

## General Policy Conditions

# Personal Property and Liability Insurance 2015



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## PART A | GENERAL PROVISIONS

### ARTICLE 1

#### Initial provisions

- These General policy conditions – general part VPP PMO 2015 (hereinafter referred to as VPP PMO 2015) specify the basic scope of rights and obligations of the Parties to Insurance, i.e. the Policyholder and the Insurer, as the Contracting Parties, the Insured and any other party with a right or obligation resulting from the insurance.
- All the covers taken out under VPP PMO 2015 are also governed by the relevant provisions of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the Civil Code) and the provisions of the Insurance Policy.
- The insurances taken out in accordance with VPP PMO 2015 are insurances against loss or damage.
- VPP PMO 2015 conditions are an integral part of the Insurance Policy.

### ARTICLE 2

#### Insured event

- An insured event is an accidental loss-incurring event covered by the insurance occurring within the Policy Period.
- If an insured event is caused intentionally either by the party exercising their right to insurance indemnity or by a third party on the initiative of this party, the right to insurance indemnity only arises if it has been expressly agreed or if it is stipulated by the Civil Code or another act.
- Insured events covered under individual insurances are specified in other parts of VPP PMO 2015 and in the provisions of the Insurance Policy.

### ARTICLE 3

#### Obligations of the Insurance Parties

- The Insured is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged to:
  - notify the Insurer, without delay and in writing, of any changes in the facts he/she was asked in writing about when the insurance was being taken out, or the facts comprising the contents of the Insurance Policy,
  - notify the police or another appropriate public administration authority, without unnecessary delay, of a loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of a criminal act, an administrative delict or offence,
  - notify the Insurer without delay of the fact that he/she has taken out another insurance with another insurer against the same insurance peril and relating to the same value of the insurance interest in the same policy period and notify the Insurer of the business name or title of this another insurer and the amount of the agreed upper indemnity limit,
  - notify the Insurer without delay of the fact that the subject matter of insurance missing in relation to an insured or loss-incurring event has been found,
  - at the Insurer's request, present all the documents that are necessary for investigation of the loss incurring event in the original language, and if it is required by the Insurer, arrange for their sworn translation into the Czech language at his/her own expense,
  - in the event of occurrence of a loss incurring event, ensure sufficient evidence of the scope of the loss incurring event, particularly by keeping the damaged subject matters of the insurance, or their parts through photography or film material, video recording, and testimony of third parties.
- The Policyholder is, in addition to the obligations stipulated by the generally binding legal regulations, also obliged to:
  - notify the Insurer, without delay and in writing, of any changes in the facts he/she was asked in writing about when the insurance was being taken out, or the facts comprising the contents of the Insurance Policy,
  - notify the Insured (if different from the Policyholder), without any unnecessary delay, that he/she has taken out insurance relating to the value of the Insured's insurance interest, and make the Insured acquainted with his/her rights and obligations under the taken out insurance,

- c) notify the Insurer, without any unnecessary delay, of the fact that he/she has taken out another insurance against the same insurance peril relating to the same value of the insurance interest for the same period of insured with another insurer and inform the Insurer about the business name or title of this another insurer and about the agreed upper indemnity limit,
3. The Beneficiary is, in addition to the obligations stipulated by the generally binding legal regulations, also obliged to notify the Insurer, without undue delay but at the latest within 15 days of ascertainment of a loss-incurring event, of occurrence of the loss-incurring event.

## ARTICLE 4

### Inception, changes, and extinction of the insurance

1. The insurance comes into existence on the basis of a written Insurance Policy on the first day following the day when the Insurance Policy is signed, unless stipulated otherwise in the Insurance Policy.
2. The insurance is taken out for the period specified in the Insurance Policy (the Policy Period)
3. Changes in the Insurance Policy can be made by agreement of the Contracting Parties.
4. In accordance with the Civil Code, the cover does not interrupt during the policy period because of default in paying the premium.
5. The Insurer and the Policyholder are entitled to terminate the Insurance Policy with a one-month cancellation period within 3 months of the day of notification of occurrence of an insured event. In addition to that, the insurance can become extinct for any reasons stipulated by the generally binding legal regulations.
6. In the case the Policyholder fails to pay the premium even within the additional period specified by the Insurer in the reminder, the insurance becomes extinct, differently from the provisions of § 2804 of the Civil Code, on the day following the futile elapse of this additional period.
7. In the event of a change of the owner or co-owner of the subject matter of insurance the taken out insurance applies to, and this owner or co-owner is not the Policyholder, the insurance does not, differently from the provisions of § 2812 and § 2867 of the Civil Code, become extinct by notification of this change to the Insurer. The Insured's rights and obligations under the taken out insurance are assigned from the owner who is not the Insured any longer to the transferee.
8. Unless it is the case under Section 7. of this Article, the property insurance and any covers relating to the ownership right become extinct by notification of a change in ownership or co-ownership to the Insurer.
9. If the insurance of the main building ceases to exist, the insurance of any other subject matters of the insurance of buildings stipulated in the Insurance Policy under Part B of VPP PMO 2015 becomes extinct as at the same date.
10. If the contents insurance becomes extinct, the insurance of any other subject matters of the contents insurance stipulated in the Insurance Policy under Part C of VPP PMO 2015 becomes extinct as at the same date.
11. If the basic insurance of the subject matter of the insurance becomes extinct, any other supplementary covers relating to this subject matter of the insurance taken out together with the basic insurance become extinct as at the same date.

## ARTICLE 5

### Premiums

1. The Premium is stipulated as regularly paid for the insurance period of 1 year.
2. The premium is specified in the Insurance Policy. The Insurer is entitled to verify the correctness of the data decisive for determination of the premium with the Insured.
3. A lump-sum premium is payable as at the day of inception of the insurance, regular premiums are payable as at the first day of each period of insurance.
4. The Insurer has the right to the premium for the policy period, unless stipulated otherwise in the Civil Code, in VPP PMO 2015, or in the Insurance Policy.
5. In the case of occurrence of an insured event on the basis of which the insurance has become extinct, the Insurer is entitled to the whole single premium for the period for which the insurance has been taken out. If it is the case of regular premium insurance, the Insurer has the right to keep the premium until the end of the period of insurance within which the insured event occurs.
6. If the Insurance Policy stipulates regular premium payment in instalments, the due dates of the premiums are as follows:
  - a) in the case of half-yearly instalments, the premium instalments are payable as at the first day of each period of insurance and as at the day of the elapse of the period of 6 months counted from the first day of each period of insurance,
  - b) in the case of quarterly instalments, the premium instalments are payable as at the first day of each period of insurance and as at the day of the elapse of the periods of 3, 6 and 9 months counted from the first day of each period of insurance.
7. In relation to a change in the loss ratio or to a change in the legal regulation extending the liability for loss or the scope of compensation for loss in the liability insurance, the Insurer is entitled to alter the regular premium for the following period of insurance. The Insurer is obliged to notify the Policyholder of the newly determined amount of premium at the latest 2 months before the due date of the premium for the period of insurance in which the premium is to change.

## ARTICLE 6

### Exclusions from insurance

Exclusions from the insurance:

1. The insurance does not apply to any cases where the Insured was aware, or considering all the circumstances might have been aware, of any facts that could have led to occurrence of the loss-incurring event at the time he/she was taking out the insurance.
2. The insurance does not cover any loss incurring events occurring as follows:
  - a) as a result of a deliberate criminal act, offence, or an administrative delict caused by the Beneficiary, or another party acting on the initiative of any of the Insurance Parties,
  - b) as a result of wars, revolts, uprisings or any other violent riots, strikes, or by intervention of the public authority and in causal connection with them,
  - c) as a result of terrorist acts,
  - d) by nuclear energy, radiation of any kind, and radioactive contamination.
3. The insurance shall not apply to any loss-incurring events in connection with which the Beneficiary knowingly provides, while exercising the right to insurance indemnity, untruthful or grossly distorted substantial information concerning the scope of the insured event, or if he/she conceals any substantial information concerning this insured event.
4. Next exclusions from insurance might be specified in the other parts of these policy conditions and in the Insurance Policy.

## ARTICLE 7

### Indemnity

1. Unless hereafter stipulated otherwise, Insurer's indemnity is limited by the upper limit; the upper limit is determined by the indemnity limit. The indemnity limit, specified in the Insurance Policy as proposed by the Policyholder, is the indemnity limit for one and all insured events occurring to one Insured within the Policy Period.
2. The Insurer is obliged to finalise investigation of any loss-incurring event within three months of the day of notification of such an event. If the investigation cannot be finalised within three months of the day of receiving the notification of the loss-incurring event, the Insurer is obliged to inform the party notifying the claim of the reasons why the investigation cannot be finalised and provide the Beneficiary with an adequate advance at his/her written request, unless it is prevented by material reasons. The indemnity is due within fifteen days of the day of finalisation of the investigation necessary for assessment of the scope of the Insurer's obligation to provide indemnity. Provided that the insured event is caused to the Insured or caused by the Insured in causal connection with consumption of alcohol or another addictive substance, the Insurer is entitled to reduce the indemnity in proportion to the fact how this consumption affected the scope of the Insurer's obligation to provide benefits.

## ARTICLE 8

### Deductible

1. The Insurer and the Insured have agreed that a certain part of the property loss arisen in causal connection with an insured event goes to the debit of the Beneficiary (hereinafter also referred to as the deductible).
2. The deductible is expressed in the Insurance Policy as a fixed amount, percentage, their combination, or otherwise.
3. The deductible is determined from the value of the indemnity the Beneficiary would be entitled to (upon consideration of the provisions of the Insurance Policy regulating the insurance indemnity, such as the provisions of the upper indemnity limit, etc.) before deduction of the stipulated deductible, (hereinafter also referred to as the gross compensation).
4. The Insurer shall subtract the deductible from the gross amount of the insurance benefits. The difference between these amounts, i.e. the gross amount of the insurance benefits and the deductible, is the insurance indemnity the Beneficiary is entitled to for the given insured event.
5. Unless the gross amount of the insurance benefits exceeds the agreed deductible, the Insurer shall not provide any benefits.

## PART B | BUILDINGS INSURANCE

## ARTICLE 9

### Subject matter of insurance

1. The subject matter of the insurance refers to:
  - a) **The building specified in the Insurance Policy as the main building;** if stipulated, the insurance covers the Insured's ideal co-ownership part specified in the Insurance Policy. In the event the insured main building is a flat (a self-contained housing unit), it is insured including the Insured's ideal co-ownership part in the common parts of the building,
  - b) other buildings that are appurtenances of the main building. They are not structurally connected with the main building and they are situated in the same insurance location as the main building - hereinafter referred to as outbuildings,
  - c) **construction material, construction machinery, and building site equipment** (a mixer, scaffolding, etc.) serving for construction or repairs of the building (hereinafter also referred to as the items), which are owned by the Insured or which are rightfully used by the Insured; construction machinery does not refer to motor handheld tools.
2. If stipulated in the Insurance Policy, the insurance also covers decorative trees, bushes, and plants, lawns and decorative garden elements (rock gardens, small lakes, etc.) - hereinafter referred to as the garden, situated on the land belonging to the insured building.

## ARTICLE 10

### Insurance location

The insurance location refers to the address specified in the Insurance Policy.

## ARTICLE 11

### Insured event

1. An insured event refers to damaging, destroying or stealing of the subject matter of insurance by any of the insurance perils under Article 12 specified in the Insurance Policy that occurred in the insurance location.
2. An insured event is also losing of the subject matter of insurance in causal connection with an insured event caused by any of the insurance perils specified in the Insurance Policy.

## ARTICLE 12

### Insured perils and scope of cover

1. The scope of cover can be taken out in options STANDARD, DOMINANT, or PREMIANT.
2. Option **STANDARD**  
The insurance covers claims caused by:
  - a) **fire**
  - b) **explosion**
  - c) **stroke of lightning**
  - d) **fall of aircraft**
  - e) windstorm with the speed of wind at least 75 kph - hereinafter referred to as a storm
  - f) **hailstorm**

- g) earthquake reaching the intensity of at least level 6 of the European Macroseismic Scale EMS-98 in the insurance location - hereinafter referred to as an earthquake
  - h) fall of trees, poles, or other objects, unless these objects are a part of the damaged subject matter of insurance or of the same set as the damaged subject matter of insurance - hereinafter referred to as a fall of trees, poles
  - i) weight of snow or weight of ice accretion
  - j) leakage of water, steam, or a liquid - hereinafter referred to as water damage
  - k) frost or overpressure in water or sewerage piping, heating, air-conditioning, solar, or extinguishing systems, including facilities connected to them – hereinafter referred to as frost,
  - l) **smoke caused by a fire, explosion, or a breakdown of a facility in or outside the insurance location**
  - m) supersonic wave ( so-called sonic boom) caused by a supersonic plane
  - n) landslide or avalanche, or collapse of rocks or soils, unless they are related to industrial or construction operations - hereinafter referred to as landslide and avalanche
  - o) **impact of a vehicle**
  - p) breaking glass for any reason different from those under Article 12 Sections 2-6 - hereinafter referred to as glass **all risk**.
3. In addition, option STANDARD can cover:
- a) theft by burglary or theft with violence - hereinafter referred to as theft, and deliberate damage to or destruction of the subject matter of the insurance – hereinafter referred to as **vandalism**,
  - b) claims caused by a short circuit and overvoltage in electric wiring, electric appliances, and electronic facilities that are structural parts of the insured building.
4. Option **DOMINANT includes all the perils specified in option STANDARD**, and it also covers claims caused by:
- a) **theft and vandalism**,
  - b) short circuit and overvoltage in electric wiring, electric appliances, and electronic facilities that are structural parts of the insured building,
  - c) **leakage of atmospheric precipitation into the building**,
  - d) animals damaging thermal insulation of the facade - hereinafter referred to as facade damage by animals.
5. Option **PREMIANT includes all the risks specified in option DOMINANT**, and it also covers claims caused by:
- a) **loss of water resulting from a water damage**,
  - b) technical breakdown of machine and electronic facilities that are structural parts of the insured building - hereinafter referred to as a technical breakdown.
6. In addition, all the above options can stipulate insurance against risks of damaging or destroying the subject matter of the insurance by flood or inundation. This risk also covers claims caused by rise of waste waters from sewerage or waste pipes as a result of flood or inundation. The perils flood or inundation are taken out together with a waiting period of 10 days of the date of the Insurance Policy, in which the Insurer is not obliged to provide any insurance benefits if a loss-incurring event is caused by flood or inundation. The waiting period is not applied in the case the taken out insurance immediately follows a previous insurance taken out with the same insurer provided that the perils of flood and inundation were already stipulated in the previous insurance policy.

