

# INSURANCE TERMS AND CONDITIONS

## FOREIGNERS' LIABILITY INSURANCE

# ODPO\_CIZ 1/20

effective as of 1 June 2020



*Chráníme to nejčennější*

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## Art. 1 Introductory Provisions

1. The rights and obligations of the parties to the Foreigners' Liability Insurance ensuing from activities in the course of ordinary civil life (hereinafter referred to as "Insurance") is governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), these Insurance terms and conditions for the Foreigners' Liability Insurance ensuing from activities during the course of ordinary civil life (hereinafter referred to as "Insurance terms and conditions"), and the provisions contained in the insurance contract, and in other documents which make up an integral part thereof.
2. Arrangements in the insurance contract that deviate from the Civil Code or these Insurance terms and conditions shall prevail.
3. Foreigners' Liability Insurance ensuing from activities during the course of ordinary civil life is private insurance and is arranged as loss insurance for insurance perils stipulated in the insurance contract.
4. The contracting parties are, on the one hand, the Policyholder and, on the other, **Pojišťovna VZP, a.s.** (hereinafter referred to as the "Insurer").

## Art. 2 Definition of Terms

The following definitions of terms shall apply for the purpose of this Insurance:

1. **Valuables** are considered as being:
  - a) money, i.e. valid Czech as well as foreign bank notes and coins,
  - b) payment notes, i.e. postage stamps, revenue stamps, lottery tickets, public transport vouchers and tickets, mobile phone recharging coupons, meal vouchers, motorway stamps, etc.,
  - c) deposit and check books, securities, payment cards and similar documents,
  - d) precious metals, precious stones and pearls, and articles made from them, small luxury items, with a value exceeding CZK 10,000 per piece (e.g. luxury watches, luxury fountain pens, etc.).
2. A **Third person** is understood to mean a person not financially affiliated with the Insured Person in any way, is not a family member, nor lives with the Insured Person in a common household.
3. An **Electric bicycle** is understood to mean a bicycle (or scooter) equipped with an auxiliary electric motor with an output of up to 250 W, whose operation deactivates when the maximum speed of 25 km/h is reached.
4. A **Beneficiary** is a party with a right to an Insurance Benefit as a result of an Insured Event.
5. A **family member** is, for the purpose of this Insurance, a person who is directly related to the Insured Person (ancestor and descendant), including stepchild and adopted or taken into foster care by the Insured Person, a sibling, a husband, a registered partner, a partner, a brother or sister-in-law, a father or mother-in-law, a son or daughter-in-law.
6. An **Insurance Certificate** is a written confirmation that an insurance contract has been concluded, which the insurer issues to the Policyholder.
7. The **Term of Insurance** is the period for which the personal Insurance was agreed.
8. An **Insured Event** arises should the Insured Person become obliged to pay compensation for damage resulting to another person, for which the Insured Person is liable pursuant to a legal regulation and which is connected to the Insurer's obligation to pay an Insurance Benefit according to the Insurance terms and conditions of the arranged Insurance.
9. **Premium** is consideration for the Insurance cover provided, which the Policyholder is obliged to pay to the Insurer.
10. An **Insured Peril** is the possible cause of an Insured Event, which is stated in these Insurance terms and conditions, or as agreed in the insurance contract.
11. **Insurance Period** is the period of time in respect of which the premium was paid. Unless otherwise agreed in the insurance contract, the Insurance shall be arranged as having an Insurance Period of one year.
12. An **Insurance Hazard** is a measure of the probability of the occurrence of the Insured Event caused by an Insured Peril.
13. The **Policyholder** is the party that has concluded the insurance contract with the Insurer and that is obliged under this policy to pay the premium.
14. **Insurance year** is a period of 12 consecutive calendar months, with the first insurance year commencing on the day specified in the insurance contract as the start of the Insurance.
15. **Loss Insurance** is understood to mean an insurance the purpose of which is to provide compensation for a loss arising from an Insured Event.
16. The **Insured Person** is a person without permanent residence in the Czech Republic, in respect of whose liability the Insurance relates.
17. **Insurance fraud** is understood to mean the stating of false or grossly distorted information or concealing material information in connection with the conclusion or amendment of the insurance contract, in connection with the settlement of an Insured Event, or whilst exercising the right to an Insurance Benefit. Insurance fraud is also understood to be its preparation, invoking, or pretending an event associated with the right to an Insurance Benefit (with an intent to obtain a benefit for oneself or another), or maintenance of the state caused by the Insured Event (with an intent to increase the damage incurred).
18. **Professional sporting activity** is understood to mean activity performed on the basis of a professional contract concluded with a sports club or another subject in

this area and / or performed for remuneration, which is the principal or predominant income.

19. A **partner** is understood to mean a partner of a commercial company, who is entered in the Commercial Register.
20. **Common household** is understood, for the purposes of this Insurance, to mean the coexistence of two or more natural persons in a consumer partnership, in which the individual members contribute, in accordance with their abilities and possibilities, towards the payment of all common costs as well as towards the procurement of common needs.
21. The **deductible** is the amount agreed in the insurance contract, by which the Authorised Person participates in the Insurance Benefit. It can be expressed as a percentage of the Insurance Benefit, an absolute amount or by a period of time, or a combination of these variables. The deductible is subtracted from the total amount of the Insurance Benefit during every Insured Event.
22. A **Loss Event** is an event resulting in damage which may constitute grounds for the establishment of a right to an Insurance Benefit.
23. A **Party to the Insurance** is the Insurer and the Policyholder, as the contracting parties, as well as the Insured Person and every other person to whom a right or obligation arose under the private insurance.
24. **Intentional damage** is damage that was caused by an intentional act or an intentional omission, if the party responsible for the damage knew that it can cause damage, and wanted to cause this damage, or had known that the resulting damage can be caused, with which he/she was aware.
25. **Things taken into possession** are movable things taken into possession by the Insured Person for the purpose of providing a service (safekeeping, repair, etc.).
26. **Things used** are things that the Insured Person is justly using but does not own.
27. **Things of special and cultural value** shall be considered to be:
  - a) things of artistic value (paintings, sculptures and graphic works of art, products made of porcelain, glass and ceramics, hand-knotted carpets, tapestries, etc.), whose value is not determined solely by their production costs, but also by their artistic quality and by the author of the work,
  - b) things of historic value, i.e. things whose value is given by the fact that they have a link to history, a historic event or person,
  - c) antiques, i.e. things that are, as a rule, more than 100 years old, which also have an artistic value, or are unique in their character,
  - d) collections, i.e. a collection of things of the same character and collector's interest, given that the sum of the values of the individual things comprising the collection is lower than the value of the collection as a whole.
28. **Damage to the environment** is damage to the environment or components thereof (e.g. contamination of the soil, rocks, air, surface and ground water, living organisms - flora and fauna). Damage caused by environmental pollution is considered to also include subsequent damage which was causally related to the environmental pollution (e.g. death of fish and animals due to the contamination of water, destruction of crops as a result of soil contamination, foregone profit). Contamination is understood to mean pollution or other deterioration in the class, value or quality of the individual components of the environment.

