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(hereinafter referred to as the Insurer))

VPP KPV 2015 v2

General Policy Conditions

Comprehensive Vehicle Insurance – NAŠE AUTO

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PART A. | GENERAL PART

ARTICLE 1 Introductory provisions

1. Any insurance taken out under these General Policy Conditions – Comprehensive Vehicle Insurance NAŠE AUTO VPP KPV 2015 (hereinafter referred to as VPP KPV) is governed by the respective provisions of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the Civil Code), by VPP KPV, and the provisions of the Insurance Policy.
2. Motor third-party liability insurance taken out under Part B of VPP KPV is governed by the respective provisions of Act No. 168/1999 Sb., on motor third-party liability insurance and on amendments to some relating acts, as amended (hereinafter referred to as the MTPL Act); the Ministry of Finance Decree No. 205/1999 Sb., which implements the MTPL Act (hereinafter referred to as the Decree), by VPP KPV, and by the provisions of the Insurance Policy.
3. These VPP KPV conditions are an integral part of the Insurance Policy.

ARTICLE 2 Insured event

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

ARTICLE 3 Someone else's insurance peril

1. 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 **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 **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 **indemnity**.

ARTICLE 4 Exclusions from insurance

1. The insurance shall not apply to any **loss-incurring events** in connection with which the **Beneficiary** knowingly provides, while exercising the right to **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. The insurance exclusion under the previous sentence does not apply to motor third-party liability insurance under Part B of VPP KPV.

ARTICLE 5 Obligations of Insurance Parties

1. The **Insured** is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged to:
 - a) 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, particularly of any changes in or extinction of the **insurance risk** or the value of the insurable interest (the subject matter of the insurance), or the insurance location,
 - b) notify the Insurer, without delay, of any changes concerning the facts included in the Insurance Policy (particularly a change in ownership or co-ownership of the property the insurance relates to, etc.) and of any changes in the Insured's identification data (particularly a change in the Insured's actual/permanent address),
 - c) take any action (legal or non-legal; within action or potential omission) to prevent occurrence of a **loss-incurring event**, particularly he/she may not breach any obligations aiming to eliminate or reduce the risk that are imposed on the Insured by the legal regulations or on their basis, or that he/she accepted by signing the Insurance Policy, and also he/she may not tolerate breaching of these obligations by any third parties. If a **loss-incurring event** has already occurred, the Insured is obliged to take measures to stop the arisen loss increasing,
 - d) notify the Police of the Czech Republic 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,
 - e) make sure that the condition caused by an already occurred **loss-incurring event** does not change until the affected values of the insurable interest (subject matters of the insurance) examined by the Insurer or by a person authorized by the Insurer, but not later than 10 working days after the notification of the **loss**. However, this does not apply if such a change is necessary for safety or hygienic reasons, or to mitigate the consequences of the **loss-incurring event**; in these cases the Insured is obliged to secure enough evidence of the scope of the **loss-incurring event**, particularly by keeping the damaged subject matter of the insurance or their parts, a photographic or film material, a video recording, and testimony of third parties,
 - f) proceed in the way to make it possible for the Insurer to exercise the right to damages or another similar right towards somebody else arisen to the Insurer in relation to the loss-incurring event,
 - g) 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 insurable interest in the same **insured period**, and notify the Insurer of the business name or title of this another insurer and the amount of the agreed upper indemnity limit,
 - h) 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,
 - i) make it possible for the Insurer to examine the repaired subject matter of the insurance before payment of the insurance benefits.
2. 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**. Any other party notifying the Insurer of occurrence of a **loss-incurring event** with a legal interest in the insurance benefits has the same obligation.

3. The **Policyholder** is, in addition to the obligations stipulated by the generally binding legal regulations, also obliged to:
 - a) 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, particularly of any changes in or extinction of the **insurance risk** or the value of the insurable interest (the subject matter of the insurance), or the insurance location,
 - b) notify the Insurer, without delay, of any changes concerning the facts included in the Insurance Policy (particularly a change in ownership or co-ownership of the property the insurance relates to, etc.) and of any changes in the Policyholder's and the Insured's identification data (particularly a change in the Policyholder's and the Insured's actual address),
 - c) notify the Insured (if different from the Policyholder), without any unnecessary delay, of the fact that he/she has taken out insurance relating to the value of the Insured's insurable interest, and make the Insured acquainted with his/her rights and obligations under the taken out insurance,
 - d) 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 insurable interest in the same **insured period**, and notify the Insurer of the business name or title of this another insurer and the amount of the agreed upper indemnity limit.

Provided that the insurance applies to the value of the insurable interest of the Insured who is different from the Policyholder, the Policyholder has the same obligations as the Insured.
4. If a deliberate infringement of the obligations under Sections 1, 2, and 3 of this Article has a substantial influence on occurrence of a loss-incurring event, its course, an increase in the scope of the consequences of a loss-incurring event, on identification or determination of the amount of compensation, the Insurer is entitled to decrease the insurance benefits in accordance with the scope of influence of this infringement on the scope of the Insurer's obligation to provide indemnity. This does not affect the provisions concerning refusal to provide indemnity in accordance with the Civil Code.
5. The **Insurer** is, in addition to the obligations stipulated by the generally binding legal regulations, also obliged to:
 - a) return any requested documentation the Insurer was provided with to investigate the existence and scope of the Insurer's obligation to provide indemnity to the party exercising the right to indemnity,
 - b) make it possible for the party exercising the right to indemnity to look into the documentation the Insurer has collected in the course of investigation into the **loss-incurring event** and make a copy of this documentation.

ARTICLE 6 Inception, changes, and extinction of insurance

1. The insurance comes into existence on the basis of a written Insurance Policy. The insurance comes into existence on the day following the date of the Insurance Policy, unless stipulated otherwise in the Insurance Policy.
2. The insurance is taken out for the period specified in the Insurance Policy (the **insured period**).
3. Changes in the Insurance Policy can be made by agreement of the Contracting Parties.
4. In accordance with the Civil Code, the insurance does not interrupt during the Policy Period due to default in paying the premium.
5. The insurance, in addition to the other reasons stipulated in the generally binding legal regulations and also in VPP KPV, becomes extinct by a written notice given by the Policyholder or the Insurer, which the Contracting Parties may give after any **loss-incurring event** within 3 months of the day of delivery of notification of occurrence of the **loss-incurring event** to the Insurer. A one-month cancellation period by the elapse of which the insurance becomes extinct starts on the day of delivery of the notice.
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. If the insurances taken out under Part B or Part C of VPP KPV become extinct, all the other insurances stipulated in the Insurance Policy expire as at the date of extinction of the last of the insurances under Part B or Part C of VPP KPV. Insurances taken out under Part I and/or Part J of VPP KPV become extinct together with the insurance taken out under Part B of VPP KPV.
8. If the Insurance Policy stipulates insurance under Part B and Part C of VPP KPV at the same time and the vehicle is **destroyed**, the insurance taken out under Part C expires. The insurance taken out under Part B remains effective. For the extinct insurance, the Insurer is entitled to the Premium until the end of the **period of insurance** in which the vehicle was **destroyed**.
9. If the Insurance Policy stipulates insurance under Part B and Part D of VPP KPV at the same time and the vehicle is **destroyed**, only the insurance taken out under Part D of VPP KPV becomes extinct. The insurance taken out under Part B remains effective. For the extinct insurance, the Insurer is entitled to the Premium until the end of the **period of insurance** in which the vehicle was destroyed.
10. Unless the Insurance Policy stipulates insurance under Part B of VPP KPV and the vehicle is destroyed or stolen, all the insurances stipulated in the Insurance Policy become extinct.

ARTICLE 7 Premiums

1. The Policyholder is obliged to pay the Premium, either **lump-sum** or **regularly paid**, in accordance with the Insurance Policy. If the Insurance Policy stipulates payment of Regular Premiums, one **period of insurance** is equal to one **insurance 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. **Regular Premiums** are payable as at the first day of the **period of insurance**, a **lump-sum premium** as at the day of inception of the insurance.
4. The Insurance Policy may stipulate that the Policyholder shall pay **Regular Premiums** in instalments.
5. If the Insurance Policy stipulates payment of **Regular Premiums** in instalments in accordance with Section 4 of Article, 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 following the elapse of the period of 6 months from this date,
 - 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 following the elapse of the periods of 3, 6 and 9 months,
 - c) in the case of monthly instalments, the Premium instalments are payable as at the first day of each **period of insurance** and as at the day following the elapse of each single month from this date.
6. Premiums are considered paid at the moment the Insurer's account is credited with them or at the moment it is paid to the Insurer in cash.
7. The Insurer is entitled to the Premiums for the Policy Period, unless stipulated otherwise in the Civil Code, the Liability Insurance Act, in VPP KPV, or in the Insurance Policy.
8. In the case of occurrence of an insured event on the basis of which the insurance becomes extinct, the Insurer is entitled to the Premium until the end of the **period of insurance** in which the insured event occurs. In the case of **Lump-Sum Premium**, the Insurer is entitled to the whole Premium for the entire period for which the insurance was taken out.
9. In compliance with the provisions of § 2785 and § 2786 of the Civil Code, the Insurer and the Policyholder have agreed that the Insurer is entitled, in relation to any changes in the conditions decisive for determination of the Premiums, alter the Regular Premium for the following **period of insurance**. Changes in the conditions within the meaning of the previous sentence refer, for the reasons of VPP KPV, to:
 - a) a change in the loss ratio, or
 - b) a change in the legal regulation extending liability for loss or the scope of compensation for damages within loss liability insurance.
10. The Insurer is obliged to notify the Policyholder of the newly determined Premiums under Section 9 of this Article at the latest 2 months before the due date of the Premium for the **period of insurance** in which the Premium is to be changed.
11. Unless the Policyholder agrees with the change in the Premium under Sections 9 and 10 of this Article, he/she is entitled to notify the Insurer of this disagreement in writing within 1 month of the day he/she learns about the proposed change in the Premium. In such a case the insurance becomes extinct by the elapse of the **period of insurance** immediately preceding the **period of insurance** for which the Insurer newly determined the Premium. However, if the Insurer fails to notify the Policyholder of this consequence in the notification under Section 10 of this Article, the insurance remains effective and the Premium stays the same if the Policyholder disagrees with the proposed change.
12. If the Policyholder fails to deliver his/her written disagreement with the newly determined Premium under Section 11 of this Article, it is supposed that the Policyholder agrees with the new Premium together with all the following obligations.