## ARTICLE 13

### Exclusions from insurance

1. In addition to the exclusions specified in Article 6, the insurance also does not cover claims caused by:
  - a) singeing arisen differently from a fire, explosion or a stroke of lightning,
  - b) exposure of an item to utility fire or heat,
  - c) explosion related to mining or carrying out construction work or by vibrations caused by traffic,
  - d) penetration of atmospheric precipitation into the insured premises through improperly closed windows, doors, or any other evident openings, by effects of humidity, fungi or moulds,
  - e) effects of extensibility of ice or by penetration of melting snow or ice, unless they occur in causal connection with an insured peril,
  - f) penetration of ground water, excluding the cases where the damage occurs in causal connection with the insurance perils of flood or inundation ,
  - g) project imperfection, failing to meet technological procedures of construction or assembly, or by improper maintenance.
2. Water damage insurance under Article 12 Section 2j) does not cover any claims caused by rise of waste waters from sewerage or waste piping as a result of flood and inundation.
3. Landslide and avalanche insurance does not refer to a drop of terrain resulting from natural forces (e.g. frost penetration, shrivelling, soaking), or as a result of a human activity (e.g. industrial or construction operations, vibrations caused by traffic).
4. Glass all risks insurance does not cover any damage arisen:
  - a) during transport of glass, during the processes of glazing and dismantling,
  - b) by exposure of glass to radiating heat or direct fire (e.g. while removing old paint),
  - c) by scratching,
  - d) to greenhouses.
5. Short circuit and overvoltage insurance under Article 12 Section 3b) and Section 4b) does not cover any damage to the property older than 10 years. The age of the property shall be substantiated by the Insured.
6. Technical breakdown insurance does not cover any damage to facilities older than 10 years, or to any damage under the quality guarantee or guarantee against defects.
7. The insurances taken out under these VPP PMO 2015 conditions do not cover any damage to land, with the exception of garden insurance under Article 9 Section 2.

## ARTICLE 14

### Insured value, indemnity limit

1. The Insurer's indemnity is limited by the upper limit of the insurance indemnity. The upper limit of the insurance indemnity is determined by the sum insured or the indemnity limit.
2. The sum insured is, as proposed by the Policyholder, specified in the Insurance Policy to correspond with the insured value of the subject matter of the insurance.

3. The insured value of buildings is the replacement value, i.e. the value that has to be spent to build a new building of a comparable type, extent, quality and utility value in the given location, including the cost of project documentation and arrangement of the building site.
4. However, if the actual value of the building at the time of occurrence of the insured event is, as a result of its age or wear and tear, lower than **25% of its replacement value at the time of occurrence of the insured event**, the Insurer shall provide benefits up to the actual cash value.
5. The insured value of the garden and construction material, machinery and equipment of the construction site is the replacement value, i.e. the value that has to be spent on reinstatement of the property of a comparable type, quality and utility value.
6. In the case of damaged or destroyed buildings, the Insurer shall not, when determining the volume of the insurance indemnity, take any potential loss of their artistic or historic value into consideration.

## ARTICLE 15

### Insurance indemnity

1. If the subject matter of insurance has been destroyed, or stolen or lost, the Beneficiary is entitled to the Insurer's compensation corresponding to the reasonable costs of reinstatement of the subject matter of insurance. The reasonable costs of reinstatement of the subject matter of insurance are costs of establishment (purchase or production) of a subject matter of insurance of a comparable type, quality and utility value, common in the location at the time of occurrence of the insured event.
2. If the subject matter of insurance is damaged, the Beneficiary is entitled to the Insurer's compensation corresponding to the reasonable cost of repair of the subject matter of insurance reduced by the salvage value of the replaced parts of the subject matter of insurance. The reasonable cost of repair of the subject matter of insurance is the price of repair of the subject matter of insurance or its part, common in the location at the time of occurrence of the insured event, excluding any extra costs of express repair.
3. Claims caused by an insured event to an outbuilding shall be settled by the Insurer up to **5% of the sum insured of the main building**. Furthermore, in options **STANDARD** or **DOMINANT**, the insurance benefits are limited to **CZK 100,000**. This does not apply to outbuildings insured as individually specified buildings.
4. In the case of an insured event consisting in damaging, destroying or stealing parts of the garden, the Beneficiary has the right to indemnification at the amount corresponding to the costs provably expended on their reinstatement.

## ARTICLE 16

### Indemnity limits

1. The Insurer shall provide insurance benefits up to the indemnity limits:
  - a) **CZK 80,000 for one insured event on a construction material, construction machinery, and a building site facility, with the exception of damage caused by theft**, where the limits under Article 17 apply,
  - b) **CZK 20,000 for one insured event under glass all risks insurance**,
  - c) **CZK 20,000 for one insured event in the case of vandalism** provided that the subject matter of the insurance was only polluted or painted – so-called graffiti,
  - d) **CZK 5000 for the cost of removal of a breakdown in a water facility** (demolition of walls, replacement of pipes, bricking up, tiling, etc.) providing the insured event was caused by water damage.
2. If the Insurance Policy stipulates the insured events of:
  - a) **short circuit and overvoltage**,
  - b) **facade damage by animals**,
  - c) **loss of water**,
  - d) **leaking in of atmospheric precipitation**,
  - e) **technical breakdowns**,
 The Insurer shall provide benefits for one and all insured events in the insurance year up to the limit stipulated in the Insurance Policy.
3. If the sum insured is, at the time of occurrence of the insured event, lower than the insured value of the subject matter of the insurance, it is a case of underinsurance and the Insurer is entitled to decrease the insurance benefits in the same ratio as the ratio of the sum insured to the actual insured value of the subject matter of the insurance.
4. The other indemnity limits are specified in this part of VPP PMO 2015 in Article 17.

## ARTICLE 17

### Indemnity limits according to the way of securing against theft and vandalism

- In the event of theft of a construction material, construction machinery, or a building site facility, the Insurer shall provide insurance benefits up to:
- a) **CZK 50,000 in total**, if the items were stolen from a closed space,
  - b) **CZK 30,000 in total**, if the items were stolen from a land appertaining to the insurance location, equipped with fencing and a locked gate.

## ARTICLE 18

### Insured's obligations

1. Apart from the obligations specified in Article 3, the Insured is also obliged to keep the subject matter of the insurance in good technical condition, meet the technical standards and the producer's or supplier's instructions relating to its operation and maintenance.
2. The Insurer is obliged, in the building spaces situated below the level of the surrounding terrain, to make sure that the insured items that are damageable by water are located **at least 12 cm above the level of the floor**.

## ARTICLE 19

### Discount for a building under construction

If the Insurance Policy stipulates a discount for a building under construction, the Insurer shall provide a 30% discount in the first period of insurance. In each of the following years of construction, the discount shall be decreased by 5%, but this decrease shall not exceed 20% for the whole Policy Period.

1. If the Insurance Policy stipulates buildings insurance indexation, the Insurer is entitled to adjust the sum insured and the premiums in accordance with the development of prices of construction work and materials.
2. The Policyholder is entitled to reject the proposed indexation at any time of the Policy Period.

## PART C | CONTENTS INSURANCE

1. The subject matter of the insurance is a set of tangible movables located in the insurance location (hereinafter also referred to as the items) constituting the equipment of the household and serving for its operation or satisfying the Insured's or the co-insured persons' needs and that are owned or co-owned by the Insured, and the items that are not owned by the Insured but that are legally used by the Insured.
2. The subject matter of the insurance also refers to structural parts of the building that is the insurance location (hereinafter also referred to as the items), unless they are covered by the buildings insurance.
3. The subject matter of the insurance may also refer to other individually specified tangible movables.

1. The insurance location refers to:
  - a) the address of the insured household specified in the Insurance Policy - hereinafter referred to as the flat,
  - b) non-residential and storage spaces located outside the flat, i.e. a cellar, a chamber, etc. serving only to the Insured - hereinafter referred to as the household appurtenances,
  - c) **a garage located at another address** (specified in the Insurance Policy), different from the address of the flat,
  - d) common premises inside the building (a pram room, a corridor, etc.) where the flat is located and that are also used by other persons - hereinafter referred to as the common premises,
  - e) a place of student accommodation at the address specified in the Insurance Policy.
2. The insurance also refers to:
  - a) the place where the Insured is moving from the insured insurance location (the flat); in such a case the insurance covers both the current and the new insurance locations for the period of maximum 30 days of the beginning of the removal,
  - b) the place where the subject matter of the insurance has been removed due to an imminent or arisen insured event.

An insured event refers to damaging, destroying, theft, or loss of the subject matter of the insurance by any of the insured perils specified in the Insurance Policy occurring in the insurance location or in causal connection with them.

1. The scope of cover can be taken out in options STANDARD, DOMINANT, or PREMIANT.
2. Option **STANDARD**  
The insurance covers claims caused by:
  - a) **fire,**
  - b) **explosion,**
  - c) **stroke of lightning,**
  - d) **fall of aircraft,**
  - e) windstorm with the speed of wind at least 75 kph - hereinafter referred to as a storm,
  - f) **hailstorm,**
  - g) earthquake reaching the intensity of at least level 6 of the European Macroseismic Scale EMS-98 in the insurance location - hereinafter referred to as an earthquake,
  - h) fall of trees, poles, or other objects, unless these objects are a part of the damaged subject matter of insurance or of the same set as the damaged subject matter of insurance - hereinafter referred to as a fall of trees, poles, and other objects,
  - i) weight of snow or weight of ice accretion,
  - j) leakage of water, steam, or a liquid - hereinafter referred to as water damage,
  - k) frost or overpressure in water or sewerage piping, heating, air-conditioning, solar, or extinguishing systems, including facilities connected to them - hereinafter referred to as frost,
  - l) **smoke caused by a fire, explosion, or a breakdown of a facility in or outside the insurance location,**
  - m) supersonic wave ( so-called sonic boom) caused by a supersonic plane,
  - n) landslide or avalanche, or collapse of rocks or soils, unless they are related to industrial or construction operations - hereinafter referred to as landslide and avalanche,
  - o) **impact of a vehicle,**
  - p) breaking glass for any reason different from those under Article 24 Sections 2-6 - hereinafter referred to as glass **all risk**.
3. In addition, option STANDARD can cover:
  - a) by burglary or theft with violence - hereinafter referred to as theft, and deliberate damage to or destruction of the subject matter of the insurance - hereinafter referred to as vandalism,
  - b) claims caused by a short circuit and overvoltage in electric wiring, electric appliances, and electronic facilities.

4. Option **DOMINANT** includes all the perils specified in option STANDARD, and it also covers claims caused by:
  - a) **theft and vandalism,**
  - b) short circuit and overvoltage in electric wiring, electric appliances, and electronic facilities,
  - c) **leakage of atmospheric precipitation into the building.**
5. Option **PREMIANT** includes all the risks specified in option DOMINANT, and it also covers claims caused by:
  - a) **loss of water resulting from a water damage,**
  - b) technical breakdown of machine and electronic facilities - hereinafter referred to as a technical breakdown“.
6. In addition, all the above options can stipulate insurance against risks of damaging or destroying the subject matter of the insurance by flood or inundation. This risk also covers claims caused by rise of waste waters from sewerage or waste pipes as a result of flood or inundation. The perils flood or inundation are taken out together with a waiting period of 10 days of the date of the Insurance Policy, in which the Insurer is not obliged to provide any insurance benefits if a loss-incurring event is caused by flood or inundation. The waiting period is not applied in the case the taken out insurance immediately follows a previous insurance taken out with the same insurer provided that the perils of flood and inundation were already stipulated in the previous insurance policy.
7. In addition, all the above options can be taken out together with insurance of items of a member of the household located in the place of his/her temporary address, where he/she stays for the reason of studies - hereinafter referred to as student accommodation.