## Art. 3 Extent of the Insurance

1. With the exception of the stated exclusions, the Insurance covers the liability of the Insured Person for damage caused during activities in the course of ordinary civil life, i.e. in particular:
  - a) whilst running a household or resulting from the operation of a household's equipment,
  - b) during recreation or entertainment,
  - c) during sport, even when taking part in races, sporting events and exhibition events, as well as whilst preparing for them, including damage caused between participants of collective sports,
  - d) as a pedestrian or cyclist (even on an electric bicycle) or whilst horse-riding,
  - e) as an owner or keeper of domestic and farm animals commonly kept in households in the Czech Republic as a hobby or need,
  - f) as an owner, operator or user of a vessel (other than a jet ski), not subject to registration by the State Navigation Administration, or a similar authority abroad, the steering of which does not require a certificate of navigational competence, or a similar certificate valid abroad.
  - g) as an owner, operator or user of a model aircraft or an unmanned system (e.g. drone), not subject to compulsory registration at the Civil Aviation Authority, or a similar authority abroad, the piloting of which does not require a pilot registration, used solely for recreational and sporting purposes in airspace set aside by this authority.
2. The following persons are also covered by the Insurance to the same extent as the Insured Person (co-insured persons):
  - a) family members, assuming they live permanently in a common household with the Insured Person,
  - b) natural persons performing ancillary work in the Insured Person's household, in the case of their liability for damage caused to other persons in the course of this activity,
  - c) natural persons whom the Insured Person has entrusted the task of taking care of or the normal maintenance of their apartment or the keeping of a pet or farm

animal, in the case of their liability for damage caused to other persons in the course of this activity.

- The Insurance does not cover liability for damage resulting from the ownership or holding of real estate.

#### Art. 4

##### Temporal and Territorial Validity of the Insurance

- A prerequisite for the establishment of the right to an Insurance Benefit is the fact that the Insured Event as well as the cause of damage and the damage to the damaged party occurred within the Duration of the Insurance
- The Insurance covers only events that occurred on the territory stated in the insurance contract.

#### Art. 5

##### Insurable interest

- Insurable interest is a legitimate need for protection from the consequences of the Insured Event.
- If the Insured Person consented to the Insurance it is understood that the Policyholder's insurable interest was demonstrated.
- The insurance contract shall be invalid if the Interested Party did not have an insurable interest and the Insurer knew or ought to have known this when concluding the insurance contract.
- The insurance contract shall be invalid if the Policyholder has knowingly insured a non-existent insurable interest, but the Insurer did not or could not have known this; however, the Insurer shall be entitled to remuneration corresponding to the premiums until the time it learned of the insurance contract being invalid.
- The termination of the insurable interest must always be proven to the Insurer.

#### Art. 6

##### Conclusion of the Insurance Contract

- If the Policyholder accepted the offer for the conclusion of an insurance contract by the timely payment of the premium in its full amount or of the full amount of the agreed premium instalment, it shall be deemed that the written form of the insurance contract has been duly observed.
- An integral part of the insurance contract, apart from the Insurance terms and conditions, are also all agreements, supplements and annexes to the insurance contract and all documents defining the terms and conditions of the establishment, duration, alteration and expiration of the Insurance (e.g. applications, questionnaires, protocols, statements, etc.).

#### Art. 7

##### Insurance Inception. Term of Insurance. Insurance Period

- The insurance is concluded for an indefinite time period, unless agreed otherwise in the insurance contract.
- The insurance is established as of the date of the commencement of the insurance agreed in the insurance contract.
- The Insurance Period is one year, unless agreed otherwise in the insurance contract. The first day of the first Insurance Period is the date of the commencement of the Insurance. The subsequent Insurance Periods for all negotiated Insurance agreed in the insurance contract then commence on the day (the so-called anniversary day) which is identical to the day of the commencement of the Insurance in the number of the day and the name of the month.
- The Insurance lasts from its commencement until the actual expiration of the Insurance.
- The Insurance cannot be suspended for reason of the non-payment of the premium.

#### Art. 8

##### Amendments to and Termination of the Insurance Contract. Expiry of the Insurance

- The insurance shall terminate by a notice of termination of the Insurer or the Policyholder served to the counterparty:
  - at least six weeks prior to the expiry of the Insurance Period. The insurance shall expire upon the expiry of this Insurance Period. If the notice of termination is served to the counterparty later than six weeks prior to expiry of the Insurance Period, the insurance shall terminate as at the end of the following Insurance Period,
  - within two months of the conclusion of the insurance contract. An eight-day notice period shall commence running upon the serving of the termination notice, with the insurance expiring upon the passing of this period,
  - within three months of the serving of the notification of the occurrence of the Insured Event. A one-month notice period shall commence running upon the serving of the termination, with the insurance expiring upon the passing of this period.
- The Insurance shall terminate, subject to an eight-day notice period, by way of a written notice of the Policyholder served to the Insurer:
  - within two months of learning that the Insurer applied a viewpoint contrary to the principle of equal treatment in determining the amount of the premium or for calculating the Insurance Benefit,
  - within one month of receiving notification of the transfer of the insurance portfolio or part thereof or the transformation of the Insurer,

- within one month of the publishing of the notification that the licence enabling the Insurer to carry on its insurance business has been withdrawn.

- The Insurance shall also terminate:

- on the date of the serving to the Insurer of the Policyholder's notice on the termination of the insurance peril,
- on the date of the serving to the Insurer of the Policyholder's notice on the termination of the insurable interest,
- on the date of the death of the Insured Person notified without undue delay by the Policyholder (or a surviving relative) to the Insurer, in the absence of another written agreement,
- on the date of the serving to the Policyholder of the Insurer's notice on the termination of the Insurance based on a refusal to pay the Insurance Benefit,
- on the date of the futile expiry of the deadline set by the insurer in the reminder notice for the payment of an outstanding premium or part thereof,
- expiry of the Term of Insurance in the case of insurance contracts concluded for a definite time period.