ARTICLE 8 Indemnity

1. Any values (replacement, **current**, other) relating to provision of indemnity by the Insurer shall always be professionally determined by the Insurer, or by a person qualified to do so upon agreement with the Insurer.
2. The Insurer shall provide indemnity in local currency (Czech crown), unless the generally binding legal regulations stipulate otherwise.
3. If the Insured is, in the legal relation of insurance of an item and another property, or the Injured in the legal relation of motor third-party liability insurance (under which the Insurer provides indemnity) the value added tax (hereinafter also referred to as VAT) payer, the Insurer shall provide indemnity excluding VAT. With the exception of the cases where the Insured or the Injured as VAT payers, cannot, for the reasons stipulated in the generally binding legal regulations, exercise the right to VAT deduction. The rule under the previous two sentences is not affected by the fact whether the Insured or the Injured are Beneficiaries or not.

ARTICLE 9 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 all the provisions of the Insurance Policy regulating the **indemnity** (e.g. the provisions of the upper indemnity limit, etc.) before deduction of the stipulated deductible (hereinafter also referred to as the gross indemnity value).
4. The Insurer shall subtract the deductible from the gross indemnity value. The difference between these amounts, i.e. the gross indemnity value and the deductible, is the **indemnity** the **Beneficiary** is entitled to for the given insured event.
5. Unless the gross **indemnity** value exceeds the agreed deductible, the Insurer shall not provide any **insurance benefits**.
6. Providing the Insurer finds out that a one-time claim for compensation for damage to the subject matter of the insurance is based on more than one insured events, the Insurer is entitled to apply the deductible to each single insured event.

ARTICLE 10 Salvage costs

1. Salvage costs refer to any costs purposefully incurred to:
 - a) avert an imminent insured event,
 - b) mitigate the consequences of an insured event that has already occurred,
 - c) meet the obligation to remove the damaged insured property or its residue for hygienic, environmental, or safety reasons.
2. The Insurer shall compensate for:
 - a) salvage costs incurred to save life or health of persons up to 30% of the upper indemnity limit specified for the value of the insurable interest (the subject matter of the insurance) and the **insurance peril** the salvage costs related to,
 - b) other salvage costs up to 10%, always of the upper indemnity limit specified for the value of the insurable interest (the subject matter of the insurance) and the **insurance peril** the salvage costs related to, but only up to the total amount of CZK5.000.000 from all insurances stipulated under VPP KPV in one Insurance Policy.
3. The amount of the paid compensation for the salvage costs shall not be included in the indemnity.

ARTICLE 11 Electronic communication

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.

ARTICLE 12 Special provisions on the form of legal acts relating to insurance

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) 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 VPP KPV, 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 VPP KPV 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.

ARTICLE 13 Information relating to processing of personal data and some other consents given to the Insurer by the Party to Insurance

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 VPP KPV is 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 VPP KPV is 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 VPP KPV is 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 VPP KPV is 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 (as specified above) 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 VPP KPV is 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.

ARTICLE 14 Common provisions

1. Any written legal acts relating to the insurance shall be executed in the Czech language.
2. 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, but only to an address in the Czech Republic.

3. The Insurance Policy and any insurance taken out under it shall be governed by the Czech system of law.

4. **Information about out-of-court settlement of consumer disputes**

If the Policyholder in the taken out insurance is a consumer, he/she is entitled to so-called out-of-court settlement of a consumer dispute arisen under the taken out insurance. The authority with the material competence to solve consumer disputes arisen under the insurance in question out of court is the Czech Trade Inspection Authority (Česká obchodní inspekce, website: <http://www.coi.cz/>).

PART B. | MOTOR THIRD-PARTY LIABILITY INSURANCE

ARTICLE 15 Scope of cover

1. Motor third-party liability insurance (hereinafter referred to as liability insurance) is being taken out in the scope of the liability insurance act.

ARTICLE 16 Inception, extinction of insurance

1. Liability insurance comes into existence on the basis of an insurance policy complying with § 3 and foll. of the liability insurance act and becomes extinct by any of the reasons under § 12 of the liability insurance act.

ARTICLE 17 Indemnity

1. In relation to the insurance option stipulated in the Insurance Policy, the Parties hereto have agreed on the following indemnity limit as the upper limit for the benefits provided by the Insurer for one **loss-incurring event**:
 - in liability insurance option **Standard**: CZK44 million for damage to health or life for each injured or killed person and CZK35 million for damage to property and lost profit regardless of the number of damaged parties,
 - in liability insurance option **Dominant**: CZK60 million for damage to health or life for each injured or killed person and CZK60 million for damage to property and lost profit regardless of the number of damaged parties,
 - in liability insurance option **Premiant**: CZK200 million for damage to health or life for each injured or killed person and CZK200 million for damage to property and lost profit regardless of the number of damaged parties.
2. Differently from the provision of § 2809 of the Civil Code, the Insurer and the Policyholder have expressly agreed that, apart from the reason for refusal of indemnity governed by the above provision, the Insurer is also entitled to refuse the entire **indemnity** if the **Beneficiary** knowingly provides, while exercising the right to **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. If the Insurance Policy of which VPP KPV is an integral part stipulates mandatory insurance, the provision of § 2780 of the Civil Code is not anyhow affected by the previous sentence. At the same time, the Insurer and the Policyholder have expressly agreed, differently from the provision of § 2810 of the civil Code, that if the Insurer refuses **indemnity** for any reason specified in this provision of VPP KPV, the insurance does not become extinct as at the day of the refusal of indemnity.

ARTICLE 18 Transported property insurance

1. The liability insurance is being taken out together with the transported property insurance within the scope and with **indemnity** up to the limits under the following sections.
2. The Insurer shall compensate the entitled driver of the vehicle whose operation resulted in the claim for loss caused by damaging, destroying, or loss of the property the driver was wearing or had with them at the moment of occurrence of the **loss-incurring event**, as well as for loss caused by theft of this property if the driver has lost the ability to keep this property, but only up to the following limits:
 - in liability insurance option Standard: CZK5000,
 - in liability insurance option Dominant: CZK10.000,
 - in liability insurance option Premiant: CZK15.000.The entitled driver is the **Beneficiary**.
3. The Insurer shall compensate the spouse of the entitled driver of the vehicle whose operation resulted in the claim and the direct descendants and direct ascendants living, at the time of occurrence of the **loss-incurring event**, in the common household with them for loss caused by damaging, destroying, or loss of the property the above persons were wearing or had with them at the moment of occurrence of the **loss-incurring event**, as well as for loss caused by theft of this property if the above persons have lost the ability to keep this property, but only up to the following limits:
 - in liability insurance option Standard: CZK5000,

- in liability insurance option Dominant: CZK10.000,
- in liability insurance option Premiant: CZK15.000.

In the aggregate for the spouse and the above persons.

The spouse of the entitled driver of the vehicle whose operation resulted in the claim and the direct descendants and direct ascendants living, at the time of occurrence of the **loss-incurring event**, in the common household with them are the **Beneficiaries**.

4. The transported property insurance comes into existence and becomes extinct together with the liability insurance.
5. If the insured property is damaged, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **adequate cost** of repair of the damaged property that is common at the time and in the place of occurrence of the insured event, decreased by the residual value of the replaced parts of the damaged property, but only up to the **current value** of the property.
6. If the insured property is destroyed or stolen, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the cost of reinstatement of the destroyed or stolen property, but only up to the **current value** of the property decreased by the residual value of the usable residue, and only up to the agreed indemnity limit.
7. The insurance is being taken out without the Insured's participation in the indemnity.
8. The Parties hereto have agreed that the insurance shall cover insured events occurring in the geographical territory of Europe and in the area of the whole Turkey.

ARTICLE 19 Accident insurance

1. The liability insurance is being taken out together with the accident insurance within the scope and with **indemnity** up to the limits under the following sections.

a) permanent injury consequences insurance

- I. If an **accident** occurring within the Policy Period causes permanent consequences to the entitled driver of the insured vehicle whose operation resulted in the claim (hereinafter referred to as the Insured), the Insurer shall pay the Insured the percentage of the Sum Insured specified in the Insurance Policy as at the date of the accident in accordance with the percentage specified in **Evaluation Table B** for the scope of the permanent consequences after they have stabilised.
- II. If **Evaluation Table B** specifies a percentage range, the Insurer shall determine the amount of the indemnity in the way it corresponds, within the given range, to the character and scope of the bodily harm caused to the Insured by the accident.
- III. If the permanent consequences of an injury relate to a part of the body or an organ the function of which had already been decreased before the injury, the percentage is specified in accordance with Evaluation Table B in the way that the total percentage is decreased by the number of per cent corresponding to the previous damage, also specified in accordance with **Evaluation Table B**.
- IV. The right to indemnity arises on condition that the scope of the permanent consequences caused to the Insured as a result of one accident reaches, after their stabilisation, at least 25% of the permanent bodily damage under **Evaluation Table B** and, at the same time, on condition that the Insured does not die within the period of 6 months of the day of the accident.
- V. The right to indemnity also only arises on condition that the injury is a direct consequence of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy or a **fall** of any objects on this vehicle.
- VI. If a single **accident** causes several permanent consequences of different kinds to the Insured, the total **permanent injury consequences** of the accident are specified as the sum of percentages of individual consequences. However, the total **indemnity** for the permanent consequences resulting from a single accident may not exceed 100% of the Sum Insured specified in Provision x. of this Article. If the permanent consequences relate to the identical limb, organ, or their parts, they are assessed as a whole up to the percentage established in **Evaluation Table B** for the anatomical or functional loss of the given limb, organ, or their parts. If the Insurer has provided compensation for the loss of a limb, another injury arisen to this indemnified part of the body shall not be indemnified by the Insurer under the accident insurance.
- VII. Unless a bodily harm is specified in **Evaluation Table B**, the Insurer is entitled to determine the indemnity in accordance with the permanent consequences specified in **Evaluation Table B** that are the closest in their nature to the permanent consequences in question.
- VIII. The value of compensation shall be determined by the Insurer on the basis of the Insured's medical documentation. In doing so, the Insurer relies on the opinion of the doctor providing him with professional advisory activities.
- IX. If it is not possible to specify the scope of **permanent consequences of the injury** according to the Insured's medical documentation, the Insurer shall determine it on the basis of a report on the result of the Insured's medical examination by the doctor determined by the Insurer. The Insurer shall arrange such a medical examination at his own expense.
- X. The insurance is being taken out with the following Sums Insured:
 - in liability insurance option Standard: CZK100.000,
 - in liability insurance option Dominant: CZK200.000,
 - in liability insurance option Premiant: CZK300.000.