## ARTICLE 25

### Exclusion from insurance

1. In addition to the exclusions specified in Article 6, the insurance also does not cover claims caused by:
  - a) singeing arisen differently from a fire, explosion or a stroke of lightning,
  - b) exposure of an item to utility fire or heat,
  - c) explosion related to mining or carrying out construction work or by vibrations caused by traffic,
  - d) penetration of atmospheric precipitation into the insured premises through improperly closed windows, doors, or any other evident openings, by effects of humidity, fungi or moulds,
  - e) effects of extensibility of ice or by penetration of melting snow or ice, unless they occur in causal connection with an insured peril,
  - f) penetration of ground water, excluding the cases where the damage occurs in causal connection with the insurance perils of flood or inundation.
2. The insurance does not cover:
  - a) any items serving for gainful occupation or for performance of a job; this does not apply to computing and office technology or mobile phones, or to insurance of individual items,
  - b) individually acquired documentation or recordings on text, audio, and video media, plans or projects,
  - c) motor or motorless vehicles that are subject to the obligation of registration in the road vehicle registry, watercraft or marine engines (with the exception of watercraft up to 5 metres of length or up to the sail area of 12 m<sup>2</sup>, or up to the engine power of 4 kW) or aircraft or sport flying equipment,
  - d) bee families or items serving for beekeeping.
3. Water damage insurance under Article 24 Section 2j) does not cover any claims caused by rise of waste waters from sewerage or waste piping as a result of flood and inundation.
4. Short circuit and overvoltage insurance under Article 24 Section 3b) and Section 4b) does not cover any damage to the property older than 10 years. The age of the property shall be substantiated by the Insured.
5. Glass all risks insurance under Article 24 Section 2p) does not cover any damage arisen:
  - a) during transport of glass, during the processes of glazing and dismantling,
  - b) by exposure of glass to radiating heat or direct fire (e.g. while removing old paint),
  - c) by scratching,
  - d) to optical glass,
  - e) to glass of appliances with the exception of a glass-ceramic hob under options **DOMINANT** or **PREMIANT**.
6. Technical breakdown insurance under Article 24 Section 5b) does not cover any damage to facilities older than 5 years, or to any damage under the guarantee against defects.
7. Landslide and avalanche insurance under Article 24 Section 2n) does not cover any drop of terrain resulting from natural forces (e.g. frost penetration, shrivelling, soaking), or as a result of a human activity (e.g. industrial or construction operations, vibrations caused by traffic).

## ARTICLE 26

### Pojistná hodnota, hranice pojistného plnění

1. The Insurer's indemnity is limited by the upper limit of the insurance indemnity. The upper limit of the insurance indemnity is determined by the sum insured or the indemnity limit.
2. The sum insured is, as proposed by the Policyholder, specified in the Insurance Policy to correspond with the insured value of the subject matter of the insurance.
3. The insured value of the subject matters of the insurance, with the exclusion of the items specified in Sections 4 – 6 of this Article, is their replacement value.
4. The insured value of items of a special value and valuables is their common value.
5. The insured value of household electrical appliances, audio-visual and computing technology, telephones, photo cameras and camcorders, sport equipment, and workshop and garden motor equipment more than 3 years old is their actual cash value.
6. The insured value of garments and footwear more than 1 year old is their actual cash value.

## ARTICLE 27

### Insurance indemnity

1. In the event of an insured event, the Insurer shall provide insurance benefits for damaged, destroyed, or lost insured items amounting to the replacement value of the items, unless stipulated otherwise below.
2. If an insured item has been destroyed or is lost, the Beneficiary is, unless stipulated otherwise below, entitled to the Insurer's settlement as follows:

- a) if the Insured Value is the replacement value, the amount corresponding to the adequate cost of reinstatement of the same or comparable new item reduced by the salvage value of the destroyed item,
  - b) if the Insured Value is the actual cash value, the amount corresponding to the adequate cost of reinstatement of the same or comparable new item reduced by the sum corresponding to the level of wear and tear or another depreciation in the period immediately before occurrence of the insured event into consideration and reduced by the salvage value of the destroyed item,
  - c) if the Insured Value is the common value, the amount corresponding to the common value of the item reduced by the salvage value of the destroyed item.
3. If an insured item has been damaged, the Beneficiary is, unless stipulated otherwise below, entitled to the Insurer's settlement as follows:
    - a) if the Insured Value is the replacement value, the amount corresponding to the adequate cost of repair of the damaged item, but only up to the replacement value of the damaged item immediately before the insured event; the Insurer shall reduce the amount determined this way by the salvage value of the replaced parts of the damaged item,
    - b) if the Insured Value is the actual cash value, the amount corresponding to the adequate cost of repair of the damaged item, but only up to the actual cash value of the damaged item immediately before the insured event; the Insurer shall reduce the amount determined this way by the salvage value of the replaced parts of the damaged item,
    - c) if the Insured Value is the common value, the amount corresponding to the adequate cost of repair of the damaged item, but only up to the common value of the damaged item immediately before the insured event. The Insurer shall reduce the amount determined this way by the salvage value of the replaced parts of the damaged item.
  4. In the case of damaged, destroyed, or lost payment cards, cheque books, or securities, the Insurer shall provide benefits corresponding to the amount that has to be expended on their blocking or redemption and on issuing new payment cards. Provided that the payment cards or cheque books have been misused, the Insurer shall not provide any compensation for any pecuniary loss (including any lost interest or any other yields) resulting from this misuse.
  5. The right to insurance benefits also arises if the subject matter of the insurance has been damaged, destroyed, or lost in causal connection with an insured event.
  6. In the case of damaged, destroyed, or missing items constituting a collection, the Insurer shall not, while specifying the insurance indemnity, take account of any depreciation of the whole, but only of the damage to, destruction, or missing of individual insured items.
  7. If the sum insured is, at the time of occurrence of the insured event, lower than the insured value of the subject matter of the insurance, under-insurance applies and the Insurer is entitled to reduce the insurance indemnity in the same ratio as the ratio of the sum insured to the actual amount of the insured value of the subject matter of the insurance.
  8. If an insured event affects a living animal, all the provisions of the Insurance Policy and VPP PMO 2015 on the movable property apply, but only to the extent to which it is not in contradiction to the nature of the living animal.

## ARTICLE 28

### Indemnity limits

1. The Insurer shall provide insurance benefits for an insured event up to the following indemnity limits:
  - a) **20% of the sum insured for structural parts,**
  - b) **20% of the sum insured for items deposited in the household appurtenances or in the garage at another address,**
  - c) **CZK 5000 for the cost removal of a breakdown in a water facility** (demolition of walls, replacement of pipes, bricking up, tiling, etc.) providing the insured event was caused by water damage,
  - d) **CZK 20,000 for one insured event under the glass all risks insurance,**
  - e) **CZK 10,000 for one insured event in the case of a broken glass-ceramic hob under options DOMINANT or PREMIANT,**
  - f) **CZK 5000 for domestic animals and pets.**
2. If the Insurance Policy stipulates the insured perils of:
  - a) **short circuit and overvoltage,**
  - b) **loss of water,**
  - c) **leaking in of atmospheric precipitation,**
  - d) **technical breakdowns,**
 the Insurer shall provide benefits for one and all insured events in the insurance year up to the limit stipulated in the Insurance Policy.
3. Unless the Insured presents the Insurer with an acquisition document to the stolen subject matter of the insurance, or unless he/she proves ownership of the subject matter of the insurance otherwise (e.g. by photodocumentation, etc.), the Insurer shall provide insurance benefits for each single subject matter of the insurance up to **CZK 20,000 unless a lower indemnity under Article 26 Section 5** applies to it.
4. If the insured household becomes uninhabitable as a result of an insured event, the Insurer shall compensate for the proved cost of adequate alternative accommodation of the Insured and the co-insured persons up to **CZK 30,000.**
5. The indemnity limits and conditions are stipulated differently for the following items insured within the set of household equipment (under Article 21 Section 1):
  - Provisions of Article 29 for valuables and items of a special value,
  - Provisions of Article 30 for personal use items outside the insurance location,
  - Provisions of Article 31 for bicycles and prams (unless they are insured as individual items under Article 32).

## ARTICLE 29

### Indemnity conditions and limits for valuables and special value items

1. The Insurer shall provide insurance benefits for an insured event up to the following indemnity limits:
  - a) **20% of the sum insured for valuables, excluding money,**
  - b) **20% of the sum insured for special value items,**
  - c) **CZK 20,000 for cash.**
2. The insurance does not cover valuables or special value items:
  - a) deposited in the household appurtenances or in the garage at another address, i.e. an address different from the address of the insured flat,
  - b) put away or deposited outside the insurance location even if it was a place common or intended for putting away or



- depositing personal use items,
- c) put away in inside luggage or storage spaces in a passenger car.

## ARTICLE 30

### Indemnity conditions and limits for personal use items outside the insurance location

1. The insurance covers personal use items outside the insurance location:
  - a) transiently deposited in a place intended or common for it anywhere in the area of the Czech Republic within the scope of the insured perils specified in the Insurance Policy; this does not apply to items deposited in means of transport,
  - b) that the Insured had with him/her or that he/she was wearing providing they were stolen by theft with violence anywhere in the area of the Czech Republic,
  - c) deposited in the inside luggage or storage space of a passenger car in case of the risk of theft by burglary, but only under option **PREMIANT**.
2. The Insurer shall provide insurance benefits for an insured event up to the following indemnity limits:
  - a) **CZK 5000 for items deposited in a place intended or common for it under Section 1a),**
  - b) **CZK 5000 for items stolen by theft with violence under Section 1b),**
  - c) **CZK 20,000 for items deposited in a passenger car under Section 1c).**
3. In the event of theft of items from inside luggage or storage spaces of a passenger car, the Insurer shall provide insurance benefits only if the passenger car was, at the time of occurrence of the insured event, properly closed (including all the windows) and locked; this limit applies to any items deposited in the car, including individual items together.

## ARTICLE 31

### Indemnity conditions and limits for bicycles and prams (unless it is a case of insurance of individual items)

1. Within the scope of the insured perils stipulated in the Insurance Policy, the insurance also covers bicycles and prams:
  - a) deposited in the household appurtenances or in the garage at another address,
  - b) deposited in the common premises,
  - c) transiently deposited in a place intended or common for it outside the insurance location anywhere in the area of the Czech Republic,
  - d) deposited in the inside luggage or storage space of a passenger car in case of the risk of theft by burglary, but only under option **PREMIANT**.
2. In the event of theft of a bicycle deposited in the common premises or outside the insurance location, the Insurer shall provide insurance benefits only if it was locked to a fixed object (a non-portable stand, a building, etc.) and if the theft was immediately reported to the Police of the Czech Republic.
3. In the event of theft of a pram deposited in the common premises or outside the insurance location by simple theft (i.e. the pram was not locked), the Insurer shall provide insurance benefits only if the theft was immediately reported to the Police of the Czech Republic.
4. The Insurer shall provide insurance benefits for an insured event up to the following indemnity limits:
  - a) **20% of the sum insured for bicycles and prams deposited in the household appurtenances or in the garage at another address under Section 1a),**
  - b) **CZK 5000 for bicycles and prams deposited in the common premises under Section 1b),**
  - c) **CZK 5000 for bicycles and prams put away outside the insurance location under Section 1c),**
  - d) **CZK 5000 for bicycles and prams stolen by robbery anywhere in the area of the Czech Republic,**
  - e) **CZK 20,000 for bicycles and prams deposited in the inside luggage and storage space of a passenger car under Section 1d).**

The above limits do not apply to insurance of individually specified items under Article 21 Section 3 and Article 32.

## ARTICLE 32

### Insurance of individual items

1. The individual insurance options may include insurance of the following, in the Insurance Policy specified, individual items:
  - a) bicycles,
  - b) prams,
  - c) wheelchairs,
  - d) medical aids,
  - e) musical instruments.
2. The insurance of individual items covers claims resulting from theft and vandalism and the perils within option **STANDARD anywhere in the area of the Czech Republic**.
3. In the event of theft of a bicycle deposited in the common premises or outside the insurance location, the Insurer shall provide insurance benefits only if it was locked to a fixed object (a non-portable stand, a building, etc.).
4. In the event of theft of a pram deposited in the common premises or outside the insurance location by simple theft (i.e. the pram was not locked), the Insurer shall provide insurance benefits only if the theft was immediately reported to the Police of the Czech Republic.
5. The Insurer shall provide insurance benefits for an insured event up to the following indemnity limits:
  - a) **50% of the sum insured for a bicycle specified in the Insurance Policy if it was** transiently deposited in a place intended or common for it outside the insurance location,
  - b) **50% of the sum insured a bicycle specified in the Insurance Policy if it was stolen by robbery outside the insurance location provided that the Insured had it with him/her,**
  - c) up to the limit specified for the other items under Section 1b) – e) that were transiently deposited in a place intended or common for it outside the insurance location,
  - d) up to the limit specified for the other items under Section 1b) – e) in the case they are stolen by robbery outside the insurance location and provided that the Insured had them with him/her,
  - e) **20% of the sum insured for** contents insurance for all individual items deposited in the household appurtenances or in the garage at another address,
  - f) **CZK 20,000 for all individual items deposited in the inside luggage and storage space of a passenger car** (under option **PREMIANT**) outside the insurance location,

- g) **CZK 5000 for all individual items deposited in the common premises.**
6. In addition, the Insurer and the Policyholder may agree on insurance of individual items specified in the Insurance Policy that are different from those specified in Section 1 of this Article.  
In such a case, the Insurer shall provide insurance benefits for an insured event up to the indemnity limit specified in the Insurance Policy for each such individually insured item.

#### ARTICLE 33

#### Student accommodation insurance

1. The student accommodation insurance covers claims caused by theft and vandalism, and also all the perils under option **STANDARD**.
2. In the case of damaged, destroyed or stolen items deposited at the address of the student accommodation, the Insurer shall provide insurance benefits up to the limit specified in the Insurance Policy.
3. The student accommodation insurance does not cover valuables or special value items.

#### ARTICLE 34

#### Ways of securing against theft and indemnity limits

1. In the event of theft by burglary, the Insurer shall provide insurance benefits up to the indemnity limits specified below for individual security levels in relation to the character and quality of the structural security elements the malefactor overcame at the time of occurrence of the insured event.
2. In the case of a burglary of more closed spaces where each of them is secured on a different level, each space is then considered separately with respect to the fact what structural elements were overcome by the malefactor during the burglary of the given closed space.