- If the Policyholder or the Insured person breaches, whether intentionally or through negligence, the duty stipulated in paragraph 1 of Article 13, the Insurer shall be entitled to withdraw from the insurance contract if it can prove that it would not have concluded the insurance contract had the questions been answered truthfully and completely. The Policyholder shall be entitled to withdraw from the insurance contract if the Insurer breached the duty stipulated in paragraph 10 or 11 of Article 14. The right to withdraw from the insurance contract shall expire if not exercised by a party within two months of the day that this party had learned or ought to have learned of a breach of the duty stipulated in paragraph 1 of Article 13 or in paragraph 10 or 11 of Article 14.

- If the insurance contract was concluded by means of a remote transaction, the Policyholder shall be entitled to withdraw from the policy, without giving any reason, within 14 days of its conclusion or of the date on which the terms and conditions were communicated to him, if such communication first occurs only upon his request after the conclusion of the policy.

- The insurance contract may, in exceptional cases, be terminated by a written agreement of the contracting parties under the agreed conditions.

- If Insurance of another party's insurable risk is concluded, then the Insured Person shall take the place of the Policyholder on the date of the Policyholder's death or the date of it being wound up without a legal successor; however, if the Insured Person gives written notice to the Insurer within thirty days of the Policyholder's death or winding up that he/she is not interested in the Insurance, the Insurance shall expire on the date of the Policyholder's death or winding up. The effects of a delay shall not impact the Insured Person before the expiration of 15 days from the date that the Insured Person learned of his entry into the Insurance. However, if there is more than one Insured Person, the Insurance of all such parties shall terminate upon the expiry of the period in respect of which a premium was paid. However, if the premium is not paid for the period in which the Policyholder died or expired, the Insurance shall terminate on the day of the Policyholder's death or expiry.

- If there is a material increase in the Insurance Hazard during the Duration of the Insurance such that, had it existed in this extent at the time of the conclusion of the insurance contract, the Insurer would have concluded the policy under different conditions, the Insurer shall be entitled to propose, within a period of one month of the date on which it had learned of the increase in the Insurance Hazard, an amendment to the insurance contract, with effect from the date on which the Insurance Hazard had increased

If the Policyholder disagrees with an offer for an amendment to the insurance contract or fails to respond within one month of the date of its serving, the Insurer has the right to terminate the insurance contract within a period of one month from the date of receiving notice of the Policyholder's disagreement with the amendment to the insurance contract, or from date of expiry of the deadline for the policyholder to respond to the offer. In such a case, the insurance shall terminate upon the expiry of eight days from the serving of the notice of termination to the Policyholder.

- If there is a substantial increase in the Insurance Hazard during the Duration of the Insurance such that, had it existed in this extent at the time of the conclusion of the insurance contract, the Insurer would not have concluded the policy, the Insurer shall be entitled to terminate the insurance contract within a period of one month of the date on which it had learned of the increase in the Insurance Hazard. In such a case, the insurance shall terminate upon the expiry of eight days from the serving of the notice of termination to the policyholder.

- The insurance contract terminates upon the expiry of all Insurances.

#### Art. 9

##### Premium

- The Premium is the consideration for the Insurance cover provided. The amount of the premium is determined by the Insurer. 1. The policyholder is obliged to pay the premium
- The amount of the premium is set in the insurance contract.
- The premium is a current premium, unless agreed otherwise in the insurance contract.
- The insurer shall become entitled to the premium upon the conclusion of the insurance contract.
- A premium is payable on the date and in the amount specified in the insurance contract.