b) accidental death insurance

- I. If the entitled driver of the insured vehicle whose operation resulted in the claim suffers death as a result of an accident occurring in the Policy Period within three years of the date of the accident, the Insurer shall pay the party entitled to the **indemnity** by the Insured's death the Sum Insured specified in Provision iii. of this Article.
- II. The right to indemnity only arises on condition that the death is a direct consequence of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy or a **fall** of any objects on this vehicle.
- III. The insurance is being taken out with the following Sums Insured:
 - in liability insurance option Standard: CZK100.000,
 - in liability insurance option Dominant: CZK200.000,
 - in liability insurance option Premium: CZK300.000.
2. The accident insurance comes to existence and becomes extinct together with the liability insurance.
3. The accident insurance shall not cover any **loss-incurring events** in the cases where:
 - a) the injury is not a result of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy or a **fall** of any objects on the vehicle,
 - b) the injury occurs in a road accident that is not investigated by the police,
 - c) the injury occurs when getting into or out of the insured vehicle,
 - d) the Insured suffers the insured event under the influence of alcohol or any other narcotic, toxic, psychotropic, or any other substances capable of having negative effects on the human psyche or the controlling or cognitive abilities or the social behaviour,
 - e) the Insured causes the insured event while **driving** a vehicle for which he/she does not have the appropriate **driving** licence.
4. **Evaluation Table B** is available at the Insurer's sales points.
5. The Parties hereto have agreed that the insurance shall cover insured events occurring in the geographical territory of Europe and in the area of the whole Turkey.

ARTICLE 20 Assistance services

1. If the Insurance Policy stipulates the insurance under this part of VPP KPV, the Insurer shall provide the Insured with assistance services to the extent under Part K of VPP KPV.

ARTICLE 21 Insurance against damage to the vehicle caused by another vehicle

1. The liability insurance is being taken out together with insurance against damage to the vehicle caused by another vehicle within the scope and with the **indemnity** limits as specified in the following Sections.
2. The insurance covers the vehicle specified in the Insurance Policy, including all its parts and appurtenances.
3. The insurance under this Article only applies to the vehicles of Category 3 (vehicle categories are specified in the Insurance Policy).
4. The insurance is being taken out exclusively in case (and so it is an insured event) of such damage to or **destruction of the vehicle** that was caused by operation of another vehicle that is different from the insured vehicle whose operation is connected with the obligation of liability insurance in accordance with the liability insurance act.
5. The insurance is not being taken out (and so it is not an insured event) in case of such damage to or **destruction of the vehicle**:
 - a) that occurs or increases also as a result of circumstances that are attributed to the Insured, even if these circumstances participated in the damage in a negligible way only within the meaning of the provision of § 2918 of the Civil Code,
 - b) that is caused by under such factual and legal circumstances that comply with the facts specified in the provision of § 7 of the liability insurance act,
 - c) that is caused by operation of an unidentified vehicle and an unidentified person is liable for it,
 - d) that is caused by a vehicle registered abroad,
 - e) that occurs to the **window glass** of the insured vehicle.
6. The insurance covers **loss-incurring events** occurring in the area of the Czech Republic.
7. The indemnity limit for one insured event is the **common value** of the vehicle determined as at the moment of occurrence of the insured event.
8. The insurance under this Article is being taken out without a deductible.
9. The right to the **indemnity** under the insurance taken out under this Article arises on condition that the vehicle driver meets all his/her legal obligations relating to the **loss-incurring event** and stipulated by the generally binding legal regulations timely and properly.
10. The Insurer's indemnity
 - a) **Damage to the insured vehicle**

In the case of occurrence of an insured event, the Insurer is obliged to provide **insurance benefits** equivalent to the actual loss caused to the Insured by the damaging to or **destruction of the vehicle** as a result of the insured event.

b) Rental of a replacement vehicle

In the case of occurrence of an insured event in consequence of which the vehicle is not destroyed but just damaged, the Insurer is also obliged to provide **insurance benefits** equivalent, provided that any other conditions stipulated by this Article, to the amount by which the cost of rental of a replacement vehicle comparable to the insured vehicle incurred purposefully and demonstrably by the Insured exceeds the cost the Insured would otherwise expend on the operation of his/her insured vehicle which he/she could not use in consequence of the damage resulting from the insured event.

11. The right to the **insurance benefits** under Section 10b) of this Article arises:
 - a) only in the case the time of repair of the damaged vehicle caused by an insured event exceeds, in accordance with the manufacturer's standards, 8 hours,
 - b) up to the cost of rental of a replacement vehicle for a period that is necessary for repair of the damaged vehicle. The **insurance benefits** do not indemnify any costs relating to the operation of the replacement vehicle, particularly the cost of fuels, lubes, washing and cleaning of the replacement vehicle, etc.,
 - c) up to the cost of rental of a replacement vehicle of the same class as the insured damaged vehicle,
 - d) on condition that the Insured uses, when renting a replacement vehicle, solely the services of the Insurer's contractual partners.
12. The **Beneficiary** is only entitled to cede the right to the **insurance benefits** from the insurance under this Article upon the Insurer's prior written consent.
13. The insurance against damage to the vehicle caused by another vehicle comes into existence and becomes extinct together with the liability insurance.

ARTICLE 22 Insurance against damage to your own vehicle

1. The liability insurance taken out under liability option Premiumant is being taken out together with insurance against damage caused by **collision, fall, or impact** of a vehicle of Category 3 (vehicle categories are specified in the Insurance Policy) specified in the Insurance Policy within the scope and up to the indemnity limits specified in the following sections.
2. An insured event under the insurance taken out under this Article is **damage** to or **destruction of the vehicle** whose operation resulted in a loss or damage and whose driver and operator are insured against their liability for loss or damage resulting from operation of the vehicle by insurance taken out under this Part B of VPP KPV, occurring (the damage or destruction) as a result of a **collision, fall, or impact** of the vehicle.
3. The Insurer shall only provide **insurance benefits** under this insurance for such a **loss-incurring event** for which the Injured, i.e. a third party different from the Insured in this insurance, is at the same time entitled to **claim damages** from the Insurer under the liability insurance.
4. The Insurer shall provide the **Beneficiary** with **insurance benefits** equivalent to the damage to the vehicle whose operation resulted in the loss or damage, but only up to CZK10,000. The **Beneficiary** is the owner of the vehicle whose operation resulted in the loss or damage.
5. The sum of insurance benefits paid for one and all insured events occurring within one **period of insurance** shall not exceed the indemnity limit specified in the previous section.
6. **Insurance benefits** shall not be provided if the Insurer (or any other insurance company) is obliged to provide **insurance benefits** for the same damage to the vehicle specified in the Insurance Policy under another cover.
7. The insurance is being taken out without the Insured's participation in the indemnity.
8. The insurance against damage to your own vehicle comes into existence and becomes extinct together with the liability insurance.
9. The Parties hereto have agreed that the insurance covers insured events occurring in the geographical territory of Europe and in the area of the whole Turkey.

ARTICLE 23 Rental charges insurance

1. The liability insurance taken out under liability option Premiumant where the vehicle specified in the Insurance Policy is a vehicle of Category 3 (vehicle categories are specified in the Insurance Policy) is being taken out together with rental charges insurance within the scope and up to the indemnity limits specified in the following sections.
2. The subject matter of the insurance is the cost that is necessarily and purposefully expended on renting a replacement vehicle in causal connection with damage to the vehicle specified in the Insurance Policy.
3. An insured event is incurring cost of rental of a replacement vehicle in causal connection with damage to the vehicle whose operation resulted in loss or damage.
4. The Insurer shall only provide **insurance benefits** from this insurance for such a **loss-incurring event** for which the Injured, i.e. a third party different from the Insured in this insurance, is at the same time entitled to claim damages from the Insurer under the liability insurance. At the same time, the time of repair of the vehicle specified in the Insurance Policy must exceed, in accordance with the manufacturer's standards, 8 hours.
5. The Insurer shall provide the **Beneficiary** with **insurance benefits** equivalent to the cost necessarily and purposefully expended on rental of a replacement vehicle (comparable to the insured vehicle), but only up to CZK10,000. The **Beneficiary** is the owner of the vehicle whose operation resulted in the loss or damage.
6. The sum of insurance benefits paid for one and all insured events occurring within one **period of insurance** shall not exceed the indemnity limit specified in the previous section.

7. **Insurance benefits** shall not be provided if the Insurer (or any other insurance company) is obliged to provide **insurance benefits** for the same damage to the vehicle specified in the Insurance Policy under another cover.
8. The insurance is being taken out without the Insured's participation in the indemnity.
9. The rental charges insurance comes into existence and becomes extinct together with the liability insurance.
10. The Parties hereto have agreed that the insurance covers insured events occurring in the geographical territory of Europe and in the area of the whole Turkey. The place of renting a replacement vehicle for a period necessary for repair of the vehicle is limited to the area of the Czech Republic only.

