Conditions are integral part of the insurance contract. If the Insurance Terms and Conditions, insurance contract or other documents are provided in multiple language variations, the Czech version is the considered decisive.
4. Regular expenses of the Insurer related to the inception and administration of the insurance contract constitute 30% of the written premiums (cancellation fee). In the case of premature expiry of insurance for reasons attributable to the Policy-holder, the Insurer shall apply a cancellation fee and shall settle the same as of the date of expiry of the insurance.
5. These insurance conditions come into force on the 5. 5. 2021.

## GENERAL TERMS AND CONDITIONS FOR CIVIL LIABILITY FOR DAMAGES (VPP-C/650-08)

### Article I. Introductory Provisions

General principles governing insurance policies for civil liability for damages are designated in the General Terms and Conditions for Comprehensive Health Insurance for Foreigners.

### Article II. Scope

A basic insurance policy covers cases in which the Policy Holder is liable under the law for damages caused to third parties, for which claims have been made.

Such insurance policy shall cover the following cases:

- a) damage to health and life;
- b) material damage to objects (destruction, damage, or loss), or animals (injury or death), including any eligible costs for treatment of the injured animals, up to an amount that would be spent by a reasonable breeder;
- c) subsequent material damage (subsequent financial damage) immediately preceded by damage defined in Letter b) of this Section;
- d) nonmaterial damage caused by unauthorized infringement of personal rights, designated on the basis of a final court decision.

### Article III. Insured Event

1. An insured event consists in the obligation on the part of the Policy Holder to satisfy claims for damages as defined in Section 2 of these General Terms and Conditions, provided the Policy Holder is obligated to satisfy claims for damages that originated as a result of his or her actions in regular civil life or as a result of a relationship that existed during the insurance period.
2. If the obligation to provide compensation for damages is decided by a competent authority, the Policy Holder is obligated to indemnify no sooner than as of the day on which the competent authority's decision concerning the degree of damages and the obligation of the Policy Holder to compensate for damages became effective.

### Article IV. Exceptions

1. The insurance policy does not cover compensation for the following types of damages:
  - a) nonmaterial damage, damage resulting from sexual harassment, breach of intellectual property rights, or originating under the influence of drugs;
  - b) damage caused intentionally;
  - c) damage accepted as part of a contract;
  - d) damage accepted over and above the framework designated by legal regulations or contractual provisions;
  - e) damage caused by the failure to fulfil one's obligation to warn the victims against any risk of a potential origin of a claim he/she knows of or should know about prior to the origin of the damage;
  - f) damage resulting from the fact that the Policy Holder did not step in to protect the victim, provided the Policy Holder created a dangerous situation or has it under his or her control;
  - g) damage caused by the failure to fulfil a statutory obligation to notify the victim of the fact that an obligation was breached, which might lead to the origin of a claim;
  - h) damage resulting from the fact that the Policy Holder, without undue delay, failed to notify the Insurer of the fact that the victim insisted on a compensation for damages in the form of restoring the original situation;

- i) damage caused by a breach of a contractual obligation by the Policy Holder prior to the conclusion of the insurance policy;
  - j) damage concerning objects used by the Policy Holder in an unauthorized manner.
2. Unless agreed otherwise in the insurance policy, the policy further does not cover the liability for following types of damage:
    - a) damage to objects accepted by the Policy Holder to carry out contracted activities (processing, repair, safekeeping, sales, storage, etc.);
    - b) damage to objects not owned but used by the Policy Holder in an authorized manner (rental, loan, etc.);
    - c) damage caused in relation with an activity subject to a legal regulation that dictates an obligation to conclude an insurance policy against damages or dictates that an insurance coverage originates without any conclusion of an insurance policy based upon other facts.
  3. The Insurer does not cover claims owed by the Policy Holder to:
    - a) persons close to the Policy Holder and persons who share a household with him or her;
    - b) partners to the Policy Holder and persons close to them;
    - c) business entities in which the Policy Holder, his or her partners or close persons own more than a 10% share.

### Article V. Place of Insurance

The insurance policy covers risks that materialized in the Czech Republic, without any limitations. Civil Liability Insurance as defined in DPP-C/630-08, Section I covers, in addition to the CR, also temporary stays of the Policy Holder abroad, specifically in countries whose geographical location falls within the boundaries of Europe, provided the length of each individual stay does not exceed three months from the moment the Policy Holder left the CR.