6. The premium shall be considered as duly paid if demonstrably received by the Insurer's agent or credited to the Insurer's bank account. It is possible to arrange, as part of the insurance contract, that the current premium will be paid in instalments. The individual instalments of the premium are always payable on the date stated in the insurance contract. The arrangements on the payment of the premium in instalments do not affect the length of the Insurance Period. If the Policyholder is in delay with the payment of the instalment, the Insurer shall be entitled to exercise the right to the payment of the entire premium for the Insurance Period.
  7. If the Policyholder is in arrears with the payment of the premium, the insurer shall be entitled to prescribe interest on arrears and the costs associated with the sending of payment reminder notices and the enforcement of this premium.
  8. The Insurer will set off its outstanding premiums in the order in which they were created rather than in the order in which reminder letters were sent.
  9. If the Insurance is terminated as a consequence of an Insured Event, the Insurer shall be entitled to the premium up to the end of the Insurance Period in which the Insured Event occurred. If the insurance terminates by agreement, the agreement may stipulate a different arrangement.
  10. If the insurance contract is terminated by agreement before the date of the commencement of the Insurance, the Insurer shall return all received premiums to the Policyholder upon the return of all documents verifying the validity of the Insurance (insurance contract and policy).
  11. The Insurer may unilaterally change the amount of the current premium pertaining to the next Insurance Period if there is a change in the conditions decisive for determining the amount of premium, namely:
    - a) generally binding legal regulations or established judicial practice (e.g. in the area of damage compensation) that have an effect on determining the amount of the premium or Insurance Benefit or on the insurer's costs (e.g. change in taxes or the compulsory extent of insurance protection),
    - b) factors leading to an increase in the Insurance Benefit, which are independent of its will (e.g. change in the prices of goods, services and spare parts),
    - c) generally binding legal regulations imposing additional costs on the insurer (e.g. mandatory payments), which the insurer was not obliged to pay at the time of conclusion of the policy, or
    - d) if the premiums are insufficient to ensure the continued ability to meet the insurance company's commitments in accordance with the law regulating the insurance industry.
  12. If the Policyholder disapproves with the change in the amount of the premium under the preceding paragraph, it must make its disapproval known within one month of the date when it had learned of the proposed change in the amount of the premium. In this case, the insurance shall terminate upon the expiry of the Insurance Period that preceded the Insurance Period in respect of which the premium in the new amount was set. The Insurer is obliged to alert the Policyholder of this termination of the insurance in the notice of the newly established amount of the premium.
  13. If the Policyholder withdraws from the insurance contract, the Insurer shall return to the Policyholder the received premiums within 30 days of the date of the withdrawal taking effect less any Insurance Benefits it may have paid under the Insurance; if the Insurer withdraws from the insurance contract, it shall be entitled to also set off the costs associated with taking out and administering the Insurance. If the Insurer withdraws from the Insurance, the Policyholder, Insured Person or another party who had already received an Insurance Benefit shall reimburse the Insurer within this same time period the amount of the Insurance Benefit received that is surplus to the received premiums.
  14. If the Policyholder withdraws from the insurance contract according to Article 8(5), the Insurer shall return to the Policyholder the received premiums without undue delay, but not later than 30 days from the date of the withdrawal taking effect; in so doing, the Insurer shall be entitled to deduct any Insurance Benefit it had already paid under the Insurance. However, if the amount of Insurance Benefit paid exceeds the amount of premiums received, the Policyholder, or the Insured Person or the Beneficiary shall be obliged to pay the Insurer the amount of the Insurance Benefit paid that is surplus to the premiums received.
  15. The Insurer is entitled to deduct from the Insurance Benefit outstanding premium amounts and other due receivables from all insurance contracts concluded by the Policyholder.
- d) acts of war, rebellion, insurrection, or other mass violent riots, strikes, lockouts, terrorist acts (i.e. violent actions with a political, social, ideological or religious motive) or intervention by a state or official power,
  - e) the development, manufacturing, provision or installation of software, from losses, damage, change or reduced functionality or possibility to operate or use telecommunication devices or other means of communication, computer system, software programs, internet, data, information sources, microchips, an integrated circuit or similar devices in computer or other equipment.
4. The Insurance does not cover liability for damage:
    - a) caused intentionally or assumed beyond the framework provided by a legal regulation,
    - b) caused by the gradual effects of temperature, escaping substances (e.g. gases, vapours, diesel, petrol, oils, fly ash, smoke, etc.), moisture, noise, radiation and wastes of all types,
    - c) caused by land subsidence (i.e. by the sinking of the Earth's surface towards the centre of the Earth as a result of the action of natural forces or human activity), landslides, erosion, industrial blasting or as a result of undermining (i.e. by human activity comprising of the excavation of underground tunnels, shafts, tunnels, and similar underground structures),
    - d) caused to things, which were lent to the Insured Person or which he/she is justly using or has in his/her possession, or to animals that he/she cares for, except for damage caused by fire, smoke, explosion, or leakage of fluid from water supply equipment to movable and immovable things, that the Insured Person leased for the purpose of living or recreation,
    - e) by environmental pollution,
    - f) granted by a court in the United States, Canada or Australia, or granted pursuant to the laws of the United States, Canada or Australia,
    - g) for which the Insured Person (co-insured person) is responsible to persons living with him/her in a common household,
    - h) for which the Insured Person (co-insured person) is responsible to family members not living with him/her in a common household (save for damage to health and damage caused by fire, smoke, explosion, or leakage of fluid from water supply equipment),
    - i) for which the Insured Person (co-insured persons) is responsible to his/her partners or persons living with him/her in a common household,
    - j) suffered by the Insured Person (co-insured person),
    - k) caused to a legal entity, in which the Insured Person (co-insured person) has an ownership interest of 10 % or more,
    - l) caused to a legal entity or a natural person, which or who is the controlling party of a legal entity owned by the Insured Person (co-insured person).
  5. The Insurer shall not provide a benefit for fines, penalties or other contractual, administrative or criminal penalties or other payments having a punitive, exemplary or preventive character.
  6. Likewise, the Insurance does not cover liability for damage caused:
    - a) to plants by animals,
    - b) by formaldehyde, asbestos or material containing asbestos, synthetic mineral fibres or toxic mould,
    - c) by the introduction or spreading of an infectious disease affecting people, animals or plants,
    - d) by blood derivatives, transmission of HIV, genetic changes in an organism or genetically modified organisms,
    - e) to movable things, which the Insured Person took into possession for the purpose of processing, repair, modification, sale, storage or provision of technical assistance,
    - f) to an asset used by the Insured Person illegally,
    - g) during the course of professional sporting activity,
    - h) to the employer in the performance of work duties or in direct connection therewith, or caused during another income-earning activity undertaken by the Insured Person,
    - i) in connection with the handling of weapons, ammunition, explosives, pyrotechnics (excluding category 1 - 3 fireworks), hazardous chemicals or preparations, or hazardous waste,
    - j) by a work accident or occupational disease, including reimbursement of the costs of treatment incurred by the health insurance company on healthcare and regression compensation, which the Insured Person is obliged to pay to the sickness insurance body,
    - k) by the operation of a vessel, if the transported persons suffered damage to valuables, things of special and cultural value, optical instruments, or consumer electronics products,
    - l) in connection with activities for which legal regulations impose an obligation to conclude liability insurance (e.g. vehicle operation, game hunting, etc.),
    - m) in connection with the ownership, maintenance, or operation of a motor vehicle; jet ski; vessel subject to registration by the State Navigation Administration, or a similar authority abroad; aircraft, model aircraft or an unmanned system (e.g. drone), subject to compulsory registration at the Civil Aviation Authority, or a similar authority abroad.
    - n) by information or advice,
    - o) by the unauthorised performance of activities, services, and works (e.g. construction or demolition),
    - p) by the committing of an intentional crime.

## Art. 10

**Exclusions from the Insurance**

Insured Events are not:

1. events which the Policyholder, the Insured Person or the Beneficiary could foresee or which they knew of at the time the insurance contract was taken out,
2. events caused by an intentional act or intentional illegal act (or attempted act) of the Policyholder, Authorised Person, family members of the Authorised Person, persons living in a common household with the Authorised Person, or third person on the initiative of the above-mentioned persons,
3. events which have occurred as a consequence of or in connection with:
  - a) ingestion or consequences of the Insured Person's ingestion of alcohol, drugs, narcotics or other psychotropic or addictive substances,
  - b) nuclear reaction, nuclear radiation or contamination by a radioactive substance, asbestos, formaldehyde or other chemical or biological contamination,
  - c) the effect of electromagnetic fields and electromagnetic radiation and any other radiation,