ARTICLE 24 Bonus/malus system

1. Subject to the conditions specified in this Article, the Insurer shall provide a premium discount (bonus) or apply a premium surcharge (malus) for the following **period of insurance** in accordance with the fact whether an insured event occurred or did not occur in the previous period of insurance.
2. A bonus, or a malus, refers **to the Policyholder**.
3. A bonus is always granted, or a malus is always applied, as at the date of commencement of the **period of insurance** following the elapse of the assessed **period of insurance**. The Insurer subsequently adjusts the Premium for the following **period of insurance**.
4. Granting of a bonus, or application of a malus, is based on the length of the claim-free period, which is calculated in whole completed months.
5. For each insured event occurring in the **period of insurance**, the Insurer shall decrease the claim-free period of insurance by 36 months.
6. A bonus/ a malus for vehicles of Categories 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 24 (vehicle categories are specified in the Insurance Policy) takes account of the total preceding claim-free period of the liability insurance and amounts to the following values:

Claim-Free Period of Insurance		Bonus/Malus (%)
Bonus		
96	months and more	50
84 to 95	months	45
72 to 83	months	42
60 to 71	months	39
48 to 59	months	36
36 to 47	months	33
24 to 35	months	30
12 to 23	months	27
0 to 11	months	0
Malus		
-1 to -12	months	-10
-13 to -24	months	-40
-25 to -36	months	-80
-37	months and more	-100

7. A bonus/ a malus for vehicles of Category 3 (vehicle categories are specified in the Insurance Policy) takes account of the total preceding claim-free period of the liability insurance corresponding to the classification according to the length of the achieved claim-free period of insurance:

Claim-Free Period of Insurance		B/M Classification
0 and fewer	months	1
Bonus		
0 to 11	months	2
12 to 23	months	3
24 to 35	months	4
36 to 47	months	5

48 to 59	months	6
60 to 71	months	7
72 to 83	months	8
84 to 95	months	9
96	months	10

8. When taking out the Insurance Policy, a bonus is granted, or a malus is applied, or a vehicle of Category 3 is classified according to B/M classes, in the way specified by the Insurer, i.e. either on the basis of the presented certificate of the period of liability insurance and the claim-free period of the previous insurance that was achieved with the previous insurer (previous insurers) or on the basis of the information specified by the Policyholder in the Insurance Policy, or on the basis of the information about the periods of the previous insurances specified in the database of - the Czech Bureau of Insurers (Ceska kancelar pojistitelu, hereinafter referred to as CKP). Provided that the Policyholder fails to provide the Insurer with the original copy of the certificate of the period of liability insurance and the claim-free period within 1 month of the date of inception of the insurance, or if the information stated in the provided certificate is not identical to that stated in the Insurance Policy as the "Transferred bonus" or "Transferred malus", or the information from the CKP database is not identical to that specified in the Insurance Policy, the Insurer is entitled to adjust the Premium from the inception of the insurance in the way he/she would have done it if he/she had been aware of these facts at the time of taking out the insurance.
9. The Insurer is entitled to decide not to grant a bonus if the previous liability insurance became extinct for the reason of non-payment of premiums.
10. Insured events affecting the claim-free period of insurance occurring in the period after announcement of the new amount of premium for the following **period of insurance** cannot be taken into consideration by the Insurer when granting a bonus or applying malus until the following **period of insurance**.
11. Providing the Insurer learns about occurrence of an insured event or accomplishes investigation into an insured event already arisen after he/she has determined a lower premium for the following **period of insurance**, the Insurer is entitled, towards the Policyholder, to payment of the part of the Premium which corresponds to the difference between the Premium the Insurer would have determined if he/she had learnt about this fact in time and the Premium he/she has determined.

PART C. | CASCO INSURANCE

ARTICLE 25 Insured perils and scope of cover

1. In option **Standard**, the insurance is being taken out:
 - a) in case of **damage** to or **destruction** of the subject matter of the insurance by any accidental event that is not excluded in VPP KPV or in the Insurance Policy,
 - b) in case of **missing** of the subject matter of the insurance or its part in causal connection with a road accident investigated by the police.
2. In option **Dominant**, the insurance is being taken out:
 - a) in case of **damage** to or **destruction** of the subject matter of the insurance by any accidental event that is not excluded in VPP KPV or in the Insurance Policy,
 - b) in case of theft of the subject matter of the insurance or its part by the **insurance peril of theft** by burglary or **theft with violence** (hereinafter referred to as theft),
 - c) in case of **missing** of the subject matter of the insurance or its part in causal connection with a road accident investigated by the police.
3. In option **Premiant**, the insurance is being taken out:
 - a) in case of **damage** to or **destruction** of the subject matter of the insurance by any accidental event that is not excluded in VPP KPV or in the Insurance Policy,
 - b) in case of theft of the subject matter of the insurance or its part by the **insurance peril of theft** by burglary or **theft with violence** (hereinafter referred to as theft),
 - c) in case of the guarantee of the Sum Insured of the subject matter of the insurance specified in the Insurance Policy in the case the subject matter of the insurance is damaged or **destroyed** in accordance with provisions a) and b) of this Section. This cover becomes ineffective when the subject matter of the insurance reaches 5 years of age (the current year of the insurance minus the year when the subject matter of the insurance was put into operation >5),
 - d) in case of **missing** of the subject matter of the insurance or its part in causal connection with a road accident investigated by the police.
4. The insurance option is specified in the Insurance Policy.
5. If the Insurance Policy stipulates insurance under this Part of VPP KPV, then the Insurer shall provide the Insured with assistance services within the scope of Part K of VPP KPV.

ARTICLE 26 Subject matter of insurance

1. The insurance covers the motor vehicle specified in the Insurance Policy, including its **common equipment** (hereinafter referred to as the vehicle).
2. If any of the information about the vehicle which, however, do not make it impossible to identify the vehicle (e.g. the vehicle is equipped with a temporary transportation plate, but not with the assigned registration plate) is missing when the Insurance Policy is being taken out, the Policyholder is obliged to notify the Insurer of the assigned registration plate (SPZ) in writing within 15 days of the date of the Insurance Policy.
3. The subject matter of the insurance does not refer to the vehicle appurtenances in accordance with the provision of § 510 of the Civil Code (e.g. a trailer, a caravan).

ARTICLE 27 Insured event

1. An insured event is damage to or **destruction of the vehicle**, or theft, **missing** (only in causal connection with a road accident investigated by the police) of the vehicle and its parts caused by an **insurance peril** under Article 25 of this Part of VPP KPV and in accordance with the insurance option specified in the Insurance Policy occurring in the location corresponding with to the territorial scope stipulated in this Part of VPP KPV and within the Policy Period.

ARTICLE 28 Exclusions from insurance

1. The insurance does not cover any **loss-incurring events**:
 - a) resulting from war events, rebellions, uprisings, or other violent disorders having the character of a revolt or revolution,
 - b) resulting from terrorist acts, strikes, or by intervention of the authoritative power or in causal connection with them,
 - c) caused by nuclear energy, radiation of any kind, and radioactive contamination,
 - d) resulting from a defect the insured item already had at the time of taking out the insurance and that was or could have been known to the Policyholder or the Insured regardless of the fact whether the Insurer was aware of it.
2. In addition to that, the insurance does not cover any **loss-incurring events**:
 - a) occurring while using the vehicle for a reason different from that for which it is intended by the manufacturer,
 - b) occurring while using the vehicle that is not in working condition, i.e. its technical condition does not comply with the road traffic safety requirements,
 - c) consisting in the wrong design, a material defect, or a manufacturing defect,
 - d) caused by permanent operational influence (e.g. wear and tear, functional strain, fatigue) or by corrosion,
 - e) resulting from improper maintenance, repair or operation (e.g. deficiency or use of unsuitable fuels or lubricants, engine overheating, exceeding maximum vehicle payload specified by the manufacturer, failing to meet the dates of regular maintenance given by the generally binding legal regulations, provisions, or instructions given by the manufacturer, intentionally negligent or deliberate neglect of maintenance, etc.) or in direct connection with these activities,
 - f) caused by a stowed object or load transported on or in the vehicle (unless there is, at the same time, another damage to the vehicle caused by an **insured peril** under Article 25 of this Part of VPP KPV), or any damage arisen during loading or unloading of the transported items,
 - g) arisen while the vehicle is being **driven** by a person without the mandatory licence for driving a motor vehicle, and the Insured or the **authorized user** have entrusted such a person with **driving** this vehicle,
 - h) arisen during an activity of the vehicle or its part as a working machine,
 - i) arisen while using the vehicle for military purposes,
 - j) caused by **detonation** of the transported explosives or **any other dangerous substances**,
 - k) caused by an intentional activity of the party exercising the right to **indemnity** or by a third party acting at the instigation of the party exercising the right to **indemnity**, unless stipulated otherwise in the Civil Code or the provisions of the Insurance Policy,
 - l) arisen while using the vehicle for criminal acts by the party exercising the right to **indemnity** or by a third party with the knowledge of the party exercising the right to **indemnity**,
 - m) arisen during races and competitions of all kinds, including **preparatory drives** before them,
 - n) arisen while the vehicle is being **driven** by a person under the influence of alcohol, intoxicants or psychotropic substances. The same applies if the driver of the crashed vehicle refuses to undergo the appropriate examination, or if he/she leaves the accident site without undergoing the appropriate examination to prove or disprove the presence of alcohol or intoxicating and psychotropic substances,
 - o) indirect of any kind (e.g. lost profit, losses caused by impossibility of using the vehicle, etc.),
 - p) occurring to fuelling,
 - q) whose substance rests in the damage to or destruction of the transported load,
 - r) arisen during the period the insured vehicle has been lent to a third party for a consideration, unless stipulated otherwise in the Insurance Policy. This exclusion does not apply if the insured vehicle is a replacement vehicle