### Article VI. Indemnification and Co-Payment

1. The indemnification provided by the Insurer is limited by the amount of compensation for damages indicated in the policy and by the corresponding legal regulation under which the Policy Holder bears liability for the damage in question; or it is limited by a public authority's/arbitrator's decision on the amount of compensation for damages; however, the final amount shall not exceed the indemnification limit designated in the insurance policy. This applies to series of insured events, as well.
2. Unless designated otherwise in the insurance policy, the indemnification paid for risks materialized during the insurance period may not exceed the double of the indemnification limit designated in the insurance policy.
3. Should the sum of a compensation for a series of insured events exceed the contractual indemnification, the insurance company shall reduce the compensation paid to individual victims by an equally proportionate amount.
4. In addition, the Insurer shall be obligated to cover reasonable costs:
  - a) costs that correspond to attorney non-contractual remuneration for the defence of the Policy Holder in preliminary proceedings, and before the court of first instance, during criminal proceedings against the Policy Holder conducted in relation with the damages for which the Policy Holder is liable, provided the obligations indicated in Section 7, Subparagraph 1, Letters a) and d) have been fulfilled;
  - b) costs incurred as a result of civil proceedings for damages, if such proceedings were necessary to determine whether there is an obligation on part of the Policy Holder, or what the degree of damages is, provided the Policy Holder is liable for the damages in question, and provided that the obligations indicated in Section 7, Subparagraph 1, Letters a), b), c), e) have been fulfilled;
  - c) costs incurred as a result of defence of the Policy Holder before a court of appeal during proceedings concerning a compensation for damages—whose amount shall not exceed the non-contractual attorney remuneration—just as costs related to an outside-the-court settlement incurred to the victim, his or her representative, or the Policy Holder, if applicable, provided that the obligations designated in Section 7, Subparagraph 1, Letters e) and g) have been fulfilled, and if so designated in the insurance policy.

5. The Insurer shall not be obligated to provide indemnification if the Policy Holder:
    - a) without a prior agreement by the Insurer, recognized or satisfied—partially or in full—a proposal presented to him or her by the victim who claimed a compensation for damages that exceeded the co-payment amount agreed;
    - b) failed to raise an objection that the claim was time-barred, pledged—without an agreement by the Insurer—to pay the time-barred claim, or was party to a court settlement without an agreement by the Insurer.
  6. Should the Policy Holder disagree with the indemnification proposed by the Insurer, which corresponds to the claim placed by the victim, and decide to enter into or continue proceedings concerning a compensation for damages, the Insurer shall provide its indemnification up to the amount to be paid in accordance with the proposal by the Insurer.
7. The insurance policy includes a co-payment obligation of CZK 5,000. In case of a materialized risk, this amount shall be deducted from the indemnification calculated.

**Article VII.  
Policy Holder's Obligations**

1. In addition to any obligations designated by legal regulations, the Policy Holder shall be obligated to:
  - a) notify the Insurer in writing—without undue delay and indicating all the details concerning pertinent facts and persons—of any materialized risk that might serve as a basis for a claim for damages;
  - b) notify the Insurer in writing—without undue delay—of the fact that the victim submitted a claim for damages, provide the Policy Holder's opinion on the compensation claimed, and the specific amount, and authorize the Insurer to negotiate the claim on his or her behalf;
2. Should the Policy Holder breach his or her obligations indicated in Subparagraph 1 of this Section, the Insurer shall be entitled to reject or reduce its indemnification depending upon the degree of breach of obligations related to the indemnification amount.

**Article VIII.  
Validity**

These insurance terms and conditions become valid on 1 May 2018.

## ADDITIONAL INSURANCE TERMS AND CONDITIONS GOVERNING CIVIL LIABILITY FOR DAMAGES (DPP-C/630-08)

### Introductory Provisions

These Additional Insurance Terms and Conditions complement the General Insurance Conditions for Civil Liability for Damages VPP-C/650-08 (hereinafter „General Terms and Conditions“).