## Art. 11

**Extent and Due Payment of the Insurance Benefit**

1. In the event of damage to a tangible immovable and movable property (hereinafter "property"), the Insurer shall provide reimbursement for the:
  - a) damage to the property caused by its damage, depreciation or destruction,
  - b) subsequent financial loss arising to the owner of the or a party justly using or enjoying the personal property under a contract as a direct consequence of the damage specified under letter a) of this paragraph, if the damage to such property is covered by insurance arranged on the basis of these insurance terms and conditions (e.g. foregone profit, costs of disposing the damaged property, hiring fee for a replacement machine, etc.).
2. In the event of damage to a live animal (hereinafter "animal"), the Insurer shall provide reimbursement for the:
  - a) damage caused by the death, loss or injury of the animal,
  - b) subsequent financial damage arising to the owner of the animal or a party justly using or enjoying the benefits of the animal under a contract as a direct consequence of the damage specified under letter a), if the damage to the animal is covered by insurance arranged on the basis of these insurance terms and conditions (e.g. foregone profit); purposefully incurred costs associated with caring for the health of the injured animal shall be reimbursed to the party incurring them.
3. In the event of damage to the health of a person (i.e. physical damage or death), the Insurer shall provide reimbursement for:
  - a) non-property loss caused by a breach of the damaged party's right to health protection (e.g. compensation for pain and suffering, compensation for social impairment),
  - b) the mental suffering of a spouse, a parent, a child or another of the damaged party's next of kin in the event of the death or particularly serious damage to the health of the damaged party,
  - c) subsequent financial loss caused as a direct consequence of damage to the health of a person, if such a loss is covered by insurance arranged on the basis of these insurance terms and conditions (e.g. loss of earnings, foregone profit, funeral costs, treatment costs, etc.).
4. The Insurance also covers compensation of non-property damage caused by the Insured Person's unauthorised interference with the right to protection of the damaged party's personality.
5. The Insurance also covers the regressive compensation of an insurance company, health insurance company, or administrative body, should the Insurer were obliged to provide an Insurance Benefit under this Insurance in the case of the direct exercising of a claim by the damaged party towards the Insured Person.
6. The Insurer shall pay damage on behalf of the Insured Person up to a maximum equal to the **Insurance Benefit limit** from one Insured Event specified in the insurance contract for the agreed Insurance. This Insurance Benefit limit is set by the Policyholder at its own responsibility.
7. If the Insured Person fulfilled all the obligations imposed upon him/her by the applicable legal regulations, the Insurance terms and conditions and the insurance contract, the Insurer shall be obliged to pay the costs of his/her legal protection to the extent of
  - a) proceedings on the damage compensation before the applicable authority, if necessary in order to ascertain the liability of the Insured Person or the amount of the damage compensation, and the costs of the legal representation of the Insured Person in these proceedings at all levels,
  - b) the defence in criminal proceedings (i.e. during preliminary proceedings and in proceedings before the court at all levels) brought against the Insured Person in connection with the loss event,
  - c) the out of court hearing of the damaged party's claim for damage compensation, on the condition that it undertook to do so in writing.

The costs of legal representation, which exceed regulatory remuneration of an attorney in the Czech Republic as prescribed by the applicable legal regulations, shall only be paid by the Insurer if it undertook to do so in writing.

The Insurer shall not reimburse the costs if the Insured Person was found guilty of a wilful criminal offence in connection with the loss event. If the Insurer has already paid these costs, it is entitled to a refund of the amount thus paid from the Insured Person.
8. The Insurer shall compensate the Insured Person for the costs of his/her legal protection up to the Insurance Benefit limit from one Insured Event specified in the insurance contract for the agreed Insurance. This Insurance Benefit limit is set by the Policyholder at its own responsibility.
9. Multiple claims for damage compensation arising from a single cause or from multiple causes that are temporally, locally, or otherwise directly related, shall be considered as a single Insured Event, irrespective of the number of damaged parties.
10. The Insurance Benefit for all Insured Events arising during one insurance year shall be provided by the Insurer up to twice the respective limit of the Insurance Benefit specified in the insurance contract for the agreed Insurance.
11. Where compensation for damage is being decided by a court or other competent authority, the Insurer shall commence the investigation of the Loss Event only on the date on which it had received the final decision of this body.
12. If the Insured Person breached any of the obligations specified in Art. 13, para. 4., letters b), d), and f), or in Art. 13, para. 5., letter a), b) and e) of these Insurance terms and conditions and this breach affected the establishment or determination of the amount of the Insurance Benefit, the Insurer shall be entitled to reduce the Insurance Benefit in proportion to the influence this breach had on the extent of its duty to pay.
13. The Insurer is not obliged to pay if the Insured Person breached any of the obligations specified in Art. 13, para. 4., letter e) or in para. 5., letter c) and d) of these Insurance terms and conditions.
14. The damaged party is not entitled to claim an Insurance Benefit from the Insurer.
15. The Insurer shall provide an Insurance Benefit to the extent contractually agreed as at the date of the Insured Event occurring.
16. The amount and extent of the Insurance Benefit is determined by the Insurer in accordance with the Insurance terms and conditions and the provisions contained in the insurance contract.
17. The payment of an Insurance Benefit is conditional on the occurrence of an Insured Event and the meeting of all the conditions and obligations ensuing from the insurance contract and parts thereof, namely the payment of the premium.
18. If the Insured Person was entitled to receive the Insurance Benefit, that he/she did not receive whilst alive, and his/her death was not an Insured Event this unpaid Insurance Benefit shall become the subject of inheritance proceedings.
19. The Beneficiary (i.e. the party entitled to the Insurance Benefit under the insurance) is the Insured Person, unless stated otherwise in the insurance contract or the other provisions of the insurance terms and conditions relating to the arranged insurance.
20. The Insurance Benefit is provided as a monetary amount. This shall also be held to apply when an Insurance Benefit is provided under liability insurance and the Insured Person is obliged to compensate the damage caused by reinstating it into the condition. Insurance benefits as well as any other financial performance under the insurance shall be paid in the local currency, unless an obligation to pay in another currency ensues from legal regulations, including international treaties by which the Czech Republic is bound, or from an agreement with the Policyholder. In cases of the conversion of a foreign currency for the purpose of determining the amount of the benefit, the Insurer shall use the exchange rate of the Czech National Bank valid at the time the Insured Event occurred. The Insurer does not bear any exchange rate risk associated with currency conversions.
21. The Insurance Benefit is subject to an upper limit. The upper limit shall be determined by an Insurance Benefit limit.
22. The Policyholder shall set the upper Insurance Benefit limit at its own responsibility.
23. If a lower premium was agreed as a consequence of a breach of a duty of the Policyholder or the Insured Person, the Insurer shall be entitled to, accordingly, reduce the Insurance Benefit.
24. If the breach of the duty of the Policyholder, Insured Person or another party entitled to the Insurance Benefit had a material effect on the occurrence of the Insured Event, its course, on increasing the extent of its consequences or on ascertaining or determining the amount of the Insurance Benefit, the Insurer shall be entitled to reduce the Insurance Benefit proportionally to the effect that this breach had on the extent of the Insurer's duty to render benefits.
25. If, by breaching any of their respective obligations, the Policyholder, the Insured Person or the Beneficiary hindered the investigations conducted by the Insurer, the Insurer shall be entitled to reduce the Insurance Benefit in proportion to the effect that this breach had on the extent of its obligation to provide an Insurance Benefit.
26. If, as a consequence of a breach of any of the obligations of the Policyholder, the Insured Person or the Beneficiary, the Insurer suffered a loss or was forced to incur unnecessary costs (e.g. litigation costs), the insurer shall be entitled to be compensated for this loss or these costs by the party who, by breaching its obligation, caused the Insurer to suffer such a loss or to incur unnecessary costs.
27. The Beneficiary shall participate in the Insurance Benefit in the form of the agreed deductible. The deductible shall be subtracted by the Insurer from the total amount of the Insurance Benefit. The total amount of the Insurance Benefit is understood to be the amount of the determined Insurance Benefit before subtracting the agreed deductible. The Insurer shall not provide the Insurance Benefit in the event that the total amount of the Insurance Benefit does not exceed the agreed deductible.
28. All Insured Events arising from the one cause shall be deemed to constitute a single Insured Event. Furthermore, all Insured Events arising from several causes of the same type, on the condition that they share a connection in terms of place, time or have another direct link, are also deemed to constitute a single Insured Event.
29. The Insurer is entitled to deduct its insurance premium claims from the Insurance Benefit or any other claims it may have under the insurance. This does not apply to compulsory insurance. The Insurer is entitled to set off against the Insurance Benefit its claim against a party entitled to a benefit under the insurance, even if the claim against this party was established under other insurance.
30. If the Beneficiary or the damaged party, as the case may be, is entitled, in the event of repairs or a replacement related to the Insured Event, to a deduction of the value added tax (hereinafter "VAT"), the Insurer shall provide the Insurance Benefit calculated in the amount excluding VAT.
31. The Insurer shall not be obliged to provide Insurance Benefit if, in exercising a right to a benefit under the insurance, the Beneficiary had given false or grossly distorted information concerning the Insured Event or had withheld particulars concerning this event.
32. The insurer may, for reasons stipulated by the Civil Code, to refuse to provide a benefit under the insurance contract.
33. The Insurer shall commence investigations without undue delay of the notification of the loss event and shall continue in such investigations in such a manner as to