## 1. Burglary of a closed space:

Character and quality of the structural security elements of the closed space overcome by the malefactor		Security level code	Indemnity limit in CZK (IL)		
			IL without securing the insurance location with ASES (alarm security and emergency system)	IL with additional securing of the insurance location	
				ASES to the shell or to a mobile	ASES to SARC (surveillance and alarm receiving centre)
DOORS or SECURITY DOORS or GATES	<b>Doors in cellar stalls, which are closed and locked.</b>	<b>Z1</b>	<b>50 000</b>		
	<b>Doors or gates are closed and locked with:</b> • a lock with a lock cylinder or • a dosic lock or • a padlock.	<b>Z2</b>	<b>100 000</b>	<b>150 000</b>	<b>500 000</b>
	<b>Doors or gates are closed and locked with :</b> • a safety lock.	<b>Z3</b>	<b>300 000</b>	<b>450 000</b>	<b>1 500 000</b>
	<b>Doors or gates are closed and locked with :</b> • a safety lock and another lock locking the door in another place different from the safety lock.	<b>Z4</b>	<b>500 000</b>	<b>750 000</b>	<b>2 500 000</b>
	<b>Doors or gates are closed and locked with :</b> • a safety lock with at least 3-point multilock or • a safety lock and a crossbar or • an electric control unit by blocking the engine	<b>Z5</b>	<b>700 000</b>	<b>1 000 000</b>	<b>3 500 000</b>
	<b>Safety doors are closed and locked with :</b> • a safety lock with at least 5-point multilock.	<b>Z6</b>	<b>1 000 000</b>	<b>1 500 000</b>	<b>5 000 000</b>
OPENING FILLINGS with the exception of doors or gates	<b>Opening fillings</b> whose bottom part is placed <b>less than 2.5 m</b> over the surrounding terrain or over the adjacent and easily accessible structures (a staircase, a gallery, extensions, etc.) <b>without mechanical securing of the opening fillings.</b>	<b>Z7</b>	<b>300 000</b>	<b>450 000</b>	<b>1 500 000</b>
	<b>Opening fillings</b> whose bottom part is placed <b>less than 2.5 m</b> over the surrounding terrain or over the adjacent and easily accessible structures (a staircase, a gallery, extensions, etc.) <b>whose opening fillings are furthermore mechanically secured</b> (see Interpretation Clause of VPP PMO 2015).	<b>Z8</b>	<b>1 000 000</b>	<b>1 500 000</b>	<b>5 000 000</b>
	Opening fillings whose bottom part is placed <b>more than 2.5 m</b> over the surrounding terrain or over the adjacent and easily accessible structures (a staircase, a gallery, extensions, etc.) <b>without mechanical security of the opening fillings.</b>	<b>Z9</b>	<b>1 000 000</b>	<b>1 500 000</b>	<b>5 000 000</b>
WALLS or PARTITIONS, CEILINGS, FLOORS	<b>Walls, partitions are made, for example, of a trapeze or corrugated metal sheet</b> fixed to the supporting structure made of steel profiles or another similar material.	<b>Z10</b>	<b>300 000</b>	<b>450 000</b>	<b>1 500 000</b>
	<b>Walls, partitions are made of sandwich panels</b> (e.g. a solid polyurethane core, a steel sheet surface of various designs) fixed to the supporting structure made of steel profiles or another similar material.	<b>Z11</b>	<b>700 000</b>	<b>1 000 000</b>	<b>3 500 000</b>
	<b>Walls, partitions, ceilings, floors</b> of the structure are made of <b>brickwork, concrete, wood, or metal</b> of a construction thickness of at least 15 cm.	<b>Z12</b>	<b>1 000 000</b>	<b>1 500 000</b>	<b>5 000 000</b>

## 2. Burglary of a safe:

Character and quality of the structural security elements of the closed space where the safe is located and which the malefactor overcomes		Security level code	Indemnity limit in CZK (IL)		
			IL without securing the insurance location with ASES (alarm security and emergency system)	IL with additional securing of the insurance location	
				ASES to the shell or to a mobile	ASES to SARC (surveillance and alarm receiving centre)
VALUABLES outside a SAFE	Valuables located in a closed space on condition that the malefactor also overcomes the min. security measures under security level codes <b>Z2</b> or <b>Z7</b> or <b>Z11</b> .	<b>Z13</b>	<b>25 000</b>	<b>50 000</b>	<b>100 000</b>
VALUABLES IN A SAFE	A safe located in a closed space on condition that the malefactor also overcomes the min. security measures under security level codes <b>Z2</b> or <b>Z7</b> or <b>Z11</b> .	<b>Z14</b>	<b>200 000</b>	<b>300 000</b>	<b>1 000 000</b>
	A safe located in a closed space on condition that the malefactor also overcomes the min. security measures under security level codes <b>Z3</b> or <b>Z8</b> or <b>Z9</b> or <b>Z11</b> .	<b>Z15</b>	<b>600 000</b>	<b>900 000</b>	<b>3 000 000</b>
	A safe located in a closed space on condition that the malefactor also overcomes the min. security measures under security level codes <b>Z5</b> or <b>Z8</b> or <b>Z9</b> or <b>Z12</b> .	<b>Z16</b>	<b>2 000 000</b>	<b>3 000 000</b>	<b>10 000 000</b>

## 3. Theft of items deposited outside a closed space outside a building

Character and quality of the structural security elements which the malefactor provably overcame (i.e. there are traceological signs proving this overcoming or another evidence) or it is a case of theft by burglary	Security level code	Indemnity limit in CZK (IL)
Theft of items from the land that appertains to the insured flat and is used solely by the Insured (a garden, a yard, etc.) if it was equipped with fencing and a locked gate.	<b>Z17</b>	<b>30 000</b>

### ARTICLE 36

#### Insured's obligations

- In addition to the obligations specified in Article 3, the Insured is also obliged to:
  - maintain the subject matter of the insurance in good technical condition, observe the technical standards and the manufacturer's or supplier's instructions relating to operation and maintenance of the subject matter of the insurance,
  - before the beginning of moving, notify the Insurer of the new insurance location and the date when the moving begins.
- Also, the Insured is obliged to make sure that the insured items damageable by water (with the exception of furniture and floorings) are located, in the building spaces lying below the level of the surrounding terrain, at least **12 cm above the level of the floor**.

### ARTICLE 37

#### Indexation

- If the Insurance Policy stipulates contents insurance indexation, the Insurer is entitled to adjust the sum insured and the premiums in accordance with the development of the consumer prices and services.
- The Policyholder is entitled to reject the proposed indexation at any time of the Policy Period.

## PART D | LIABILITY INSURANCE

### ARTICLE 38

#### Scope of cover

1. The insurance is being taken out in case of the Insured's or co-insured persons' (hereinafter referred to as the Insured) liability stipulated by a legal regulation for:
  - a) property damage caused to someone else to their item or animal by damaging, destroying, or by causing an injury or death to their animal, (hereinafter also referred to as the property damage to an item or animal),
  - b) damage caused to a person to their health or life, and non-property damage consisting in mental anguish resulting from a bodily harm or death,
  - c) property damage different from those under a), on condition it occurs in causal connection with its preceding damage specified in a) or b) of this Section, hereinafter also referred to as the subsequent pecuniary loss,
  - d) property damage different from those under a), on condition it occurs in causal connection with performance of the function of a member of an elected body of a legal entity different from a business corporation,
  - e) non-property damage caused by an unauthorized intervention into the personality right of a person and the resulting pecuniary compensation for the non-property harm.
2. Liability insurance covers damage caused to someone else:
  - a) in relation to possession of the insured building, including the specified buildings under construction that are owned, co-owned, or leased by the Insured,
  - b) by operation of the Insured's household and its equipment,
  - c) during sport activities and cycling,
  - d) by a domestic or farm animal not kept for gainful purposes,
  - e) by a person to whose care the Insured committed his/her child or animal or common household maintenance within performance of this activity, excluding any damage to this person (the one who provides the care),
  - f) within another common civil life activity.

### ARTICLE 39

#### Exclusions from insurance

1. In addition to the exclusions specified in Article 6, the insurance does not cover any liability for loss caused:
  - a) by taking over liability beyond the terms stipulated by the legal regulations,
  - b) by gradual pollution of the environment,
  - c) by theft or loss of a taken over or used item,
  - d) by damaging or destroying the following items in use:
    - motor vehicles with the power of engine exceeding 5 kW,
    - watercraft with the power of engine exceeding 4 kW or with the sail area exceeding 12 m<sup>2</sup>,
    - snow and water scooters,
    - aircraft and sport flying equipment,
  - e) during a professional sports activity or any kind of preparation for it,
  - f) within operating or steering watercraft that can be operated only by holders of a certificate of navigation competence, within operating or steering aircraft,
  - g) by destroying, damaging or losing records on audio, video or data carriers,
  - h) as a result of consuming alcohol or addictive substances,
  - i) by introduction or spread of an infectious human, animal or plant disease, by transfer of HIV virus,
  - j) within performance of the hunting right,
  - k) by deliberate criminal offence, delict against civic coexistence, or infringement of the patent or rights or copyright,
  - l) by information or advice,
  - m) by the Insured as an entrepreneur within his/her entrepreneurial activities,
  - n) by the Insured as an employee to his/her employer under labour-law regulations.
2. The insurance does not apply to the liability for loss caused in relation to the Insured's activity where:
  - a) a law stipulates the obligation to take out liability insurance (obligatory insurance),
  - b) liability insurance arises on the basis of a fact stipulated by law (mandatory insurance).
3. The insurance does not apply to the liability for loss for which the Insured is accountable to a close person.
4. This insurance shall not apply to the obligation to pay fines, penalties, or any other contractual, administrative, or penal sanctions or any other payments of a repressive, exemplary or preventive character imposed on the Insured.

### ARTICLE 40

#### Indemnity

1. Insurance benefits for a single insured event shall not exceed the indemnity limit specified in the Insurance Policy. This also applies to the aggregate of all compensations for a serial insured event.
2. The sum of indemnities paid for insured events occurring within the period of one insurance year (if the insurance has been taken out for a shorter period, within the Policy Period) shall not exceed double the indemnity limit specified in the Insurance Policy.
3. In the case of an insured event caused by breaking (i.e. damaging or destroying) electronics, telephones, and kitchen appliances, the Insurer shall provide insurance benefits up to CZK 3000 per one insured event. This does not apply to insured events where the above items are damaged as a result of a fire, explosion, or water damage caused by the Insured.

### ARTICLE 41

#### Compensation for the Cost of Proceedings for Damages

1. If the Insured acts within the proceedings for damages in accordance with the Insurer's instructions, the cost of such proceedings shall be refunded by the Insurer.

2. The Insurer shall refund these costs of proceedings up to 10% of the indemnity limit specified for the insurance the costs related to.
3. The above disbursed compensation for the proceedings costs shall not be included in the insurance benefits limited by the indemnity limit.

## ARTICLE 42

### Territorial scope of insurance

1. The insurance covers insured claims occurring in the area of the Czech Republic.
2. Liability insurance under Article 38 Section 2b) - f) also covers insured events occurring during temporary residence of the Insured outside the area of the Czech Republic providing they occur in the geographical territory of Europe.

## PART E | ASSISTANCE SERVICES

## ARTICLE 43

1. In the case of occurrence of a loss-incurring event under insurance of buildings or contents insurance, unless it is a case of acute serious disrepair, the Insurer shall provide the Insured with:
  - a) information and consultancy services – advice on how to proceed in the case of occurrence of a loss-incurring event, assistance with the claim notification to the Insurer,
  - b) arrangement and payment of arrival of technical assistance (e.g. emergency accident service) at the insurance location.
2. In the case of occurrence of acute disrepair, the Insurer shall arrange for the Insured professional assistance from the areas of wiring, heating, plumbing, and chimney sweeping activities, **rodent control, disinfection, and sewerage cleaning within the following scope:**
  - a) arrangement and payment of arrival of technical assistance at the insurance location,
  - b) payment for work, including the used material, up to **CZK 2000 per one and all interventions with the insurance year.**
3. Furthermore, the Insurer shall arrange for unlocking the Insured's flat door in the case the door has slammed shut or in the case it is locked up to **CZK 2000 per one and all interventions with the insurance year.**
4. If the Insurance Policy stipulates contents insurance, the Insurer shall also arrange for repair, i.e. service of the following exclusively specified home electrical appliances (a refrigerator, a freezer, a washing machine, a tumble drier, a dishwasher, a cooker, an oven with the exception of a microwave one, a cooking hob, and a TV set) – hereinafter referred to as the service, under the following conditions:
  - a) the total cost of the service (arrangement, arrival, work, and the used material) shall be paid up to the limit of **CZK 4000 per one intervention, and such a service may be provided up to two times per the insurance year.**
  - b) the service only relates to the appliances that are permanently located in the insurance location.
  - c) the Insured is entitled to the service only if:
    - the appliance is not under the guarantee provided by the manufacturer or the seller,
    - the appliance was bought as new in the Czech Republic,
    - the appliance is not more than five years old, counted from the date of purchase,
    - the breakdown of the appliance prevents its usage for the purpose for which it was manufactured.
5. The Insurer shall only provide the assistance services on the basis of a telephone call to **+420 222 803 442, and also exclusively through professional firms determined by the Insurer.**

## ARTICLE 44

### Exclusions

1. Assistance services do not apply to payment for work:
  - a) performed within premises serving exclusively for entrepreneurial activities,
  - b) performed in the common premises of apartment houses,
  - c) if the state of serious disrepair resulted from construction activities,
  - d) performed within premises located in buildings declared by administrative authorities as uninhabitable,
  - e) that is not relating to the state of serious disrepair or a loss-incurring event (e.g. common maintenance),
  - f) repeatedly requested by the Insured if the Insurer has recommended to the Insured, on the basis of previous provision of the same assistance services, certain measures or repairs, and the Insured did not implement them within 30 day of the original assistance intervention.