- owned by a garage, used as a replacement vehicle lent to the clients for the period their vehicle is being repaired. This exclusion does not apply to damage to the **vehicle window glass**.
3. If the insurance under Section 1 of Article 25 of this Part of VPP KPV has been taken out, the insurance does not cover any **loss-incurring events** occurring during the period of alienation, **misappropriation** or **unauthorized use** of the vehicle before it is returned to the Insured.
 4. Unless there is also another damage to the vehicle occurring for the same reason and at the same time which the Insurer is obliged to indemnify, the insurance does not apply to any cases of damage to or destruction of:
 - a) the tyres,
 - b) the electrical equipment of the vehicle,
 - c) the electronic equipment of the vehicle, including recording media, screens and any other displaying units or recordings in them.
 5. In the case of taking out the insurance under Sections 2 or 3 of Article 25 of this Part of VPP KPV and in the case of occurrence of a **loss-incurring event** consisting in damaging or **destroying the vehicle** during the period of alienation, **misappropriation** or **unauthorized use** of the vehicle before it is returned to the Insured, the Insurer is also obliged to indemnify loss-incurring events which otherwise would not be covered by the insurance due to the exclusions specified in Part C Article 28 Section 2a), b), e), f), g), h), i), j), m), n), p) of VPP KPV.
 6. The insurance taken out within the scope of Article 25 Section 3c) does not cover any loss-incurring events:
 - a) in relation to which there is an authorized decrease in or refusal of the indemnity under the insurance taken out under Article 25 Section 3a) or b),
 - b) relating to the vehicle where the Policyholder knowingly proposed, at the time the Insurance Policy was being taken out, a higher Sum Insured of the vehicle compared to the **acquisition price** of the vehicle, and this proposed Sum Insured was subsequently stipulated in the Insurance Policy,
 - c) occurring within the period when the insured vehicle is being used for operating a taxi service or for transport of persons for a consideration.

ARTICLE 29 Obligations of Insurance Parties

1. In addition to the obligations stipulated in Part A Article 5 of VPP KPV, the **Insured** is also obliged to:
 - a) under the circumstances stipulated in Act No. 361/2000 Sb., on the road traffic and on amendments to some acts (the road traffic act), as amended, notify the police of the road accident immediately and inform the Insurer, within reasonable time, of the outcomes of the investigation; this does not affect the Insured's reporting obligation stipulated by the appropriate generally binding legal regulations; this obligation also applies to the person the Insured has entrusted with **driving** the vehicle,
 - b) if the **loss-incurring event** occurs abroad, notify the local police or another appropriate state authority of this **loss-incurring event** and provide the Insurer with the outcomes of the police investigation in writing; this obligation also applies to the person the insured has entrusted with **driving** the vehicle,
 - c) provided that the damaged vehicle needs repairing, choose a reasonable cost of such repair,
 - d) observe the generally binding legal regulations, technical and other norms and vehicle manufacturer's instructions relating to operation, use, and maintenance of the vehicle in the insurance location,
 - e) notify the police in the place of occurrence of a **loss-incurring event** relating to a deliberate **intervention of a third party of the loss-incurring event** at the latest by the day following the day when such a fact is identified,
 - f) if the subject matter of the insurance is damaged by a **windstorm** of an unidentified speed, prove that movement of air in its surroundings caused similar damage to similar property or to items with the same resistance ability,
 - g) make sure they never leave the insured vehicle unattended unless it is properly locked,
 - h) make sure the spare insured vehicle keys are not left in this vehicle.

ARTICLE 30 Insured value, sum insured, deductible

1. The **Insured Value** is the highest possible property loss that may result from an insured event occurring to the insured item, and it is decisive for determination of the Sum Insured. The Insured Value of the subject matter of the insurance is the **common value** of the vehicle.
2. The **indemnity** is limited by the upper limit. The upper limit is determined by the Sum Insured.
3. The **Sum Insured** is specified in the Insurance Policy on the basis of the Policyholder's proposal to correspond with the acquisition value of the insured vehicle as at the date of the Insurance Policy. Unless the acquisition value of the insured vehicle is known when the Insurance Policy is being taken out, the Sum Insured is the **common value** of the insured vehicle (which is then considered the acquisition value of the vehicle). The Sum Insured is specified by the Policyholder at his own responsibility.
4. The insurance is being taken out with a participation in the indemnity (a deductible), which is specified in the Insurance Policy.

ARTICLE 31 Indemnity

1. If the vehicle is **damaged**, the **Beneficiary** is entitled to the sum provided by the Insurer corresponding to the **reasonable cost of repair** of the vehicle common in the place and at the time of the repair of the **loss-incurring**

- event**, reduced by the residual value of the replaced parts. The Insurer shall specify the residual value in compliance with the current conditions of their saleability on the market.
2. Providing the **Beneficiary** agrees that the repair shall be carried out by a contract garage recommended by the Insurer, the Policyholder and the Insurer have agreed that the Insurer shall decrease the original **Beneficiary's** participation stipulated in the Insurance Policy by one quarter, but only on condition that the Insurer is not entitled, at the same time, to reduce indemnity for another reason.
Unless the Insured incurs cost of reinstatement of the same or comparable new property (i.e. a physical repair has not been performed or the damaged parts of the vehicle have not been replaced), the Insurer is entitled to provide indemnity on the basis of a price list of **qualitatively equivalent parts**.
 3. If the cost of repair of the damaged vehicle reaches at least 85% of the **common value** of the vehicle as at the date of occurrence of the loss-incurring event, the **Beneficiary** is entitled to insurance benefits corresponding to the **common value** of the vehicle in the place and at the time of occurrence of the repair of the **loss-incurring event** (the vehicle is considered destroyed). This sum shall be reduced by the residual value of the vehicle and the Deductible. The Insurer shall specify the residual value in compliance with the current conditions of the saleability of the residue on the market.
 4. If the insurance under Article 25 Section 2 of this Part of VPP KPV has been taken out and the vehicle is stolen, the **Beneficiary** is entitled to the sum, provided by the Insurer, corresponding to the **common value** of the vehicle at the time of the **loss-incurring event** decreased by the Deductible.
 5. If the insurance under Article 25 Section 3 of this Part of VPP KPV has been taken out and the insured vehicle is **destroyed** or stolen, the Insurer shall provide compensation corresponding to the value of the stipulated Sum Insured of the vehicle, but only up to the common value of the vehicle plus CZK600,000. This sum is, in the case of **destruction** of the vehicle, decreased by the residual value of the vehicle and the Deductible. The Insurer determines the residual value in accordance with the current conditions of the saleability of the residue on the market.
 6. In the case of **destruction** or theft (if the insurance under Article 25 Section 2 or Section 3 has been taken out) of individual components of the **common equipment** of the vehicle specified in the Insurance Policy, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **reasonable cost** of reinstatement of the same or comparable new item that is common in the place at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.
 7. In the case of indemnification for destruction or theft (if the insurance under Article 25 Section 2 or Section 3 has been taken out) of the **common equipment** specified in the Insurance Policy, where the Insured does not incur any cost of reinstatement of the same or comparable new item (i.e. there has been no physical replacement, exchange, or repair of the damaged parts of the vehicle), the Insurer shall provide a sum corresponding to the **current value** of these items at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.
 8. In the case of destruction or theft (if the insurance under Article 25 Section 2 or Section 3 has been taken out) of individual components of the **common equipment** of the vehicle unspecified in the Insurance Policy, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **reasonable cost** of reinstatement of the same or comparable new item that is common in the place at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts, but only up to 20% of the Sum Insured specified for the vehicle for each single item of the unspecified **common equipment**. The Insurer determines the residual value in accordance with the current conditions of the saleability of the residue on the market.
 9. In the case of indemnification for destruction or theft (if the insurance under Article 25 Section 2 or Section 3 has been taken out) of the **common equipment** unspecified in the Insurance Policy, where the Insured does not incur any cost of reinstatement of the same or comparable new item (i.e. there has been no physical replacement, exchange, or repair of the damaged parts of the vehicle), the Insurer shall provide a sum corresponding to the **current value** of these items at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts, but only up to 20% of the Sum Insured specified for the vehicle for one or more items of the unspecified **common equipment**. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.
 10. In the case of an insured event, the damaged vehicle shall always be repaired in the area of the Czech Republic, unless the Insurer decides on repairing the damaged vehicle in the place of the insured event. The Insurer shall compensate for the reasonable and necessary cost of custody, restoring functionality, extrication, towing away or transport of the stationary vehicle to the nearest contractual or authorized garage in the Czech Republic, but only up to 15% of the **common value** of the vehicle as at the date of occurrence of the **loss-incurring event**, unless the Insurer decides otherwise after the insured event.
 11. If the Sum Insured is, at the time of occurrence of the **loss-incurring event**, more than 15% lower than the **Insured Value** of the vehicle, underinsurance applies and the Insurer is entitled to reduce **indemnification** in the same ratio as the Sum Insured - **Insured Value** ratio.
 12. The sum of insurance benefits reduced by the agreed Deductibles paid for the insured vehicle within insured events occurring in the course of one **insurance year** (if the insurance has been taken out for a shorter period, within the Policy Period) shall not exceed 1.3 multiple of the Sum Insured stipulated in the Insurance Policy for the insured vehicle.

13. In the case of repeated occurrence of **damage** to, **destruction** or theft (if the insurance under Article 25 Section 2 or Section 3 has been taken out) of airbags, audio-visual technology, or a navigation device, within the Policy Period, the Beneficiary is only entitled to insurance benefits on condition that he/she documents performance of the previous repair or replacement of the damaged or destroyed property.
14. If the process of settlement of the insured event discovers **damage** to the vehicle that already existed when the insurance was taken out, the Insurer is entitled to decrease the compensation for the previous **damage**, or refuse to provide compensation for the damaged part of the vehicle.

ARTICLE 32 Territorial scope of insurance

The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

ARTICLE 33 Securing the vehicle against theft

1. As for the covers taken out under Article 25 Section 2 or 3 of this Part of VPP KPV, the right to provision of the insurance benefits only arises on condition that the vehicle is secured at least in accordance with the requirements specified in Part N of VPP KPV.