ensure that they are concluded no more than three months of receiving such a notice. If it is not possible to conclude the investigations within this time period, the Insurer shall be obliged to notify the party that had exercised its right to an Insurance Benefit of the reasons why this was not possible.

34. The period of the investigations does not include a period during which are a pending proceedings before a public authority (in particular, civil or criminal court proceedings, misdemeanour or other administrative proceedings) or arbitration proceedings, the outcome of which is decisive in determining the insurer's obligation to provide Insurance Benefit, or proceedings in the matter of a criminal complaint based on the suspicion of insurance fraud being committed, which was filed on account of the provision of false particulars or the withholding of particulars in connection with the reported event. During this period, the insurer shall not be in default of its obligation to provide Insurance Benefit or an advance on the Insurance Benefit, as the case may be.
35. An Insurance Benefit shall be payable within 15 days of the end of the investigations required to be conducted by the insurer in order to ascertain the existence and scope of its payment duty. The investigations conclude upon the reporting of its results to the party who exercised the right to the Insurance Benefit.
36. If the investigations cannot be concluded within three months of the notification date, the Insurer shall, at the written request of the party exercising the right to an Insurance Benefit, provide a reasonable advance on the Insurance Benefit. In determining the reasonable amount of the advance, the insurer shall namely take into account the results of the investigations conducted hitherto and the amount of the proven and documented damage. The Insurer shall not provide an advance if there exists a reasonable reason to withhold such an advance, in particular:
  - a) if it is not certain from the results of the investigations conducted hitherto whether the loss event will be covered by the insurance or who the beneficiary is,
  - b) if the Policyholder, the Insured Person or another party exercising a right to a benefit, had breached an obligation related to the exercise of the right to an Insurance Benefit and the investigations conducted by the insurer, particularly if the notice of the loss event or any other notice or document pertaining to the loss event contains false or grossly distorted particulars concerning the loss event or if such particulars have been concealed, or if such a party is not co-operating properly,
  - c) if criminal proceedings have been instigated against the party exercising a right to a benefit or against the Beneficiary in a matter related to the reported loss event, or
  - d) if there exists reasonable suspicion that a criminal act was committed whilst exercising a right to an Insurance Benefit, with reasonable suspicion that a criminal act was committed always existing whenever a criminal complaint is filed against the policyholder, the Insured Person, the Beneficiary, the party who exercised a right to an Insurance Benefit or another party acting on the basis of their inducement in connection with such exercise of the right to an Insurance Benefit.

#### Art. 12

##### Rescue and other costs

1. Rescue costs are understood to mean costs purposefully incurred to:
  - a) avert the imminent threat of an Insured Event;
  - b) mitigate the consequences of an Insured Event that has already occurred;
  - c) remove damaged insured property or its remains should there exist a duty to do this for health, environmental or safety reasons.
2. The Insurer shall pay reimbursement for the Rescue costs up to a maximum of 10% of the upper Insurance Benefit limit agreed in the insurance contract, from which there was a threat of an Insured Event occurring or from which an Insured Event actually occurred, to which the Rescue costs or the occurrence of damage relate.
3. In the case of the saving of human lives or health, the Insurer shall pay reimbursement for the Rescue costs up to 30% of the upper Insurance Benefit limit agreed for the specific insurance, from which there was a threat of an Insured Event occurring or from which an Insured Event actually occurred, to which the Rescue costs or the occurrence of damage relate.
4. The restrictions under paragraphs 2 and 3 of this article shall not apply to Rescue costs incurred by the Policyholder, the Insured Person or another party upon the written consent of the Insurer, which these parties would otherwise not have been obliged to incur.
5. The reimbursement paid under this article for the Rescue costs and the damage incurred shall not reduce the upper Insurance Benefit limit.
6. Besides the costs pursuant to paragraph 1 a) of this article, the Insurer does not pay reimbursement for the costs incurred for normal maintenance, the treatment of an item or for the fulfilment of the obligation to prevent damage from occurring.