## PART F | COMMON PROVISIONS

## ARTICLE 45

### Someone else's insurance peril

Provided that the Policyholder takes out an Insurance Policy to his/her own benefit and this Policy covers an insurance peril as a possible cause of occurrence of an insured event affecting a third party, the Policyholder is entitled to exercise the right to insurance indemnity on condition that he/she proves that the obligations under the provisions of § 2767 Section 1 of the Civil Code (particularly the Insured's consent to the fact that the Policyholder acquires the right to insurance indemnity) have been met. Unless the Policyholder proves the Insured's consent under the previous sentence by the end of the agreed policy period, or by the end of the last investigation to the loss-incurring event running after the elapse of the policy period, it is the Insured who acquires the right to insurance indemnity.

1. In compliance with the provisions of § 562, § 570 and foll. and § 2773 of the Civil Code, the Insurer and the Policyholder expressly declare that all the written legal acts concerning the insurance may be conducted using electronic means.
2. At the Policyholder's request confirmed by signing the Insurance Policy, the Insurer and the Policyholder have agreed that any Insurer's legal acts addressed to the Parties to Insurance and carried out using electronic mail shall be considered as delivered, regardless of the fact whether the addressee has actually got acquainted with its contents or not, at the moment it is delivered to:
  - a) the email address of the Party to Insurance specified in the Insurance Policy,
  - b) the email address of the Party to Insurance provably communicated to the Insurer at any time within the policy,
  - c) the data space in the electronic banking internet application of Československá obchodní banka, a. s., accessible for the Party to Insurance from the title of his/her contractual relation with Československá obchodní banka, a. s., or
  - d) the data space in the Insurer's internet application "**Online Client Zone**" accessible for the Party to Insurance on the Insurer's internet address "**www.csobpoj.cz**" from the title of taking out the Insurance Policy of which these Policy Conditions are an integral part.

1. In compliance with the provisions of § 1 Section 2 of the Civil Code, the Insurer and the Policyholder have expressly agreed that, differently from the provisions of § 2773 of the Civil Code, all the legal acts relating to insurance could be, regardless of the importance of their contents and regardless of the legal consequences connected with the legal acts, also performed by the Parties to Insurance, apart from the written form, in any of the following forms, or in any of the following ways:
  - a) using electronic mail in the form of simple emails (i.e. emails that do not require securing by an electronic signature),
  - b) by word of mouth on the telephone; however, in such a case exclusively through:
    - the Insurer's telephone number of **800 100 777** or
    - any other Insurer's telephone numbers (not e.g. any telephone numbers belonging to the insurance intermediary acting for the Insurer) published and determined by the Insurer for telephone communication with the Parties to Insurance in the matter of inception, changes, or extinction of insurance or in the matter of investigation into loss-incurring events, and on condition that the Insurer makes audio recordings of these telephone conversations carried out through these telephone numbers, and on condition that each person calling on these telephone numbers is informed of such recordings by the Insurer's automated voice system before commencement of the recorded telephone call,
  - c) using electronic means through the internet application of "Online Client Zone" (established and operated by the Insurer and available to any Party to Insurance on the Insurer's internet address of [www.csobpoj.cz](http://www.csobpoj.cz)) of a secured internet access, to which each Party to Insurance has received the Activation Key from the Insurer (hereinafter also referred to as the internet application).
2. For the purposes of insurance related legal acts performed in the way under Section 1c) of this Article of the policy conditions, the Insurer and the Policyholder have agreed as follows:
  - a) The Insurer and the Policyholder have agreed that through the internet application the Parties to Insurance may only perform such insurance related legal acts that this application makes technologically possible at the time of such legal acts.
  - b) The activation key for the purposes of insurance taken out under these Policy Conditions is a numeric or alphanumeric code delivered to the Party of Insurance by the Insurer, whose correct entering is an unbreakable technological condition of each single access to the internet application. If any legal act addressed to the Insurer is performed through the internet application using the Activation Key, it is presumed that this legal act has been carried out by the Party to Insurance who has been provided with this Activation Key by the Insurer. In the interest of the legal safeguard of the Parties to Insurance, performance of a legal act by the Party to Insurance addressed to the Insurer through the internet application may be conditioned, apart from using the Activation Key, by another security measure (e.g. another, i.e. second, numeric or alphanumeric code sent by the Insurer to the Party to Insurance to perform a legal act e.g. in the form of a text message to his/her mobile communication device).
  - c) Any legal acts by the Party to Insurance performed through the internet application shall be considered as delivered to the Insurer, regardless of the fact whether the Insurer has actually got acquainted with their contents, at the moment the contents of such legal acts by the Party to Insurance are displayed in the internet application on the Insurer's side, which shall be acknowledged by the Insurer to the Party to Insurance electronically through this application by means of an informative text confirming receipt of the legal act by the Insurer.
  - d) Any legal acts by the Insurer performed through the internet application shall be considered as delivered to the Party to Insurance, regardless of the fact whether the Party to Insurance has actually got acquainted with their contents, at the moment they are delivered to the Insurance Party's data space in the internet application.
  - e) The obligations of all the Parties to Insurance relating to the use of the internet application:
    - The Party to Insurance is responsible for the fact that any insurance related legal acts or notifications addressed to the Insurer shall only be performed through the internet application personally by this Party to Insurance.
    - The Party to Insurance shall not leave the computer or another communication device through which he/she is using the internet application unattended during the time he/she is logged into the internet application, particularly while performing insurance related legal acts or notifications through the internet application.
    - The Party to Insurance shall protect his/her Activating Key, keep it in secret, do not communicate to it or make it accessible to any third party and take any usual security measures preventing access of third parties to the Activating Key.
    - The Party to Insurance shall, immediately after detection of any suspicion of the fact that the Activating Key could have been disclosed or made accessible to any third party or abused by any third party, notify the Insurer of this suspicion and proceed in accordance with the Insurer's instructions (particularly e.g. to change the Activating Key at the Insurer's call and in accordance with the Insurer's instructions, etc.).
    - The Party to Insurance shall only use, for utilization of the internet application, computers or any other communication devices owned by this Party to Insurance or used by this Party to Insurance by right and equipped with rightfully (legally) acquired and installed software.

The term "Party to Insurance" hereinafter refers to both the Policyholder and the Insured.

1. In compliance with Act No. 101/2000 Sb., on personal data protection and on amendments to some acts, as amended (hereinafter also referred to as the Act), the Party to Insurance has, by taking out or signing the Insurance Policy of which these General Policy Conditions are an integral part, given the Insurer a consent to processing the personal data specified in the Insurance Policy for the purpose of:
  - a) offering business or services of the Insurer and all the entities that are members of ČSOB Group by the Insurer to the Party to Insurance,
  - b) transferring them to another administrator, but only such an administrator that is a member of ČSOB Group, particularly to Československá obchodní banka, a. s., Hypoteční banka, a. s., Českomoravská stavební spořitelna, a. s., ČSOB Penzijní společnost, a. s., člen skupiny ČSOB, ČSOB Leasing, a. s., ČSOB Factoring, a. s., ČSOB Asset Management, a. s., an investment company, Patria Finance, a. s., for the purpose of offering business or services by this another administrator to the Party to Insurance,
  - c) marketing processing for the purpose of choosing suitable entities for addressing and preparation and creation of analyses about an anonymized structure (particularly concerning their age, sex, region, income, etc.) of the Parties to Insurance, including their (of the analyses) subsequent use for the purpose under provisions a) and b) of this Section.In compliance with the Act, the Party to Insurance has, by taking out or by signing the Insurance Policy of which these General Policy Conditions are an integral part, given the Insurer a consent to processing any sensitive data for the purpose of operating insurance activities, activities connected with insurance activities and reinsurance activities.  
In accordance with the provisions of § 5 Section 5 of the Act, the Party to Insurance has given the Insurer his/her consent to attaching another personal data of the Party to Insurance to the data to the extent under the provisions of § 5 Section 5 of the Act acquired by the Insurer as the administrator.  
All the above mentioned consents shall be given by the Party to Insurance to the Insurer for a definite period of time from the moment of taking out the Insurance Policy, by which, or by signing it, the Party to Insurance gives his/her above consents to the Insurer and of which these General Policy Conditions are an integral part, until the elapse of the period of 5 years after extinction of the last legal relation of the insurance taken out by the above Insurance Policy, or, in the case of processing sensitive data, for the period of the rights and obligations under the insurance effected by the above Insurance Policy.
2. In addition to that, the Party to Insurance agrees with transferring his/her personal data to foreign countries in accordance with the provisions of § 27 of the Act.
3. In accordance with the provisions of § 11 Sections 1 and 2 of the Act, the Insurer shall inform the Party to Insurance about the fact that:
  - a) the personal data of the Party to Insurance shall be processed to the extent of the personal data specified in the Insurance Policy, by taking out or signing of which the Party to Insurance gives his/her above consents to the Insurer and of which these General Policy Conditions are an integral part, and to the extent of the personal data communicated by the Party to Insurance to the Insurer in relation to the legal relation of the insurance,
  - b) the personal data of the Party to Insurance shall be processed for the purpose of operating insurance activities, activities connected with insurance activities, reinsurance activities, and also for the purpose of offering business or services of the Insurer or any other entities being members of ČSOB Group (as specified above), to the Party to Insurance by the Insurer or by the members of ČSOB Group (as specified above), and for the purpose of marketing processing for the purpose of choosing suitable entities for addressing and preparation and creation of analyses about anonymized structure of the Parties to Insurance,
  - c) the personal data of the Party to Insurance shall be processed by the Insurer or processor, or another administrator in compliance with the provisions of § 5 Section 6 of the Act, but only such an administrator that is a member of ČSOB Group, particularly Československá obchodní banka, a. s., Hypoteční banka, a. s., Českomoravská stavební spořitelna, a. s., ČSOB Penzijní společnost, a. s., člen skupiny ČSOB, ČSOB Leasing, a. s., ČSOB Factoring, a. s., ČSOB Asset Management, a. s., an investment company, Patria Finance, a. s., registered in accordance with the provisions of § 16 of the Act by the Office for Personal Data Protection,
  - d) the personal data of the Party to Insurance shall not be accessible to any other parties but those specified in the previous provision,
  - e) provision of the personal data by the Party to Insurance to the Insurer is voluntary,
  - f) the Party to Insurance is entitled to exercise the rights (particularly the right to access the personal data and the right to correct the personal data) given to him/her by the provisions of § 12 and § 21 of the Act provided that he/she finds out or presumes that processing of his/her personal data provided to the Insurer is in contradiction to the protection of the private and personal life of the interested party, or contrary to the law.
4. In accordance with the provisions of § 13c of Act No. 133/2000 Sb., on registration of inhabitants and on birth numbers and on amendments to some acts, as amended, the Party to Insurance gives his/her consent to the fact that the Birth Number of the Party to Insurance is used to the same extent and for the same purpose and for the same period as the other personal data.
5. In accordance with the provisions of § 7 Section 2 of Act No. 480/2004 Sb., on some services of an information company and on amendments to some acts (Act on Some Services of an Information Company), as amended, the Party to Insurance gives his/her express consent to using the details of his/her electronic contact specified in the Insurance Policy, by taking out, or signing, of which the Party to Insurance gives his/her above consents to the Insurer and of which these General Policy Conditions are an integral part, for the purpose of spreading business communications of the Insurer and any other entities being members of ČSOB Group by electronic means.
6. In compliance with the provisions of § 128 Section 1 of Act No. 277/2009 Sb., on the insurance industry, as amended (hereinafter also referred to as the Insurance Industry Act), the Party to Insurance gives the Insurer his/her express consent to provision of the information relating to the insurance to which the legal act whose content includes this consent relates,
  - a) to the Insurer's reinsurance companies (see the provisions of § 3 Section 1 g) of the Insurance Industry Act),
  - b) to the other members of ČSOB Group,
  - c) to the other entities doing business in the area of the insurance industry and to the interest association or corporations of these entities.