### SECTION I ADDITIONAL INSURANCE CONDITIONS GOVERNING LIABILITY INSURANCE POLICIES FOR REAL PROPERTY CIVIL LIABILITY

#### Article I. Insured Risks and Policy Holders

1. The insurance policy covers the Policy Holder's statutory liability for damages originated as a result of his or her activity or relationships in a regular civil life.
2. Under the Additional Terms and Conditions, the liability insurance policy covers the Policy Holder's liability for damage originating, in particular:
  - a) from the Policy Holder's everyday civil life activities;
  - b) from running a household and operating household appliances;
  - c) during relaxation and fun;
  - d) as a result of the Policy Holder's actions carried as a pedestrian or cyclist;
  - e) as a result of engaging in sports for health or relaxation, with the exception of contests, and professional sport activity;
  - f) as a result of the Policy Holder's actions as the owner or caretaker for pets and domestic animals;
  - g) as a result of the Policy Holder's actions as an owner, operator, or user of non-motorized vessels (including a windsurfing board) that is subject to registration at Státní Plavební Správa (Czech Navigation Administration);
  - h) further, the policy covers the following civil liability for:
    - help staff employed in the household of the Policy Holder for any damage caused to third parties during the performance of their duties, with the exception of any damage caused to the Policy Holder or co-Policy Holders;
    - persons entrusted with the care or regular maintenance of an apartment or animal (covered in accordance with Subparagraphs 1 and 2 of this Section), damage caused to third parties while performing the said duties, with the exception of damage caused to the Policy Holder or co-Policy Holder;
  - i) co-Policy Holders covered by the insurance policy are defined as the following persons sharing the Policy Holder's household:
    - husband/wife or partner of the Policy Holder;
    - children up to 26 years of age, including step children; adoptees of the Policy Holder or his or her partner, and children entrusted to the foster care of the Policy Holder, his wife/her husband, or partner.

#### Article II. Special Exclusions from Insurance Coverage

1. In addition to general exclusions indicated in Art. 4, VPP-C/650-08, the insurance policy does not cover the Policy Holder's liability for:
  - a) damage to objects or financial damage created by gradual leakage of gasoline, oil, or other liquids from containers or tanks, or by being gradually exposed to high temperature, gases, vapours, moisture, sediments (ashes, smoke, rust, dust, etc.), radiation of all kind, waste of all kind, growing fungi, soil compression, landslides, shocks due to demolition, standing flood water, or running water;
  - b) damage caused by the introduction or spreading of contagious human, animal, or plant disease,
  - c) products;
  - d) damage resulting from the fulfilment of work tasks under employment relationships (including obligations of a cooperative member) or in direct relation with it;

- e) damage caused by the operation of aircrafts or motorized vessels;
- f) damage caused during the exercise of hunting rights;
- g) damage caused to objects transported by the Policy Holder by a means of transport operated by him or her outside the framework of any transport agreement,
- h) damage to meadows, trees, as well as to garden, field, and forest cultures caused by animals while grazing or free-range animals;
- i) damage caused as a result of active participation in horse races and sport contests of all kinds, as well as preparation for them;
- j) damage caused by animals held captive to gain profit.

### SECTION II ADDITIONAL INSURANCE CONDITIONS GOVERNING LIABILITY INSURANCE POLICIES FOR REAL PROPERTY OWNERS, HOLDERS, TENANTS, OR MANAGERS

#### Article I. Insured Risks and Policy Holders

1. The liability insurance policy covers Policy Holder's statutory liability for damages to another individual's life, health, or assets in relation with:
  - a) real estate property ownership, holding, lease, or management indicated in the insurance policy;
  - b) the ownership and operation of a piece of equipment in a building designated for tenants;
  - c) the ownership of a building or construction site indicated in the insurance policy, and the ownership or use of the land associated with the real estate property;
  - d) construction work.
2. In accordance with Par. 1 of this Section, co-Policy Holders covered by the insurance policy are defined as follows:
  - a) persons authorized by the Policy Holder to clean and maintain pavements, stairways, hallways, and outdoor areas associated with the real property indicated in the insurance policy, provided their actions taken during carrying out their duties constitute a statutory civil obligation to provide compensation for damages caused to third parties;
  - b) natural persons authorized to carry out supervision over the construction work;
  - c) natural persons helping the Policy Holder on the construction site, provided their actions during carrying out their duties constitute a statutory civil obligation to provide compensation for damages caused to third parties;

#### Article II. Special Exclusions from Insurance Coverage

In addition to general exclusions indicated in Art.4, VPP/650-08 the insurance policy does not cover:

- a) liability for damages following from construction, demolition, maintenance, etc. activities provided on a subcontracting basis;
- b) liability for damages caused by the Policy Holder to a co-Policy Holder and vice versa.

#### Article III. Insurer's Indemnification

If the insurance policy covers liability that follows from personal ownership of an apartment for damages caused to another individual in relation with the co-ownership or holding of common spaces within the said building or land, the Policy Holder shall be entitled to have the Insurer pay—on his or her behalf—the authorized person a proportionate part of damages. The proportionate part of damages shall be determined from the total amount of damages, based upon the size of the co-ownership share held by the Policy Holder in the common space of a building, or based upon the size of the co-ownership share in the land.

### SECTION III

#### Article I Validity

These insurance terms and conditions become valid on 1 May 2018.