ARTICLE 34 Bonus/malus system

1. Subject to the conditions specified in this Article, the Insurer shall provide a premium discount (bonus) or apply a premium surcharge (malus) for the following **period of insurance** in accordance with the fact whether an insured event caused entirely or partly by the driver of the insured vehicle occurred or did not occur in the previous **period of insurance**.
2. A bonus, or a malus, refers to the Policyholder.
3. A bonus is always granted, or a malus is always applied, as at the date of commencement of the **period of insurance** following the elapse of the assessed **period of insurance**. The Insurer subsequently adjusts the Premium for the following **period of insurance**.
4. Granting of a bonus, or application of a malus, is based on the length of the claim-free period, which is calculated in whole completed months.
5. For each insured event occurring in the **period of insurance**, the Insurer shall decrease the claim-free period of insurance by 36 months.
6. Based on the claim-free period of the insurance, the bonus/ the malus amounts to the following values:

Claim-Free Period of Insurance	Bonus/Malus (%)
Bonus	
120 months and more	50
108 to 119 months	45
96 to 107 months	40
84 to 95 months	35
72 to 83 months	30
60 to 71 months	25
48 to 59 months	20
36 to 47 months	15
24 to 35 months	10
12 to 23 months	5
0 to 11 months	0
Malus	
-1 to -12 months	5
-13 to -24 months	10
-25 to -36 months	15
-37 to -48 months	20
-49 to -60 months	25
-61 to -72 months	30
-73 to -84 months	40
-85 to -96 months	50

-97 to -108	months	60
-109 to -120	months	70
-121 to -132	months	80
-133 to -144	months	90
-145	months and more	100

7. When taking out the Insurance Policy, a bonus is granted, or a malus is applied in the way specified by the Insurer, i.e. either on the basis of the presented certificate of the period of casco insurance and the claims experience of the previous insurance that was achieved with the previous insurer (previous insurers), or on the basis of the information specified by the Policyholder in the Insurance Policy, or in another way specified by the Insurer. Provided that the Policyholder fails to provide the Insurer with the original copy of the certificate of the period of the previous expired casco insurance within 1 month of the date of inception of the insurance, or if the information stated in the provided certificate is not identical to that stated by the Policyholder in the Insurance Policy as the "Transferred bonus" or "Transferred malus", the Insurer is entitled to adjust the Premium from the inception of the insurance in the way he would have done it if he had been aware of these facts at the time of taking out the insurance.
8. When granting a bonus, or applying a malus, on the basis of the data from the previous casco insurance under this Article of VPP KPV, it is possible to use data for the period back to 1 January 2000 only.
9. The **Beneficiary** may influence, within settlement of an insured event that was entirely or partly caused by the driver of the insured vehicle, the claim-free period of the insurance and subsequently also the amount of the premium for the following **period of the insurance** by making an agreement with the Insurer, upon occurrence of the insured event, about termination of the Insurer's commitment to provide **insurance benefits** for the insured event. As for granting a bonus or application of a malus for the following **period of the insurance**, the claim-free period of the insurance will then be assessed as if this insured event did not occur at all.
10. Insured events affecting the claim-free period of insurance occurring in the period after announcement of the new amount of premium for the following **period of insurance** cannot be taken into consideration by the Insurer when granting a bonus or applying malus until the following **period of insurance**.
11. Providing the Insurer learns about occurrence of an insured event or accomplishes investigation into an insured event already arisen after he/she has determined a lower premium for the following **period of insurance**, the Insurer is entitled, towards the Policyholder, to payment of the part of the Premium which corresponds to the difference between the Premium the Insurer would have determined if he/she had learnt about this fact in time and the Premium he/she has determined.
12. Upon extinction of the casco insurance, the Insurer shall, on the basis of the Policyholder's request, issue a certificate of the period of the insurance and its claims experience.
13. The Insurer is entitled to decide not to grant a bonus if the previous casco insurance became extinct for the reason of non-payment of premiums.

PART D. | VEHICLE THEFT INSURANCE

ARTICLE 35 Insured perils and scope of cover

1. Only if expressly stipulated in the Insurance Policy, it also stipulates **insurance against theft** of the subject matter of the insurance against the below insurance perils in accordance with this part of VPP KPV.
2. The insurance is being taken out in case of theft of the subject matter of the insurance by the **insured peril of theft** by burglary or by **theft with violence** (hereinafter referred to as theft).

ARTICLE 36 Subject matter of insurance

1. The insurance covers the motor vehicle specified in the Insurance Policy, including its **common equipment** (hereinafter referred to as the vehicle).
2. If any of the information about the vehicle is not known at the time of taking out the Insurance Policy, but this information does not make its identification impossible (e.g. the vehicle is only equipped with a transport number plate, but not with an assigned registration number - SPZ), the Policyholder is obliged to notify the Insurer, in writing and within 15 days of the date of the Insurance Policy, of the assigned registration number (SPZ).
3. The subject matter of the insurance does not refer to the appurtenances of the vehicle in accordance with the provisions of § 510 of the Civil Code (e.g. a trailer, a caravan).

ARTICLE 37 Insured event

1. An insured event refers to theft of the vehicle or its part by an **insured peril** under Article 35 of this part of VPP KPV occurring in the location identical to the territorial scope of the insurance stipulated in VPP KPV and within the Policy Period.

ARTICLE 38 Exclusions from insurance

1. The insurance does not cover any **loss-incurring events**:
 - a) occurring as a result of war events, rebellions, uprisings, or other violent disorders having the character of a revolt or revolution,
 - b) occurring as a result of terrorist acts, strikes, or by intervention of the authoritative power or in causal connection with them,
 - c) arisen while using the vehicle for military purposes,
 - d) caused by an intentional activity of the party exercising the right to **indemnity** or by a third party acting at the instigation of the party exercising the right to **indemnity**, unless stipulated otherwise in the Civil Code or the provisions of the Insurance Policy,
 - e) indirect of any kind (e.g. lost profit, losses caused by impossibility of using the vehicle, etc.),
 - f) arisen to fuelling,
 - g) arisen during the period the insured vehicle has been lent to a third party for a consideration, unless stipulated otherwise in the Insurance Policy. This exclusion does not apply if the insured vehicle is a replacement vehicle owned by a garage, used as a replacement vehicle lent to the clients for the period their vehicle is being repaired,
 - h) the insurance shall not cover any damage to the vehicle, its parts, or its equipment arisen during theft or an attempt at theft.
2. In the case of taking out the insurance under this Part of VPP KPV and in the case of occurrence of a **loss-incurring event** consisting in damaging or destroying the vehicle during the period of alienation, **misappropriation**, or **unauthorized use** of the vehicle before it is returned to the Insured, the Insurer is also obliged to indemnify **loss-incurring events** which otherwise would not be covered by the insurance due to the exclusions specified in Part C Article 28 Section 2a), b), e), f), g), h), i), j), m), n), p) of VPP KPV.

ARTICLE 39 Obligations of Insurance Parties

1. The **Insured** is, in addition to the obligations stipulated in Part A of Article 5 of VPP KPV, also obliged:
 - a) to notify the police of a **loss-incurring event** relating to theft for investigation in the place of occurrence of the **loss-incurring event** at the latest by the day following the day when the fact is discovered,
 - b) not to leave the insured vehicle unattended unless it is properly locked,
 - c) not to leave spare keys of the insured vehicle inside this vehicle.

ARTICLE 40 Insured value, sum insured, deductible

1. The **Insured Value** is the highest possible property loss that may result from an insured event occurring to the insured item, and it is decisive for determination of the Sum Insured. The **Insured Value** of the subject matter of the insurance is the **common value** of the vehicle.
2. The **insurance indemnity** is limited by the upper limit. The upper limit is determined by the Sum Insured.
3. The Sum Insured is specified in the Insurance Policy on the basis of the Policyholder's proposal to correspond with the acquisition value of the insured vehicle as at the date of the Insurance Policy. Unless the acquisition value of the insured vehicle is known when the Insurance Policy is being taken out, the Sum Insured is the **common value** of the insured vehicle (which is then considered the acquisition value of the vehicle). The Sum Insured is specified by the Policyholder at his own responsibility.
4. The insurance is being taken out with a participation in the indemnity (a deductible), which is specified in the Insurance Policy.

ARTICLE 41 Indemnity

1. If the vehicle has been stolen, the **Beneficiary** is entitled to the sum corresponding to the **common value** of the vehicle at the time of occurrence of the **loss-incurring event** provided by the Insurer.
2. In the case of theft of individual components of the **common equipment** of the vehicle specified in the Insurance Policy, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **reasonable cost** of reinstatement of the same or comparable new item that is common in the place at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.
3. In the case of indemnification for theft of the **common equipment** specified in the Insurance Policy, where the Insured does not incur any cost of reinstatement of the same or comparable new item (i.e. there has been no physical replacement of the stolen parts of the vehicle), the Insurer shall provide the sum corresponding to the

current value of these items at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.

4. In the case of theft of individual components of the **common equipment** of the vehicle unspecified in the Insurance Policy, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **reasonable cost** of reinstatement of the same or comparable new item that is common in the place at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts, but only up to 20% of the Sum Insured specified for the vehicle for each single item of the unspecified **common equipment**. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market.
5. In the case of indemnification for theft of the **common equipment** unspecified in the Insurance Policy, where the Insured does not incur any cost of reinstatement of the same or comparable new item (i.e. there has been no physical replacement of the stolen parts of the vehicle), the Insurer shall provide the sum corresponding to the **current value** of these items at the time of occurrence of the **loss-incurring event**, decreased by the residual value of the replaced parts, but only up to 20% of the Sum Insured specified for the vehicle for one or more items of the unspecified **common equipment**. The Insurer determines the residual value in accordance with the current conditions of their saleability on the market .
6. In the case of an insured event, the damaged vehicle shall always be repaired in the area of the Czech Republic. The Insurer shall compensate for the reasonable and necessary cost of custody, restoring functionality, extrication, towing away or transport of the stationary vehicle to the nearest contractual or authorized garage in the Czech Republic, but only up to 15% of the **common value** of the vehicle as at the date of occurrence of the **loss-incurring event**, unless the Insurer decides otherwise after the insured event.
7. If the Sum Insured is, at the time of occurrence of the **loss-incurring event**, more than 15% lower than the **Insured Value** of the vehicle, underinsurance applies and the Insurer is entitled to reduce **indemnification** in the same ratio as the Sum Insured - **Insured Value** ratio. This **indemnity** is then decreased by the amount of the Deductible.
8. The sum of insurance benefits reduced by the agreed Deductibles paid for the insured vehicle within insured events occurring in the course of one **insurance year** (if the insurance has been taken out for a shorter period, within the Policy Period) shall not exceed 1.3 multiple of the Sum Insured stipulated in the Insurance Policy for the insured vehicle.
9. In the case of repeated occurrence of theft of airbags, audio-visual technology, or a navigation device, within the Policy Period, the **Beneficiary** is only entitled to **insurance benefits** on condition that he/she documents performance of the previous replacement of the stolen property.