1. Unless stipulated otherwise in the Insurance Policy, the insurance location is the area of the Czech Republic.
2. Any written legal acts relating to the insurance shall be executed in the Czech language.
3. Any Insurer's personalized legal acts relating to the insurance executed in the written documentary form and any Insurer's communications executed in the written documentary form (hereinafter also referred to as the Documentation) shall be delivered to the Parties to Insurance to their latest specified address of their actual or specified place of residence, or to the address of the actual or in the public register specified seat. Once the Policyholder has specified a correspondence address (in the box called "Correspondence Address") in the Insurance Policy, he/she expresses his/her intention that the Documentation is delivered just to this correspondence address with all the legal consequences arising from this, and the Documentation shall be delivered to this address, but only to an address in the Czech Republic.
4. The Insurance Policy and any covers taken out under it shall be governed by the Czech system of law.
5. Any disputes resulting from the insurance or arisen in relation to it shall be, unless an agreement is made, solved by the appropriate court of justice in the Czech Republic under the Czech law.
6. The Contracting Parties may alter their mutual rights and obligations by agreement differently from VPP PMO 2015.
7. **These VPP PMO 2015 conditions come into effect on 25 May 2015.**

## PART G | INTERPRETATION CLAUSE

1. **Safety lock** is a lock consisting of a mortise lock, of a safety lock cylinder and safety metal fitting (a shield) that meet the requirements set by the valid and effective technical standard of safety class 3 at least, i.e. it is resistant to use of tools like a crowbar, a screwdriver, hand tools like a small hammer, a centre punch, and a mechanical hand drill. The cylinder has a covered profile and prevents snatching; the shield prevents breaking in two, drilling and extraction of the cylinder. The shield must not be dismountable from the outer side of the door. The securing (locking) door mechanism may also be controlled electronically (e.g. an electro-motor lock cylinder).
2. **Safety door** is a complete set of door elements making it possible to close a doorway, i.e. a doorframe, door hinges, a door wing, and a safety lock. A safety door complies with the requirements set in the valid and effective technical standard of safety class 3 at least, i.e. it is resistant to physical violence (e.g. hitting with a shoulder, lifting, extraction) and to use of tools like a crowbar, a screwdriver, hand tools like a small hammer, a centre punch, and a mechanical hand drill. Such a door is equipped with a safety lock with at least 5-point multilock (i.e. such a lock locks the door into at least five places).
3. **Regular premium** is premium stipulated for a period of insurance.
4. **Valuables refer to:**
  - a) money, i.e. valid domestic or foreign banknotes and coins,
  - b) payment cards and cheque books,
  - c) security documents, stamps, and cards, i.e. valid postage stamps, fee stamps, lottery tickets, telephone cards, motorway tax stickers, and any other valuable documents that could be converted into money,
  - d) securities; however, bearer securities are excluded from the insurance.
5. **Actual cash value** is the value the item had immediately before occurrence of the insured event; it is determined on the basis of the replacement value of the item taking account of the level of wear and tear or another depreciation and/or appreciation of the item resulting from its repair, modernization, or otherwise.
6. **Waiting period** is the period for which the Insurer is not obliged to provide insurance benefits from an insured event which would otherwise be an insured event.
7. **Another lock** is a lock with a lock cylinder with a covered profile preventing snatching, meeting the requirements of the valid and effective technical standard of safety class 2 at least, i.e. it is resistant to use of simple tools like a screwdriver, pliers, a wedge.
8. **Surveillance and alarm receiving centre** (hereinafter referred to as SARC, in the past called CPP) is a permanently attended facility that receives, by means of telecommunication network lines, radio network, GSM or ISDN networks or another similar transmission, reports from ASES on violation of the secured premises, displays, evaluates and archives the alarm information. It is permanently operated non-stop by the police or by a licensed private security service authorized for this activity, who ensure an intervention in the place of the guarded premises.
9. **Permanently occupied household** is such a household where the Insured or the co-insured persons live for at least 9 months within the period of the current year.
10. **Doors in cellar stalls** in apartment houses do not have to be made of a firm hard board providing they are structurally designed in the way that it is not possible to unhinge them or dismantle their parts from the outside without destructive effects. The door frames must be made of a material preventing burglary (metal, wooden). In cellar stalls in apartment houses, the door frames must be reliably fixed to the other supporting structures of the outside shell of the cellar stall.
11. **Door** refers to a door made of the material like wood, plastic, metal, of the minimum constructional thickness of 40 mm. It is protected against unhooking and it is fitted into the doorframe that is secured against extending, it is made of a material resistant to violent penetration by a malefactor, and it is reliably anchored in the wall. Glassed-in parts of such a door with single glass larger than 800 square cm are protected by a safety foil or a grille or a roller shutter, unless they are made of safety laminated glass. A door with a glassed-in part larger than 800 square cm that is not protected by a safety foil or a grille or a roller shutter, or that is not made of safety laminated glass, is considered, within theft, as a window. A two-wing door is secured in the way both wings show the same resistance to overcoming as a single-wing door, and at the same time it is equipped with protection against opening by sliding the anchoring out when locked. In this case the door is secured, e.g. with a safety crossbar, steel pins anchored in the doorframe or brickwork.
12. **Lump sum premium** is premium that is stipulated for the whole period for which insurance has been taken out.
13. **Theft by burglary** means appropriation of an item, its part or appurtenances in the way the malefactor takes possession of them by overcoming the security measures protecting the insurance location in one of the following ways:
  - a) by getting into the insurance location demonstrably by making it accessible with tools that are not intended for opening it properly, or in another destructive way,
  - b) by opening the insurance location with an original key or its duplicate that the malefactor has demonstrably taken possession of

- by burglary or theft with violence,
- c) by getting into the safe whose contents are insured demonstrably by making it accessible with tools that are not intended for opening it properly or by opening it with an original key or its duplicate that the malefactor has demonstrably taken possession of by burglary or theft with violence and, at the same time, the malefactor gets into the insurance location where the safe is located in a way specified in a) or b) of this provision,
  - d) by getting into the insurance location in a way different from those specified in a) or b) of this provision, and there are traceological signs or another evidence (e.g. camera system recordings) proving penetration by a malefactor,
  - e) the malefactor has taken possession of a bicycle deposited in the place intended or usual for depositing bicycles by overcoming locking of the bicycle to a building or to a stand intended for locking bicycles, etc.
14. **Theft with violence** means taking possession of the property in the way the malefactor uses violence or threatens with immediate violence against the Insured or a person acting in the name of the Insured.
  15. **Mechanical security of opening fillings** refers to:
    - a) a grille or a roller shutter meeting the requirements of the valid and effective mechanical standard of safety class 2 at least, i.e. they are resistant to use of simple tools like a screwdriver, pliers, a wedge, a small hand saw. They are firmly and in a dismantlable way anchored and then closed and, in accordance with the type, locked in the way to prevent penetration by a malefactor through the opening filling.
    - b) safety glass e.g. laminated glass, glass with a wire inset, or glass tables with a safety foil stuck on the inner side of the glass on its whole surface and also on the parts of the glass inbuilt in the frame.
  16. **Mobile home** is a mobile house intended for permanent residence that is insured by the Insurance Policy as the main building.
  17. **Mobile object** refers to a container, a stand, a caravan, etc., whose volume is not smaller than 8 cubic metres. The walls, the ceiling and the floor are made of a material resistant to violent penetration by a malefactor, e.g. wood, trapeze metal sheet.
  18. **Replacement value** is the sum that has to be spent to reinstate the subject matter of insurance of the same or comparable type, quality and utility value in the new condition in the given place and time.
  19. **Common Value** is the price that would be reached when selling the same or similar property, or when providing the same or similar service within the common business relations on the domestic market as at the day of its valuation.
  20. **Stealing/Theft** refers to theft by burglary or theft with violence.
  21. **Fencing** refers to a structure - a solid, continuous barrier made of firm materials constructed in the way to prevent easy climbing over, breaking through, undermining, and crawling under the fencing, and the gate or the door being integral parts of the fencing must have the same functional features as the fencing and must be reliably anchored into the fencing.
  22. **Beneficiary** is the person having the right to indemnity on the basis of an insured event. The Beneficiary is the Insured, unless stipulated otherwise in the Insurance Policy.
  23. **Close person** is an Insured's blood-relative in the direct line, an Insured's sibling or a spouse or a partner or other persons in the family or similar relationships, provided that the loss or damage suffered by one of them is reasonably perceived by the other as his/her own loss or damage, the in-laws and the persons living permanently together,
  24. **Opening fillings** are windows, balcony doors, shop windows, skylights, cellar windows, etc. Opening fillings are closed and, in accordance with the type, locked to prevent penetration by a malefactor through the opening filling. A door is not considered an opening filling.
  25. **Policy period** is the period for which the insurance has been taken out. The policy period is a time period defined by inception of insurance and termination of insurance (insurance for a definite period of time) or just by inception of insurance (insurance for an indefinite period of time). The policy period is specified in the Insurance Policy and does not have to correspond to the period of insurance for which regular premium is paid.
  26. **Insured value** is the maximum possible property loss that may result from an insured event.
  27. **Insurance peril** is a possible cause of occurrence of an insured event.
  28. **Policyholder** is a natural or legal person who has taken out the Insurance Policy with the Insurer and who has undertaken to pay the premiums. The Policyholder does not have to be identical to the Insured at the same time.
  29. **Insurance year** is a time period starting at 00:00 hours on the day specified in the Insurance Policy as the inception of the insurance and expires by the elapse of 365 calendar days (in the case of a leap year 366 calendar days) from the inception of the insurance.
  30. **Indemnity (insurance benefits)** is, for the purposes of calculation of the loss ratio, the sum of insurance benefits to which the Beneficiaries are entitled for the insured events occurring under any of the insurances taken out with the Insurer by all the Policyholders under these VPP PMO 2015 conditions and which (understand the insurance benefits) have been paid out for these insured events by the Insurer.
  31. **Insured** is the party whose property, liability, or another value of the insurable interest the insurance covers.
  32. **Alarm security and emergency system** (hereinafter referred to as ASES, in the past called ESS) refers to an ASES meeting the requirements set by the valid and effective technical standard. In addition, ASES must meet the following conditions:
    - The sensors are allocated and in combination to detect reliably a malefactor that has anyhow penetrated or violated the secured space.
    - Protection against sabotage – individual ASES components are protected against sabotage through the means for sabotage detection effective both in the guarding mode and in the standby mode, and in the event of sabotage they generate a signal or a message.

**For the insurance purposes, we divide ASES's into:**

    - ASES to the shell or ASES to a mobile – i.e. ASES that reports a state of emergency, penetration, sabotage, breakdowns, etc., through an acoustic warning device (a flashing beacon, a siren) located on the shell of the building or through telecommunication network lines, radio network, GSM or ISDN networks, or another similar transmission, ASES sends reports on violation of the secured premises to a mobile phone.
    - ASES to SARC (surveillance and alarm receiving centre, in the past called CPP) – it refers to ASES that reports a state of emergency, penetration, sabotage, breakdowns, etc., through an alarm transmission system to a SARC.

**SARC also meets the following conditions:**

    - It receives reports from ASES on violation of the secured premises, displays, evaluates and archives alarm information. It is operated non-stop by the Police of the Czech Republic or by a licensed private security service authorized for this activity, who ensure intervention in the place of the guarded premises.
    - In the event of penetration or violation of the secured premises or sabotage or a breakdown of ASES components or the ASES transmission system, an alarm is provably sounded and it is required that the action unit arrives within 20 minutes of notification of the alarm at the latest. The SARC operators respond to the reported states of violation timely, accurately and completely.
    - It checks the integrity of availability of interconnection of the transmission system – the interconnection is available for provision of reliable transmission of a signal or messages, and that is why the integrity of availability of interconnection is checked on a regular basis, at least in 2-hour periods. Unless the integrity of interconnection can be verified, a sabotage or breakdown signal is generated.

33. **Flood** refers to covering of territories with water that has flowed over the banks of watercourses or water reservoirs or that has broken through the banks or dams and/ or such flooding has been caused by a sudden and accidental decrease in the flow profile of the waterway.
34. **Fire** refers to blaze in the form of a flame that accompanies burning and that has arisen outside a designated fireplace or that has left such a fireplace and propagates by means of its own power or a malefactor. Insurance taken out in case of occurrence of this insurance peril also applies to any damage caused by the extinguishing substance used within firefighting and any damage caused by the products of burning during a fire.
35. **Professional sports activity** refers to a sports activity performed by the Insured for a consideration, or a sports activity conducted on a similar performance level.
36. **Overvoltage** is a voltage peak in the electric network caused by induction during a thunderstorm or by industrial activities.
37. **Overpressure** refers to pressure substantially higher than operational pressure, i.e. pressure for which the device, system or their parts were designed or approved.
38. **Household appurtenances** refer to a place – a closed space (a cellar or a chamber in an apartment house located in the common premises of the apartment house, or a structure in the contents insurance location without connection with the household itself through any entrance – a door or a gate) and the plot belonging to the insurance location of the insured household. However, the closed space and the plot are considered as appurtenances of the household only on condition that they are exclusively used by the Insured and the co-insured persons.
39. **Serial insured event** refers to more mutually related insured events resulting, directly or indirectly, from the same cause, e.g. source, event, circumstance, defect.
40. **Glass refers** to all sorts of glass and mirrors, including plastic glass made of polycarbonate (e.g. makrolon) or of polymethyl methacrylate (Plexiglas):
- installed in the outside structural openings of the building (e.g. windows, doors), including any stuck sensors of the electronic security systems or fire signalling systems (ASES, or EFAS – electronic fire-alarm systems) and stuck foils, or
  - installed in firmly inbuilt structural parts inside the building (e.g. doors, partitions, mirror walls, glass in fitted furniture, in the kitchen units, glass parts of a fireplace), or
  - installed in enclosed balconies and terraces,
  - glass and mirror parts of furniture,
  - aquariums, terrariums.
41. **Common premises** are closed spaces at the address of the insurance location that is rightfully used not only by the Insured and the co-insured persons, but also by other persons.
42. **Co-insured persons** are private individuals living permanently with the Insured in the same household and covering the costs of their needs together.
43. **Building** is connected with the ground by a solid foundation, unless it is a mobile home which is, for the purpose of the insurance, also considered as the main building.
44. **Permanently occupied building** is a building where the Insured or the co-insured persons live for at least 9 months within the period of the current year.
45. **Structural parts** include elements that are parts of the inside space of the flat, e.g. plaster, painting, wallpaper, water taps, water heaters, multi-level heating, equipment of bathrooms and lavatories (sanitary facilities), fitted furniture, kitchen units excluding home appliances, lining on walls and ceilings, partitions, floorings firmly connected with the floor (including floating floors). Structural parts also include an alarm security and emergency system (ASES), an electronic fire-alarm system (EFAS), windows, doors.
46. **Loss-incurring event** is the fact resulting in loss that could be the reason for occurrence of the right to insurance indemnity.
47. **Technical breakdown** refers to breaking of machine and electronic facilities by accident, manufacturing defect, defect in material, etc.
48. **Weight of snow and weight of ice accretion** refer to the destructive effects of their excessive weight on the roof covering, supporting and any other structures of buildings. It is also considered as a loss-incurring event caused by weight of snow or weight of ice accretion if water from melting snow or ice accretion is seeping through, but only on condition that the roof covering, the supporting or any other structures of the buildings are damaged or destroyed by weight of snow or ice accretion at the same time.
49. **Safe** is a special deposit object (e.g. a cabinet safe) complying with the requirements set by the valid and effective technical standard. A fireproof cabinet is not a safe. A safe up to 100 kilograms is firmly built into brickwork, into the floor or into the furniture in the way it is only possible to carry it away after opening or after tearing it out of the wall or the floor, or it is inbuilt in accordance with the manufacturer's instructions. The safe door is closed and locked by means of a mechanical key lock or a code lock or an electronic key or code lock.
50. **Closed space** is a structurally demarcated space whose walls, ceiling and floor are made of usual solid constructional materials, and whose all entrance doors or gates are closed and locked and whose all windows or any other opening fillings are closed and locked (e.g. by means of a handle) from the inside. If the opening fillings are equipped with mechanical security measures, it is, in accordance with the type, closed and locked in the way to prevent penetration by a malefactor through the opening filling.  
A closed space is not a space in a mobile object, a special vehicle or a fenced piece of land (see the Interpretation Clause), nor a space in a vehicle intended for operation on overland roads, watercraft or aircraft.  
A mobile object is also considered as a closed space only for the purposes of the insurance of construction material, construction machinery and building site facilities under Article 9 Section 1c).
51. **Party to insurance** refers to the Insurer and the Policyholder as the Contracting Parties, and also to the Insured and any other person having the right or obligation under the personal insurance.
52. **Stroke of lightning** is a direct transition of a lightning to the insured item where the lightning goes completely or partly through the insured item leaving thermic and mechanical traces on the item or on the structure provided that the insured item was located in it at the time of occurrence of the insured event.
53. **Vandalism** is deliberate damaging or destroying of the subject matter of the insurance.
54. **Special value items** are:
- items of an artistic value (works of art),
  - items of a historic value, i.e. items whose value is given by the fact that they are related to historic events or historic personalities,
  - antiquities, i.e. items usually older than 100 years having a considerable artistic value or the character of a unique object, regarding its origin and age,
  - collections, i.e. a set of items of the same character and collector's interest, where the sum of the values of individual items constituting the collection is lower than the value of the collection as a wholes,
  - products made of precious metals and other materials that, in view of their relatively small size and low weight, are of a high value, i.e. for example jewellery, precious stones, pearls.
55. **Windstorm** refers to a wind moving at a speed of at least 20.8 mps (75 kph). An insured event caused by the insurance peril of a windstorm is such damage to or destruction of the subject matter of insurance resulting from:
- direct effects of a windstorm,