## Definitions

1. **Demolition** shall be understood to mean an officially authorized, partial or full removal of a constructed real property.
2. **Real Property Under Construction** shall be understood to mean a construction project that is being initiated, or a building under construction or reconstruction.
3. For the purposes of this insurance policy, **Pets and Domestic Animals** shall be understood to mean dogs, cats, ornamental and singing birds, pigs, sheep, goats, cattle, horses, wild animals (predators, reptiles, monkeys, crocodiles, etc.), other animals used for riding and drafting, animals kept in terrariums, rabbits, animals kept for fur and for laboratory use kept in a limited amount as pets, Galliformes and water poultry, and animals serving as guides for people with disabilities.

3.1. In no event shall animals used to gain profit or to do business be considered Pets and Domestic Animals.
4. **(Authorized) Holder** shall be understood to mean a person who—in good faith that he or she is the owner of the object in question—handles the said object as his or her own, or a person who exercises rights for himself or herself.
5. **Financial Damage** shall be understood to mean another kind of material damage, such that originated in a manner other than injury, due to another type of damage to health, or due to damage, destruction, or loss of an object.
6. **Series of Insured Events** shall be understood to mean risks that materialized in a temporarily related manner, insured events that result from a single source, due to a single cause, event, circumstance, defect, or another type of danger. In case of series of insured events, the first in a sequence of the individual materialized risks is decisive.
7. **Non-Contractual Remuneration** shall be understood to mean a compensation for an attorney designated in the provisions governing attorney non-contractual rates (Non-Contractual Remuneration).
8. **Subsequent Financial Damage** shall be understood to mean financial damage directly preceded by damage to an object; it originates only if there is prior damage to an object. An example may be lost profit, or costs incurred by liquidation of the damaged object.
9. **Real Property** shall be understood to mean land and insured buildings, as well as other facilities, on the land.
10. **Contracted Activities** shall be understood to mean, in particular, repair, modification, processing, sales, safekeeping, and storage of objects; or the provision of expert help.
11. For the purposes of this insurance policy, a **Caretaker for Pets and Domestic Animals** shall be understood to mean a natural person who has been entrusted by the pet and domestic animal owner—permanently or temporarily—with care of the said animals.
12. **Insurance Period** shall be understood to mean a contractually defined period of time for which an insurance policy is being concluded.
13. **Household Help** shall be understood to mean a third party who—demonstrably, based upon a contractual evidence—works either temporarily or permanently in the Policy Holder's household, for which he or she receives compensation.
14. **Damage to Object** shall be understood to mean a change in the condition of an object that may objectively be eliminated by repair, or such a change in the condition of an object that may not objectively be eliminated by repair, but the said object continues to be fit for the original purpose nevertheless.
15. **Professional Sport** shall be understood to mean sport carried out by the Policy Holder against compensation, without regard to the type of legal relationship on whose bases the Policy Holder's claim to indemnification arises (employment relationship, business relationship, etc.).
16. **Transport Contract** shall be understood to include commission contracts for the carriage.
17. **Shared Household** shall be understood to mean natural persons who live together on a permanent basis and jointly cover their costs for their needs (both these conditions must be fulfilled).
18. **Real Property Manager** shall be understood to mean a person/entity temporarily authorized by the Lessor with the exercise of the Lessor's rights and obligations.
19. **Intentional Damage** shall be understood to mean damage caused intentionally or due to intentional negligence. When delivering objects or providing work and services, damage is also considered intentional if the Policy Holder knew of any defects present in said objects, work, or services.
20. **Damage to Health and Life** shall be understood to mean compensation for eligible treatment costs, compensation for the pain suffered, compensation for loss of amenity, compensation for psychological suffering, compensation for costs related to sustenance provided to the victim's survivors, compensation for reasonable funeral-related costs, and compensation for damages that directly originated from the damage to health and life (lost profit, health insurance regressions, and compensation for lost income or retirement benefits).
21. **Damage to Objects** shall be understood to mean damage to, destruction of, or loss of an object.
22. **Gainful Activity** shall be understood to mean activities that provide citizens with income subject to income tax. For the purposes of this insurance policy, a gainful activity does not include occasional gainful activity carried out by another person than an entrepreneur.
23. **Construction** shall be understood to mean construction of a new building based on a valid construction permit. If a building under construction has been insured, the insurance policy continues to be valid even after the occupancy certificate inspection.
24. **Equipment Located in a Building Designated for Tenants** shall be understood to mean, e.g., an elevator, washing machine, or ironing machine located in a jointly used laundry room, drying room, etc.
25. **Destruction of Object** shall be understood to mean a change in the condition of an object that may not be objectively eliminated by repair whose price does not exceed the indemnification amount, or an object that may no longer be used for its original purpose.