ARTICLE 42 Territorial scope of insurance

The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

ARTICLE 43 Securing the vehicle against theft

1. The right to provision of the insurance benefits only arises on condition that the vehicle is secured at least in accordance with the requirements specified in Part N of VPP KPV.

PART E. | BAGGAGE AND TRANSPORTED PROPERTY INSURANCE

ARTICLE 44 Insured perils and scope of cover

1. Only if expressly stipulated in the Insurance Policy, it also stipulates **baggage and transported property insurance** against the below insurance perils in accordance with this part of VPP KPV.
2. The insurance is being taken out in case of **damage to or destruction of the subject matter of the insurance** by:
 - a) **collision, fall, impact,**
 - b) **fire, explosion, stroke of lightning, hailstorm, windstorm, fall** of any objects,
 - c) **flood, inundation,**
 - d) **action of a third party.**Insurance is also being taken out in case of **missing** the baggage and transported items in causal connection with a traffic accident investigated by the police provided that the a private individual loses the ability to keep the subject matter of the insurance.
3. The insurance is also being taken out in case of theft of the baggage and transported items from the vehicle by the **insurance perils of theft** by burglary or **theft with violence**.

ARTICLE 45 Subject matter of insurance

1. The insurance covers the baggage and transported property (hereinafter also referred to as the property) which the persons transported in the vehicle specified in the Insurance Policy (hereinafter referred to as the vehicle) are wearing or have with them or which they are transporting in the place intended for transport of baggage.

ARTICLE 46 Insured event

1. An insured event refers to damage to, destruction or theft of the property transported in the vehicle occurring in the location identical to the territorial scope of the insurance stipulated in VPP KPV and within the Policy Period.

ARTICLE 47 Exclusions from insurance

1. The insurance does not cover any **loss-incurring events**:
 - a) resulting from war events, rebellions, uprisings, or other violent disorders having the character of a revolt or revolution,
 - b) resulting from terrorist acts, strikes, or by intervention of the authoritative power or in causal connection with them,
 - c) caused by nuclear energy, radiation of any kind, and radioactive contamination,
 - d) resulting from a defect the insured item already had at the time of taking out the insurance and that was or could have been known to the Policyholder or the Insured regardless of the fact whether the Insurer was aware of it.
2. In addition to that, the insurance does not cover any **loss-incurring events**:
 - a) arisen to any transported property kept in the accounting of its owner as stock, or if it is transported for a consideration,
 - b) arisen to any items of the **common vehicle equipment**,
 - c) arisen to any transported **items of a special value** or carriers of video, audio, and data recordings, including their contents,
 - d) arisen to any transported items as a result of their improper placement or attachment,
 - e) arisen as a result of theft of the property or **action of a third party** to any items placed outside the baggage space of the vehicle, unless the transported item or its part go **missing** at the same time in causal connection with a traffic accident investigated by the police.
3. Any optical devices and photographic devices, consumer electronics products, computing and office technologies are only covered by the insurance if the transported persons have them in exclusive ownership, in the joint property of spouses, or in rightful possession.

ARTICLE 48 Indemnity limit, deductible

1. The insurance is being taken out with the indemnity limit specified in the Insurance Policy.
2. The sum of indemnities decreased by the agreed deductibles shall not exceed the indemnity limit for an **insurance year** (if the insurance has been taken out for a shorter period, for the Policy Period).
3. The insurance is being taken out with a participation in the indemnity (a deductible), which is specified in the Insurance Policy.

ARTICLE 49 Indemnity

1. If the insured property is damaged, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the **adequate cost of repair** of the damaged property that is common at the time and in the place of occurrence of the insured event, decreased by the residual value of the replaced parts of the damaged property, but only up to the **current value** of the property.
2. If the insured property is destroyed or stolen, the **Beneficiary** is entitled to the Insurer's compensation corresponding to the cost of reinstatement of the destroyed or stolen property, but only up to the **current value** of the property decreased by the value of the usable residue.
3. The right to **indemnification** for a loss-incurring event consisting in theft of the insured property arises only if it has been announced to the police or another appropriate public authority, regardless of the amount of the loss resulting from the **loss-incurring event**.

ARTICLE 50 Territorial scope of insurance

The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

PART F. | ACCIDENT INSURANCE OF TRANSPORTED PERSONS

ARTICLE 51 Introductory provisions

1. Only if expressly stipulated in the Insurance Policy, it also stipulates **accident insurance of transported persons** against the below insurance perils in accordance with this part of VPP KPV.
2. The accident insurance taken out under VPP KPV is amount insurance.

ARTICLE 52 Insured perils and scope of cover

1. The accident insurance is being taken out within the scope and with sums insured in accordance with the following stipulations.

a) insurance against permanent injury consequences

- I. If an **accident** occurring within the Policy Period causes permanent consequences to a person transported in the vehicle specified in the Insurance Policy (hereinafter referred to as the Insured), the Insurer shall pay the Insured the percentage of the Sum Insured specified in the Insurance Policy as at the date of the **accident** corresponding to the percentage of the permanent consequences in accordance with **Evaluation Table B** after they have stabilised.
- II. If **Evaluation Table B** specifies a percentage range, the Insurer shall determine the amount of the indemnity in the way it corresponds, within the given range, to the character and scope of the bodily harm caused to the Insured by the **accident**.
- III. If the **permanent consequences of accident** relate to a part of the body or an organ the function of which had already been decreased before the **accident**, the percentage is decreased by the number of per cent corresponding to the previous damage, also specified in accordance with **Evaluation Table B**.
- IV. The right to insurance indemnity arises on condition that the scope of the permanent consequences caused to the Insured as a result of one accident reaches, after their stabilisation, at least 10% of the permanent bodily harm in accordance with **Evaluation Table B** and, at the same time, on condition that the Insured does not die of the consequences of this **accident** within the period of 6 months of the day of the accident.
- V. The right to the insurance benefits also only arises on condition that the **accident** is a direct consequence of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy or of a fall of any objects on this vehicle.
- VI. If a single **accident** causes several permanent consequences of different kinds to the Insured, the total **permanent consequences of the accident** are specified as the sum of the percentages of individual consequences. However, the total **insurance indemnity** for the permanent consequences resulting from a single accident may not exceed 100% of the Sum Insured. If the permanent consequences relate to the identical limb, organ, or their parts, they are assessed as a unit up to the percentage established in **Evaluation Table B** for the anatomical or functional loss of the given limb, organ, or their parts. If the Insurer has provided compensation for the loss of a limb, the Insurer shall not provide any other compensation under the accident insurance in the case of another **accident** arisen to such an indemnified part of the body.
- VII. If a bodily harm is not specified in **Evaluation Table B**, the Insurer shall determine the scope of indemnity in accordance with the permanent consequences specified in **Evaluation Table B** that are, in their nature, the closest to the permanent consequences in question.
- VIII. The amount of compensation shall be determined by the Insurer on the basis of the Insured's medical documentation. When doing so, the Insurer shall rely on the opinion of the doctor providing him with professional advisory activities.
- IX. If it is not possible to specify the scope of **permanent consequences of the accident** on the basis of the Insured's medical documentation, the Insurer shall determine it on the basis of the report on the outcomes of the Insured's medical examination by the doctor determined by the Insurer. The Insurer shall arrange such a medical examination at his own expense.

b) accidental death insurance

- I. If an **accident** occurring within the Policy Period results in the death of a person transported in the vehicle specified in the Insurance Policy (hereinafter referred to as the Insured) within three years of the date of the **accident** at the latest, the Insurer shall pay the party entitled to the **insurance benefits** by the Insured's death the Sum Insured stipulated in the Insurance Policy as at the date of the **accident**.
- II. However, if the Insured dies of the **accident** consequences and the Insurer has already provided **insurance benefits** for the permanent consequences of this **accident**, the Insurer shall pay the Second Beneficiary for the accidental death only the potential difference between the Sum Insured stipulated in the Insurance Policy as at the date of the **accident** in case of accidental death and the sum of insurance benefits already paid for the permanent consequences of this **accident**.
- III. The right to the insurance benefits arises on condition that the Insured's death is a direct consequence of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy or of a **fall** of any objects on this vehicle.

c) indemnity for the period of necessary treatment of a bodily harm resulting from accident