- b) the fact that a windstorm has knocked parts of the building, trees, or any other objects down onto the insured items.
56. **Padlock** is a padlock complying with the requirements set by the valid and effective technical standard of at least safety class 3 (i.e. it is resistant to use of tools like a crowbar, a screwdriver, hand tools like a small hammer, a centre punch, and a mechanical hand drill), with a hardened loop of at least 10 mm in diameter. The latches and eyes the loops of the padlock go through have mechanical resistance to burglary comparable to that of the loops of the padlock, while the latches and the eyes are fixed from the outside with a firm connection which cannot be dismantled.
57. **Water damage** is accidental and sudden leakage of water, steam, or a liquid:
- inside a building out of permanently and properly installed water-supply or sewerage pipes, heating, air-conditioning, solar or extinguishing systems, including the connected sanitary equipment or fittings, or facilities connected to these systems,
  - from internal pipes intended for rainwater drainage,
  - from tanks that are not parts of the systems under a) of this Section,
  - leaking from water, heat, steam, or sewerage mains, or their connection lines.
58. **Gate** is a garage door or another closure of a structural opening whose width exceeds 1.2 metres or its height exceeds 2.5 metres (e.g. a sectional one with slats) with at least the same resistance to violent penetration by a malefactor as the defined entrance door and that is inbuilt in the structure. The gate may also be locked electronically – by blocking the engine (the engine drive may not be accessible from the outside).
59. **Explosion** is a sudden devastating effect of coercivity consisting in expansibility of gases or vapours. Explosion of a pressure vessel (a boiler, piping, etc.) with compressed gas or vapour refers to burst of its walls to such an extent that the pressure outside the vessel suddenly equalizes with the pressure inside. Explosion also refers to rapid equalization of underpressure (implosion).
60. **Computing and office technology** refers to a computer, a screen, a printer, a copying device, etc. Including the peripherals).
61. **Leaking in of atmospheric precipitation** refers to damage to or destruction of the insured property by penetration or seepage of atmospheric precipitation into the building, expansivity of ice, and seepage of melting snow or ice, or as a result of freezing up of rain water leaders.
62. **Inundation** is occurrence of a continuous water surface that stays or flows in the insurance location for some time.
63. **Crossbar** is a double-sided door crossbar complying with the requirements set by the valid and effective technical standard of at least safety class 3 (i.e. it is resistant to use of tools like a crowbar, a screwdriver, hand tools like a small hammer, a centre punch, and a mechanical hand drill) protecting the door or door wings from opening, smashing, extending of the doorframe, and unhinging from the outside.
64. **Earthquake** refers to shaking of the earth's surface caused by motion in the crust of the earth that reaches, in the insurance location, at least intensity 6 of the European Macroseismic scale EMS-98, also causing damage to other buildings of a similar resistance (cracks in walls, damages to chimneys, displacement of also bigger objects, etc.).
65. **Short circuit** refers to a breakdown in an electric system that is characterized by a short-circuiting current with destructive effects (thermic, mechanical).
66. **Destruction of an item** refers to such a change in the condition of the item that cannot objectively be eliminated by repair, and therefore the item cannot be used for the original purpose any longer. In addition, destruction also refers to such a damage that could be eliminated by repair, but the cost of such a repair would exceed the amount corresponding to the cost of reinstatement of the given item.
67. **Loss of water** refers to leakage of water resulting from the insured peril of water damage. The Insurer shall compensate for the cost of water and sewer charges on condition that the Insured substantiates the amount of the cost of water leaked in causal connection with the insured event (e.g. water and sewer charge bills, reading of the water meter, etc.).

# “Above-Standard Assistance Services Insurance” to Personal Property and Liability Insurance 2014



## ABOVE-STANDARD ASSISTANCE SERVICES INSURANCE

### ARTICLE 1

#### Initial provisions

- The Supplementary Policy Conditions “Above-Standard Assistance Services Insurance” to Personal Property and Liability Insurance 2014 (hereinafter also referred to as **DPP ASISTENCE 2014**) relate to the General Policy Conditions Personal Property and Liability Insurance 2015 VPP PMO 2015 (hereinafter also referred to as **VPP PMO 2015**) and specify the rights and obligations of the Parties to the Above-Standard Assistance Services Insurance (hereinafter also referred to as the insurance).
- Within the scope under the provisions of Article II Sections 1, 2, and 3 of DPP ASISTENCE 2014, the insurance taken out under DPP ASISTENCE 2014 is insurance against loss or damage.
- DPP ASISTENCE 2014 conditions are an integral part of the Insurance Policy.

### ARTICLE 2

#### Insured perils and scope of above-standard assistance services insurance

- The insurance is being taken out in case of
  - unplanned hospitalization of the Insured as a result of illness or accident, or
  - occurrence of the Insured’s inability to work as a result of illness or accident.
 The scope of insurance under this Section of DPP ASISTENCE 2014 is hereinafter covered by the term “Personal Assistance”.
- In addition, the insurance is being taken out in case of an accidental need of the Insured for information about services provided by third parties specified (i.e. the services) in DPP ASISTENCE 2014 below, or in case of the Insured’s need to communicate with third parties providing services specified in DPP ASISTENCE 2014 below for the purpose of provision of such services to the Insured by a third party. The scope of insurance under this Section of DPP ASISTENCE 2014 is hereinafter covered by the term “**Concierge**”.
- In addition, the insurance is, in compliance with the provisions of § 2856 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter also referred to as **the Civil Code**), being taken out in case of occurrence of such a change in the Insured’s legal relations specified in DPP ASISTENCE 2014 below that is the reason for incurring necessary and purposeful costs by the Insured relating to exercise of his/her rights or legal defence of his/her rightful interests. The scope of insurance under this Section of DPP ASISTENCE 2014 is hereinafter covered by the term “Legal Assistance”.

### ARTICLE 3

#### Insured event

- An insured event within the scope of Personal Assistance is
  - unplanned hospitalization of the Insured resulting from illness or accident and longer than 48 hours, or
  - the Insured’s inability to work resulting from illness or accident and longer than 5 working days.
- An insured event within the scope of Legal Assistance is occurrence of such a change in the Insured’s legal relations (e.g. occurrence of the Insured’s liability for loss, the Insured’s participation in civil court, penal, administrative, arbitral, or other proceedings, occurrence of a legal dispute between the Insured and a third party, the need for exercising a legal right towards a third party, etc.) that is the reason for incurring necessary and purposeful costs by the Insured relating to exercise of his/her rights or legal defence of his/her rightful interests.
- An insured event within the scope of Concierge is any accidental need of the Insured to obtain information about services provided by third parties specified (i.e. the services) in DPP ASISTENCE 2014 below, or any accidental need of the Insured to communicate with third parties providing services specified in DPP ASISTENCE 2014 below for the purpose of provision of such services to the Insured by a third party.

### ARTICLE 4

#### Insurance benefits and other services provided by the Insurer relating to the insurance within the scope of Legal Assistance

- In compliance with the provisions of § 1 Section 2 of the Civil Code, as amended, the Insurer and the Policyholder have expressly agreed that for an insured event under the insurance within the scope of Personal Assistance or for an insured event under the insurance within the scope of Concierge, the Insurer shall provide the Beneficiary with not financial, but in-kind insurance benefits (consisting mainly in provision of information to the Beneficiary, or in provision of services to the Beneficiary, or in performance of an activity for the Beneficiary or for the benefit of the Beneficiary) specified in this Article of DPP ASISTENCE 2014 below.
- In the event of occurrence of an insured event under the insurance within the scope of Personal Assistance, the Insurer shall provide the Beneficiary with in-kind insurance benefits specified in Table 1 in this Article of DPP ASISTENCE 2014 below.

3. In the event of occurrence of an insured event under the insurance within the scope of Concierge, the Insurer shall provide the Beneficiary with in-kind insurance benefits specified in Table 2 in this Article of DPP ASISTENCE 2014 below.
4. In the event of occurrence of an insured event under the insurance within the scope of Legal Assistance, the Insurer shall provide the Beneficiary with insurance benefits corresponding to the necessary and purposeful costs incurred by the Insured relating to exercise of his/her rights or legal defence of his/her rightful interests and incurred in relation to:
  - a) legal representation of the Insured within civil court, penal, administrative, arbitral, or other proceedings
  - b) payment of legal or administrative fees which the Insured is, in accordance with the generally binding legal regulations, obliged to pay,
  - c) compensation for the cost of proceedings which the Insured is, in accordance with a legitimate decision, pay to another party to proceedings, to the state, to the arbitral court or an arbitrator, or
  - d) any other legal acts of factual acts relating to an insured event providing that the Insurer makes a written commitment to such insurance benefits in advance.
5. In addition to the insurance benefits within the scope of Legal Assistance, the Insurer also undertakes, in compliance with the provisions of § 2856 Section 1 of the Civil Code, to provide the Insured with services directly relating to this insurance to the following extent:

**5.1. Administrative and legal information:**

The Insurer undertakes to provide the Insured, at his/her request made by phone solely through the telephone number **+420 222 803 442 and within 2** working days of the request made by phone by the Insured, with verbal administrative and legal information by phone in the following areas:

- a) Contact information and office hours of public authority bodies.
- b) Information about the fact how the Insured should properly proceed within dealing or proceedings at a public authority body, including information about the obligatory and recommended requirements of proposals, requests, or other notices in writing of the Insured addressed to the public authority bodies.
- c) Assistance with filling in individual particular forms of proposals, requests, or other notices in writing of the Insured addressed to the public authority bodies.
- d) Information about legal and administrative fees.
- e) Information about generally binding legal regulations and their wording, including clarification of the meaning of their individual provisions.
- f) Information about material and local competence of courts of justice or other public authority bodies.
- g) Information about the possibilities of legal representation of the Insured without any interference in the Insured's right to free choice of a legal representative, including information about the structure and rates of legal representation fees.
- h) Information about the cost of civil court, penal, administrative, arbitral, or other proceedings.
- ch) Information about execution of a decision.
- i) Information about ordinary and extraordinary legal remedies.
- j) Information about the legal procedure of transferring movable or immovable property.
- k) Information about the legal procedure within exercising the rights relating to unsatisfactory performance or quality guarantee.
- l) Information about legal relations arising from so-called consumer contracts and about the consumer rights established by the generally binding legal regulations.

**5.2. Administrative and legal assistance:**

The Insurer undertakes to provide the Insured, at his/her request made by phone solely through the telephone number **+420 222 803 442 and within 2** working days of the request made by the Insured, with a service consisting in:

- a) Arrangement and payment of the cost of an expert's opinion concerning a professional question specified by the Insured.

The Insured shall only be provided with any service under Sections 4 and 5 of this Article of DPP ASISTENCE 2014 on condition that the service requested by the Insured is factually connected to any value of the Insured's insurable interest (the subject matter of the insurance) which is covered by the insurance taken out under VPP PMO 2015 under the identical Insurance Policy of which DPP ASISTENCE 2014 is an integral part.