#### Art. 13

##### Obligations of the policyholder, the insured party and the Beneficiary

1. If the Insurer asks the Interested Party in writing whilst negotiating the conclusion of the insurance contract or asks the Policyholder in writing whilst negotiating the amendment of the insurance contract about facts that are relevant to the Insurer's decision on evaluating the Insurance Hazard, whether it will insure them and under what conditions, the Interested Party or the Policyholder shall answer these questions truthfully and completely. The duty shall be deemed to have been duly met if nothing material had been concealed as part of the answer.
2. The Policyholder and the Insured Person are namely obliged to:
  - a) enable the Insurer, or parties authorised by the Insurer, to assess the Insurance Hazard,
  - b) give truthful and complete answers to all written questions posed by the Insurer relating to the Insurance,
  - c) notify the Insurer without undue delay of any changes that occur within the duration of the insurance to the facts of which it/he/she was asked when the Insurance was being arranged (particularly a change in the Insured Person's activity, change in ownership of the item insured and change in the correspondence address),
  - d) notify the Insurer without undue delay that it/he/she has concurrently concluded or has subsequently entered into another insurance arrangement regarding the same insured item or collection of items, or regarding liability, as the case may be, covering the same insurance peril, and is obliged to notify the Insurer of the insurance company's business name and the Insurance Benefit limits,
  - e) promptly notify the Insurer of a material increase in the Insurance Hazard, termination of the insurance peril or insurable interest,
  - f) ensure that the Insured Event does not occur, namely not to breach the obligations aimed at averting or mitigating perils imposed upon these parties by legal regulations or by the insurance contract. Likewise, these parties must not tolerate a breach of these obligations by third persons,
  - g) refrain from assigning, without the Insurer's consent, the insurance contract or part thereof, nor any claim under the Insurance (e.g. a claim to the Insurance Benefit),
  - h) fulfil other obligations imposed upon it/him/her by legal regulations or by the insurance contract.

3. The Policyholder is obliged to familiarise the Insured Person with the contents of the insurance contract pertaining to the insurance peril of the Insured Person.
4. Should Loss Event occur, the Insured Person and the Beneficiary shall, in addition to other obligations imposed by legal regulations, be obliged to:
  - a) take the necessary measures to mitigate its consequences and, if possible, to request the Insurer's instructions and to proceed in accordance therewith,
  - b) notify the Insurer in writing, without undue delay, by way of a duly completed form, that the Loss Event has occurred, i.e. that the damaged party has exercised an entitlement against him/her for damage compensation (inc. submission of the damaged party's evidence) and give an opinion on his/her responsibility for the damage suffered, the compensation demanded and its amount,
  - c) provide truthful explanations without undue delay of the causes and the extent of the Loss Event, quantify the benefit claims, enable the Insurer to conduct the necessary investigations in order to assess the claim for the Insurance Benefit and the amount of this claim, submit all the related documents as requested by the Insurer, and enable the Insurer to make copies of these documents;
  - d) notify the Insurer in writing, without undue delay, that court (civil law as well as criminal) or arbitration proceedings were instigated in connection with the Loss Event and to inform the Insurer of the progress and results of these proceedings,
  - e) refrain, without the consent of the Insurer, from paying or undertaking to pay a statute-barred claim or part thereof,
  - f) refrain, without the consent of the Insurer, from recognising, in whole or in part, a claim for damage liability.
  - g) fulfil the reporting duty imposed by generally binding legal regulations,
  - h) proceed in such a way as to enable the Insurer to exercise its right against another party to compensation for damage caused by the Insured Event or another right transferred to the Insurer in connection with the Insured Event.
5. The Insured Person or the Beneficiary shall, in particular, have the following obligations in the proceedings on the damage compensation against him/her:
  - a) To proceed in accordance with the Insurer's instructions,
  - b) May not, without the Insurer's consent, conclude an agreement on settlement or court settlement,
  - c) Raise an objection of limitation,
  - d) File an appeal upon the Insurer's instructions,
  - e) Proceed in such a way as not to give rise to a judgment for default or recognition.

#### Art. 14

##### Rights and Obligations of the Insurer

Aside from the other obligations stipulated by legal regulations, the Insurer has the following obligations:

1. To provide the Insurance Benefit to the Beneficiary in accordance with the Insurance terms and conditions and the provisions of the insurance contract.
2. To discuss the results of the investigation necessary to determine the extent of the Insured Event and the amount of the Insurance Benefit with the Beneficiary.
3. To keep confidential all facts that it learns when arranging the Insurance, its administration, and whilst investigating Insured Events. The Insurer may only disclose this information with the consent of the person that such information concerns, or if so prescribed by a legal regulation.
4. The Insurer is entitled to verify the submitted documents, to demand the submission of expert reports and/or to consult complicated Loss Events with competent entities, even abroad.
5. The Insurer shall issue the Insurance Certificate to the Policyholder after the conclusion of the insurance contract.

6. If the event of the loss, damage or destruction of a valid Insurance Certificate, the Insurer shall issue a duplicate thereof to the Policyholder at the Policyholder's request; the same applies to the issue of a copy of the insurance contract concluded in writing.
7. The Insurer shall notify the Interested Party information about the Insurer and the Insurance taken out prior to the conclusion of the insurance contract.
8. The Insurer is also obliged to accept the payment of outstanding premiums and other outstanding receivables under the Insurance from the Policyholder's pledgee, from a Beneficiary or from the Insured Person.
9. The Insurer does not return originals of documents. If the Insurer was not obliged to provide an Insurance Benefit, it shall return originals of documents upon request.
10. If the Insurer ought to be aware of the inconsistencies between the Insurance being offered and the Interested Party's requirements when concluding the insurance contract, it shall alert the Interested Party of them. In so doing, the circumstances and the manner in which the insurance contract is concluded, as well as whether the other contracting party is being assisted in the conclusion of the policy by an agent independent of the Insurer shall be taken into account.
11. If the Insurer asks the Interested Party or the Policyholder in writing whilst negotiating the conclusion of the insurance contract about facts pertaining to the Insurance, the Insurer shall answer these questions truthfully and completely.
12. If the Policyholder asks the Insurer in writing to provide him with information that is material for rendering benefits under the policy, the Insurer shall provide such information in writing without undue delay.