**Table 1:**

Personal assistance	Scope of in-kind insurance benefits			Costs incurred by the Insured unindemnified by the Insurer	
<b>Nursing care</b>	transport of a provider to the Insured's	work of a provider in the household	transport of the provider back	cost of toiletries	costs exceeding the stipulated indemnity limit
<b>Treatment and care for children and seniors</b>	transport of a provider to the Insured's	work of a provider for treatment and care	transport of the provider back	cost of toiletries	costs exceeding the stipulated indemnity limit
<b>Food delivery</b>	transport of a provider to the Insured's	food delivery by a provider	transport of the provider back	cost of food	costs exceeding the stipulated indemnity limit
<b>Drug delivery</b>	transport of a provider to the Insured's	drug delivery by a provider	transport of the provider back	cost of drugs	costs exceeding the stipulated indemnity limit
<b>Transport to a medical facility and back</b>	transport of a provider to the Insured's	transport of the Insured to a medical facility and back	transport of the provider back		costs exceeding the stipulated indemnity limit
<b>Accompaniment to the doctor's and back</b>	transport of a provider to the Insured's	accompaniment of the Insured to the doctor's and back	transport of the provider back	cost of transport to the doctor's and back	costs exceeding the stipulated indemnity limit

<b>Shopping delivery</b>	transport of a provider to the Insured's	shopping delivery by a provider	transport of the provider back	cost of shopping	costs exceeding the stipulated indemnity limit
<b>Flat cleaning</b>	transport of a provider to the Insured's	flat cleaning by a provider	transport of the provider back	cost of cleaning detergents, cost dry cleaning, cost of transport of clothes to the dry cleaner's and back	costs exceeding the stipulated indemnity limit
<b>Work in the garden</b>	transport of a provider to the Insured's	work in the garden by a provider	transport of the provider back	cost of work aids	costs exceeding the stipulated indemnity limit
<b>Common care for domestic animals</b>	transport of a provider to the Insured's	Common care for domestic animals	transport of the provider back	cost of feed, bedding	costs exceeding the stipulated indemnity limit
<b>Guarding buildings</b>	transport of a provider to the Insured's	Guarding/patrolling of a building by a provider	transport of the provider back		costs exceeding the stipulated indemnity limit

**Table 2:**

<b>Concierge</b>	<b>Scope of in-kind insurance benefits</b>	<b>Costs incurred by the Insured undemnified by the Insurer</b>
<b>Booking of air tickets, trains and buses</b>	arrangement of the given service*	cost of tickets
<b>Arrangement of an alternative car</b>		cost of provision of an alternative car, including the cost of operation of the alternative car
<b>Looking up of connections</b>		cost of tickets
<b>Booking of accommodation</b>		cost of accommodation or any other potential costs relating to the accommodation
<b>Booking of cultural, sports events</b>		cost of cultural and sports events tickets

\*booking shall not be arranged if a credit card is required

- The Insured's or co-insured person's right to indemnity on the basis of assistance services arises on condition that the right to indemnity is exercised by the Insured or the co-insured person towards the Insurer solely in the verbal form over the phone on **+420 222 803 442** and the Insurer provides the Insured or the co-insured person with indemnity on the basis of assistance services solely through a person acting in the name and at the expense of the Insurer and determined by the Insurer.
- If the Above-Standard Assistance Services Insurance has been taken out together with the Contents Insurance and the Buildings Insurance at the same time, the Insured is entitled to insurance benefits both from the Contents Insurance and from the Buildings Insurance.

## ARTICLE 5

### Indemnity limits

Any potential limits specified in the Interpretation Clause for Personal Assistance apply to 1 insured event under one-fold limit increase option.

- Under the insurance within the scope of Personal Assistance, the Insurer shall provide the Beneficiary, for one insured event, with in-kind insurance benefits up to the common value of such insurance benefits:
  - under stipulated one-fold limit increase CZK 5000,
  - under stipulated two-fold limit increase CZK 10,000,
  - under stipulated three-fold limit increase CZK 15,000,
  - under stipulated four-fold limit increase CZK 20,000.
- Under the insurance within the scope of Legal Assistance, the Insurer shall provide the Beneficiary, for one insured event, with insurance benefits up to:
  - under stipulated one-fold limit increase CZK 10,000,
  - under stipulated two-fold limit increase CZK 20,000,
  - under stipulated three-fold limit increase CZK 30,000,
  - under stipulated four-fold limit increase CZK 40,000.
- Under the insurance within the scope of Legal Assistance and Personal Assistance, the Insurer shall provide the Beneficiary, for one insured event, with insurance benefits at most for:
  - two insured events occurring within the course of each single year of the Policy Period under stipulated one-fold limit increase,

- four insured events occurring within the course of each single year of the Policy Period under stipulated two-fold limit increase,
  - six insured events occurring within the course of each single year of the Policy Period under stipulated three-fold limit increase
  - eight insured events occurring within the course of each single year of the Policy Period under stipulated four-fold limit increase,
4. Under the insurance within the scope of Concierge, the Insurer shall provide the Beneficiary, for one and all insured events, with insurance benefits up to CZK 10,000.

## ARTICLE 6

### The Insured and the Beneficiary:

The Insured and, at the same time, the Beneficiary within the insurance taken out under DPP ASISTENCE 2014 refer to each of the insured persons and each co-insured person within the insurance taken out under VPP PMO 2015 by the identical Insurance Policy.

**Co-insured persons are natural persons who live permanently with the Insured in the same household and who jointly share the costs of their needs.**

## ARTICLE 7

### Claim notification

The Insured or the Beneficiary are obliged to notify the Insurer of occurrence of a loss-incurring event under the insurance taken out in compliance with DPP ASISTENCE 2014 solely in the verbal form over the phone on the telephone number **+420 222 803 442**.

## ARTICLE 8

### Insurance exclusions

In addition to the exclusions specified in Part A of Article VII of VPP PMO 2015, the insurance does not cover:

1. The Insurer shall not compensate for the costs incurred without prior consent of the Insurer, with the exception of the cases where these services may be refunded upon assessment in CZK on the basis of presented original documents if it appears that the Beneficiary was not able, for any objective reasons (particularly inaccessibility of a mobile network, the cost of services incurred in the way to prevent danger of life, health, or property), to contact the Insurer.
2. The insurance taken out under DPP ASISTENCE 2014 does not cover any loss-incurring events:
  - a) consisting in self-inflicted injuries or a deliberate act of the Insured, including abuse of drugs by the Insured or taking drugs by the Insured in contradiction to a doctor's recommendation or deliberate disrespecting of doctor's advice and recommendations, aiming for hospitalization or inability to work or their prolongation,
  - b) consisting in incurring necessary and purposeful costs by the Insured relating to exercise of his/her rights or legal defence of his/her rightful interests within a dispute between the Insured and the Insurer, Hypoteční banka, a.s. or a party acting in the name and at the expense of the Insurer and determined by the Insurer,
  - c) arisen in relation to a breach of the peace induced by the Beneficiary, or in relation to a criminal activity committed or attempted by the Beneficiary.

## ARTICLE 9

### Special provisions on insurance within the scope of Legal Assistance

1. in accordance with the provisions of § 2857 and § 2858 c) of the Civil Code, the Insurer undertakes to respect, in relation to any loss-incurring event occurring within the scope of Legal Assistance Insurance, the Insured's (and at the same time the Beneficiary's) right to free choice of a legal representative fully.
2. In accordance with the provisions of § 2859 of the civil Code, the Insurer shall inform the Policyholder of his/her right to ask the Insurer to enter into an arbitration agreement under a special legal regulation to solve any potential disputes resulting from the insurance within the scope of Legal Assistance taken out under DPP ASISTENCE 2014.

## ARTICLE 10

### Insured person's obligations

1. The Insured is obliged to notify the Insurer without unnecessary delay of occurrence of an insured event, to give truthful explanation concerning the occurrence and scope the consequences of this event, to provide the necessary documentation. Unless the Policyholder is the Insured at the same time, the Insured or another Beneficiary is obliged to do so.
2. The Insured is obliged to present the Insurer with any documents, doctor's certificates and opinions, requested by the Insurer in relation to an insured event or at any time within the course of the Policy Period without unnecessary delay.

## ARTICLE 11

### Interpretation clause

#### 1. Common care for domestic animals

Common care for domestic animals refers to arrangement of arrival of an animal tender at the address of the Insured's residence, and arrangement of the basic animal care:

- cleaning of the animal toilet and the place for sleeping (a cage, a terrarium, an aquarium, a doghouse, etc.),
- feeding animals,
- walking a dog up to 3 times a day for 20 minutes.

The Beneficiary is obliged to provide the Insurer with any necessary cooperation in provision of in-kind insurance benefits by the Insurer (particularly to arrange for access to the animals by handover of the keys of the place where they are located, etc.). The Insurer shall provide in-kind insurance benefits under DPP ASISTENCE 2014 only if they are relating to the following animals: dogs, cats, rabbits, rodents. Regardless of the previous sentence, the Insurer is not obliged to provide in-kind insurance benefits under DPP ASISTENCE 2014 in the case of dangerous, aggressive, poisonous, or unmanageable animals.

#### 2. Delivery of food

Delivery of food refers to delivery of hot or frozen food (according to the regional availability of the service) in the extent of one main meal per day.



3. **Transport to a medical facility and back**  
Transport to a medical facility and back refers to transport of the Beneficiary from the place of their residence to a medical facility and back to the place of their residence. The way of transport shall be chosen by the Insurer on the basis of the condition of the Beneficiary for whom the transport is intended. This transport shall be performed through an ambulance transport, a taxi service, or an alternative driver.
4. **Accompaniment to the doctor's**  
Accompaniment to the doctor's refers to arrangement of a person who accompanies the Beneficiary from the place of their residence to the doctor's and back.
5. **Delivery of drugs**  
Delivery of drugs refers to delivery of drugs for the Beneficiary, i.e. prescribed drugs and OTC drugs, to the place of their residence. If a drug is on prescription only, the Insurer shall pick up the prescription in question from the Beneficiary.
6. **Shopping**  
Shopping refers to shopping (including transport from the place of the Beneficiary's residence and back) for food and toiletries for the Beneficiary. The shopping is done on the basis of a written list of the required items handed over by the Beneficiary to the Insurer. In-kind insurance benefits also include depositing of the shopping to the respective places in the Beneficiary's flat.
7. **Guarding of a building**  
Guarding of a building refers to repeated checks of a guarded place by the Insurer. The Insurer shall particularly check unimpairment of the outside perimeters of the building (windows, shop windows, doors and other entrances), securing of the inside equipment (locking of rooms, switching off or on of lighting, electrical appliances, closing of water, etc.), and in the event of unauthorized penetration into the buildings or occurrence of damage to the building, the Insurer shall immediately notify the Insured and the police.
8. **Treatment and care for children and seniors:**  
**Treatment and care for children and seniors** refers to arrangement of treatment of children and seniors, including assistance with eating, daily personal hygiene, twice a week bathing and washing hair. The Insurer shall arrange for staying of a person through which the Insurer fulfils the commitment to provide insurance benefits with the treated persons of the Beneficiary for the whole stipulated period (up to 8 hours a day) and checking of the activities of the treated persons.
9. **Nursing service**  
Nursing service refers to assistance to the Beneficiary with eating and daily personal hygiene.
10. **Work in the garden**  
Work in the garden refers to up to 8 hours a day of work of the service provider.
  - a) Gardening:  
The Insurer shall arrange, in the plot owned or rightfully used by the Insured in the place of the location of the insurance of the real estate which is the value of the Insured's insurable interest (the subject matter of the insurance) which is covered by the insurance taken out under VPP PMO 2015 by the identical Insurance Policy of which DPP ASISTENCE 2014 is an integral part, for the following activities: watering of the garden, lawn mowing, pruning of trees, picking of fruit and vegetables in their seasons, common care for plants and garden beds.
  - b) Cutting firewood in autumn:  
The Insurer shall arrange for preparation of the stock of firewood for the winter period. Chopping of firewood and depositing it in the place determined by the Beneficiary in the location of the insurance of the real estate which is the value of the Insured's insurable interest (the subject matter of the insurance) which is covered by the insurance taken out under VPP PMO 2015 by the identical Insurance Policy of which DPP ASISTENCE 2014 is an integral part.
  - c) Snow removal in winter:  
The Insurer shall arrange for snow removal from a drive leading from a publicly accessible overland road, from an access road leading from a publicly accessible overland road or the plot border to the front door, or from a publicly accessible pavement immediately adjoining the real estate which is the value of the Insured's insurable interest (the subject matter of the insurance) which is covered by the insurance taken out under VPP PMO 2015 by the identical Insurance Policy of which DPP ASISTENCE 2014 is an integral part.
11. **Inability to work**  
Inability to work refers to the condition where the Insured is temporarily not able, in accordance with a doctor's decision and for the reason of illness or injury, to perform and is not performing any work or any job or any self-employment, including managerial and controlling activities, not even for a limited part of the day. The Insured who is a party to sickness insurance shall be issued a document proving occurrence of a temporary inability to work in accordance with the generally binding legal regulations (in accordance with the sickness insurance act), and the Insured who is not a party to sickness insurance shall arrange for a certificate of occurrence of inability to work issued by a general practitioner on the appropriate Insurer's form.
12. **Flat cleaning**  
Flat cleaning refers to the following activities: wiping and vacuuming of the floor, dusting in the residential rooms, cleaning of the bathroom and the lavatory, dish washing, making the beds, laundering, hanging, drying, ironing, and putting away of linen, watering plants, transport of clothes to the dry cleaner's and picking them up. Cleaning is performed using the Beneficiary's technology (a vacuum cleaner, a washing machine, etc.). The in-kind insurance benefits do not include window cleaning. Flat cleaning applies to the flat which is the value of the Insured's insurable interest (the subject matter of the insurance) which is covered by the insurance taken out under VPP PMO 2015 by the identical Insurance Policy of which DPP ASISTENCE 2014 is an integral part.