#### Art. 15

##### Assignment of Rights

1. If a person entitled to the Insurance Benefit or a person incurring rescue costs, became entitled to compensation from another party for a loss or another similar right in connection with an Insured Event which is imminent or has already occurred, this claim, including appurtenances, security and other rights connected therewith, shall pass to the Insurer upon the payment of the Insurance Benefit, up to the amount of the benefits rendered by the Insurer to the Beneficiary. The above shall not apply if this person became entitled to this right against someone with whom he/she lives in a joint household or is dependent on him/her, unless he/she caused the Insured Event intentionally.
2. The person whose right passed to the Insurer shall release the required documents to the Insurer and disclose it all that is necessary in order to exercise the claim. Should this person thwart the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to this amount.
3. The Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred.
4. The Beneficiary must not enter into an agreement with a third party to relinquish a claim for compensation against this third party if such claims pass to the Insurer.
5. The Beneficiary is obliged to confirm the assignment of rights to the Insurer in writing upon the Insurer's request.
6. If, in connection with the exercise of the claim, the Insurer incurs additional costs due to the fault of the Beneficiary, then the Insurer is entitled to require the Beneficiary to pay such costs

#### Art. 16

##### Delivery of Documents

1. Correspondence delivered via the holder of a postal licence (hereinafter the "post office") shall be sent:
  - a) to the Insurer at the address of the registered office stated in the insurance contract, or another address that is communicated to the Policyholder by the Insurer;
  - b) by the Insurer to the correspondence address of the relevant person (addressee) stated in the insurance contract or otherwise notified to the Insurer. If the correspondence address is not stated in the insurance contract or subsequently notified to the Insurer, the correspondence will be sent to the address stated in the policy or notified to the Insurer as the residence or permanent residence, or the registered office of such a person.
2. Unless agreed otherwise, correspondence may also be delivered electronically (for example, via a data box, the Insurer's internet app, by e-mail) to the contact information provided for the purpose of electronic communication. Correspondence sent by the Insurer electronically to the last contact address provided by the addressee shall be deemed as delivered on the third business day after its sending, if the date of its delivery cannot be ascertained or if the relevant legal regulations do not stipulate otherwise.
3. Correspondence may also be delivered by an employee of the Insurer or another person authorised by the Insurer, especially to the addressee pursuant to paragraph 1 b) of this Article, but also to any other place where the addressee will be willing to accept the correspondence. The correspondence thus delivered shall be deemed as delivered on the day of its receipt.
4. The parties to the Insurance are obliged to notify the Insurer without undue delay of any change in the facts relevant to the delivery and to notify each other of their new postal address, e-mail address or data box or telephone number.
5. If not a case of the delivery pursuant to paragraphs 6 to 8 of this Article, correspondence sent by the Insurer by registered post with an advice of delivery

shall be deemed as delivered on the day specified as the day of receipt of the correspondence on the advice of delivery, with correspondence sent by the Insurer by registered post without an advice of delivery, or sent by regular mail, being deemed as delivered on the third business day after dispatch, and in the case of delivery to an address in a country other than the Czech Republic, on the 15th business day after dispatch.

6. If the addressee deliberately thwarts the delivery of correspondence, it shall be deemed to have been duly delivered on the day that its receipt was thwarted by the addressee.
7. If the addressee thwarts the delivery of correspondence by failing to take delivery of the correspondence sent by the Insurer by registered post or by registered post with an advice of delivery deposited at the post office within the deposit period, it shall apply that this correspondence was duly delivered on the date when the postal deposit period expires.
8. If the addressee thwarts the receipt of correspondence in another manner, e.g. by failing to take delivery of this correspondence or by failing to mark his/her/its letter box by his/her first name and surname or company name, it shall be deemed to have been duly delivered on the date on which it was returned to the Insurer.
9. Correspondence sent by the Insurer by registered post or registered post with an advice of delivery shall be deemed duly delivered even in the case that they are received by another person in place of the addressee (e.g. a family member), to whom the post office delivered the correspondence in accordance with the legal regulations pertaining to postal services.

#### Art. 17

##### Form of Legal Acts

1. The insurance contract must be concluded in writing, unless the Civil Code provides otherwise.
2. In the event that the Policyholder's acceptance of the offer is found to be invalid due to a failure to accept the offer in writing or for any other reason, and the Policyholder pays the first premium or an instalment thereof in the amount and within the time period specified in the offer (if no time period is stated in the offer, then within one month of the delivery of the offer), the offer shall be deemed to have been received by virtue of the payment of this first premium or an instalment thereof.
3. Legal acts, notices, and requests must be made in writing if they have an effect on:
  - a) the duration and termination of the insurance,
  - b) changes in the premium,
  - c) changes in the extent of the insurance.
4. A legal act, for which a written form is required, shall be valid, in particular, where it is personally signed by the acting person, or where the signature is replaced by a mechanical means, where this is usual, if made by means of a data box, if provided with a guaranteed electronic signature pursuant to a special law, or if it is made via the Insurer's protected internet client portal.
5. Legal acts, notices, and requests, not mentioned in paragraph 3 of this Article, may be made in writing, over the telephone, by e-mail, via the Insurer's internet application or via a data box, if the Insurer permits delivery to a data box. This applies namely to the reporting of a Loss Event, notification by the Policyholder or the Insured Person pertaining to a change in the surname, residential address, correspondence address, and other contact details, as specified in the policy. Legal acts, notices, and requests pursuant to this paragraph, made other than in writing must be subsequently supplemented in written form, if the Insurer so requests.
6. The insurer is entitled, as regards matters relating to the insurance relationship, namely in connection with the administration of the Insurance and the settlement of Insured Events, to contact other parties to the Insurance by electronic or other technical means (e.g. via telephone, SMS, e-mail, fax, data box), unless agreed otherwise. In electing the form of communication, the Insurer shall take into account the obligations stipulated by the relevant legal regulations and the nature of the information communicated.
7. Legal acts, notices, and requests shall be effective against the other contracting party as soon as they have been received by this party.
8. The language of communication is Czech.

#### Art. 18

##### Final Provisions

1. Persons with restricted legal capacity shall be represented by their guardian. It is understood that persons who have yet to attain full legal capacity act with the consent of their statutory representative or that this statutory representative acts on their behalf.
2. If a cash payment is made, the payment date is the date on which the amount is deposited in full in favour of the recipient. If a cashless payment is made, the payment date is the date on which the amount is credited in full to the recipient's account.
3. The Insurer's costs associated with taking out and administering the insurance come to 20% of the unearned premium.
4. All disputes arising out of or in connection with this Insurance which are not resolved by agreement or out-of-court settlement shall be dealt with by any court having jurisdiction in the Czech Republic in compliance with Czech law.