- I. The right to the **insurance benefits** for the period of the necessary **treatment** of a bodily harm resulting from **accident** (also daily compensation) arises to the Insured if he/she suffers an **injury** and the **period of the necessary treatment** of the bodily harm resulting from this **accident** supported with a medical certificate reaches at least 29 days. As for the bodily harms where **Evaluation Table A** specifies “no compensation”, the Insurer is not obliged to provide any daily compensation even if this condition is met.
- II. In addition, the right to the benefits arises on condition that the **accident** is a direct consequence of a **collision, fall, impact, fire, or explosion** of the vehicle specified in the Insurance Policy, or a **fall** of any objects on this vehicle.
- III. The Insurer shall pay the Insured daily compensation for the period of necessary **treatment** of the bodily harm resulting from **accident** supported with a medical certificate, but only unless this period exceeds the number of days specified for individual bodily harms in **Evaluation Table A**. the Insurer is not obliged to provide any insurance benefits for the days by which the total **period of necessary treatment** of a bodily injury resulting from **accident** exceeds this limit determined by the Insurer.
- IV. If the necessary **treatment** of a bodily harm resulting from **accident** occurs within a period of inability to work for which the Insured is entitled to sick pay and he/she draws it and, in compliance with the social security regulations, he/she is issued a certificate of inability to work (hereinafter referred to as inability to work) and the period of this inability to work exceeds the number of days specified for individual bodily harms in **Evaluation Table A**, the Insurer is obliged to pay daily compensation for the period of this inability to work, but only unless this period exceeds the number of days specified for individual bodily harms in **Evaluation Table A** by more than 20%. The Insurer is not obliged to provide any insurance benefits for the days by which the total period of the inability to work exceeds the limit determined by the Insurer increased by 20%.
- V. The Insurer is not obliged to provide any **insurance benefits** for the **period of necessary treatment** of a bodily harm resulting from **accident** exceeding the period of 365 days from the day of this **accident**.
- VI. If the Insured suffers another **accident** within the **period of necessary treatment** of a bodily harm resulting from **accident** for which the Insurer is obliged to provide daily compensation, the maximum number of days for which the Insurer is obliged to provide insurance benefits is determined as the sum of the number of days specified in **Evaluation Table A** for both bodily harms. The period for which the periods of **treatment** of both **accidents** overlap shall be included once only.
- VII. In the case of concurrence of **treatment of accident** consequences and an illness that is not a result of the **accident**, the Insurer shall provide daily compensation at most for the number of days specified for individual bodily harms in **Evaluation Table A**. If the Insured suffers several bodily harms by one accident, the number of days for which the Insurer shall pay daily compensation is determined on the basis of the bodily harm for which **Evaluation Table A** specifies the highest number of days.
- VIII. Unless a bodily harm is included in **Evaluation Table A**, the Insurer is entitled to determine the amount of the insurance benefits by himself or in cooperation with the doctor he designates. To determine the amount of the insurance benefits, the Insurer shall analogously use the values specified in the Evaluation Tables for bodily injuries that are closest to the given bodily injury in their nature.
- IX. The total amount of the insurance benefits in the form of daily compensation is determined by multiplication of the number of days of the **necessary treatment** of the bodily harm resulting from **accident** determined in accordance with the principles specified in this Article by the amount of daily compensation stipulated in the Insurance Policy as at the date of the **accident**.

2. **Evaluation Tables A and B** are available at the Insurer's sales points.

ARTICLE 53 Exclusions from insurance

1. The accident insurance shall not cover any **loss-incurring events** in the cases where:
 - a) the **accident** occurs in a road accident that is not investigated by the police,
 - b) the **accident** occurs while transporting the Insured in a place that is not intended for transport of persons in accordance with the vehicle registration certificate,
 - c) the **accident** occurs when getting into or out of the insured vehicle,
 - d) the driver of the vehicle suffers the insured event under the influence of alcohol or any other narcotic, toxic, psychotropic, or any other substances capable of having negative effects on the human psyche or the controlling or cognitive abilities or the social behaviour,
 - e) the Insured causes the insured event while **driving** a vehicle for which he/she does not have the appropriate **driving** licence.
2. The Insurer is entitled to decrease the **insurance benefits** proportionately by up to a half if the insured event – **accident** occurs to the Insured as a result of a road accident within which the number of persons transported in the insured vehicle exceeds the number of seats determined for transport of persons in accordance with the registration certificate of the insured vehicle.

ARTICLE 54 Sum Insured

1. The Basic Sum Insured stipulated in case of **permanent consequences of accident** is CZK200,000.

2. The Basic Sum Insured stipulated in case of accidental death is CZK200,000.
3. The Basic Sum Insured stipulated in case of daily compensation is CZK200.
4. The Insurance Policy may stipulate up to the triple the Basic Sums Insured under Sections 1 – 3 of this Article.

ARTICLE 55 Territorial scope of insurance

The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

PART G. | DRIVER ACCIDENT INSURANCE WITH LIFE ANNUITY

ARTICLE 56 Initial provisions

1. Only if expressly stipulated in the Insurance Policy, it also stipulates **driver accident insurance with life annuity** against the below perils in accordance with this Part of VPP KPV.
2. Accident insurance taken out under this Part of VPP KPV is amount insurance.

ARTICLE 57 Insured perils and scope of cover

1. The driver accident insurance with life annuity is being taken out in case of accidental death or **permanent consequences of accident** provided that it is the driver of the vehicle specified in the Insurance Policy (hereinafter referred to as the vehicle) occurring within the insured period while the motor vehicle is being **driven** by the authorized vehicle driver (the Insured)
 - within a road accident defined in Act No. 361/2000 Sb., on the road traffic and on amendments to some acts (the road traffic act), as amended, (hereinafter referred to as the road traffic act), and
 - if this **injury** is a direct consequence of a **collision, fall, impact, fire, or explosion** of the motor vehicle (hereinafter referred to as the road accident) and, at the same time, on condition that this road accident has been, in the cases stipulated by the law, demonstrably announced to the Police of the Czech Republic (hereinafter referred to as the police) or to the foreign police if the accident occurs abroad.
2. The insurance can be taken out in three options: Basic, Standard, and VIP. The agreed insurance option is specified in the Insurance Policy.

ARTICLE 58 Indemnity

1. The Insurer is obliged to provide **insurance benefits** under this insurance in the case of occurrence of an accidental event covered by the insurance. The scope of the indemnity is determined on the basis of this Part of VPP KPV.
2. Under this insurance, the Insurer provides either one-off or repeated insurance benefits (e.g. annuity). The annuity is paid for the agreed periods, which are counted from the first day of the month following the month in which the right to the annuity arises.
3. The Insurer shall **indemnify** the Insured under the accidental death insurance or **permanent injury consequences** insurance only once and for the event (accidental death or **permanent injury consequences**) where the conditions of the right to **insurance benefits** are met earlier, unless agreed otherwise in the Insurance Policy.
4. **Insurance benefits from an insured event – accidental death**
If an **accident** occurring within the insured period results in the Insured's death occurring within 3 years of the day of the **accident**, the Insurer shall pay the person entitled to the **insurance benefits** on the basis of the Insured's death the Sum Insured of CZK50,000.
5. **Insurance benefits from an insured event – permanent injury consequence**
 - a) If an **accident** occurring within the insured period causes the Insured permanent consequences whose scope has reached, after they have stabilised, but at the latest within 3 years of the day of the **accident**, at least the level of 50% in accordance with **Evaluation Table B** and other provisions of VPP KPV, the Insured is entitled to repeated **insurance benefits** (hereinafter also referred to as the annuity) in the amount specified in Table 1 and determined for the Insured on the basis of the taken out insurance option and his/her age as at the date of the **accident**:

Table 1

Insured driver's age	Insurance option		
	Basic	Standard	VIP
	Monthly annuity		
18 – 25 years old	CZK7,000	CZK14,000	CZK21,000
26 – 39 years old	CZK11,000	CZK22,000	CZK33,000
40 – 49 years old	CZK12,500	CZK25,000	CZK37,500
50 – 59 years old	CZK15,000	CZK30,000	CZK45,000
60 and more years old	CZK17,500	CZK35,000	CZK52,500

- b) The Insured is first entitled to the annuity for the calendar month following the month in which the **accident** occurs. If the Insurer evaluates the permanent consequences after this date and if the right to the **insurance benefits** arises, the Insurer shall provide the corresponding part of the insurance benefits additionally in the form of a one-off payment.
- c) The Insured's right to the annuity lasts on condition that the percentage assessment of the scope of the **permanent consequences of the accident** in accordance with **Evaluation Table B** and the other provisions of this Part of VPP KPV does not decrease below 50%.
- d) The Insurer is entitled for the annuity for the last time for the calendar month in which he/she dies or in which the Insurer find out, in compliance with Section 20 of this Article of VPP KPV, that the percentage evaluation of the scope of the permanent consequences of the **accident** in accordance with **Evaluation Table B** and the other provisions of this Part of VPP KPV has decreased below 50%.
- e) Differently from **Evaluation Table B**, permanent consequences do not, for the purposes of this insurance, refer to:
- light objective symptoms or subjective problems identified through medical observation without an objective finding after a major head injury (item No. 004 of **Evaluation Table B**) or
 - subjective problems after major injuries in other parts of body, excluding head and sense organs without an objective finding identified through medical observation (item No. 006 of **Evaluation Table B**).
- f) **Permanent consequences of accident** are determined in accordance with **Evaluation Table B**. If **Evaluation Table B** specifies a percentage range, the Insurer shall determine the percentage evaluation in the way it corresponds, within the given range, to the character and scope of the bodily harm after stabilisation of the permanent consequences caused to the Insured by the **accident**.
- g) Unless a bodily harm is specified in **Evaluation Table B**, the Insurer is entitled to determine the percentage evaluation of this bodily harm by himself or in cooperation with a doctor he designates. To determine the percentage evaluation, the Insurer shall analogously use the values specified in **Evaluation Table B** for bodily harms that are closest to the given bodily harm in their nature.
- h) If a single **accident** causes several permanent consequences of different kinds to the Insured, the total **permanent consequences of the accident** are specified as the sum of percentages of individual consequences. However, if the permanent consequences relate to the identical limb, organ, or their parts, they are assessed as a whole up to the percentage established in **Evaluation Table B** for the anatomical or functional loss of the given limb, organ, or their parts. If the Insurer has provided compensation for **permanent consequences of accident** to the extent specified in **Evaluation Table B** for the anatomic loss of the limb, organ, or their parts in question, another **accident** and permanent consequences arisen to this limb, organ, or part shall not be indemnified by the Insurer any more.
- i) Unless the **permanent consequences of accident** stabilise within 3 years of the day of the **accident**, the Insurer shall assess the scope of the permanent consequences at the end of this period.
- j) The value of compensation for the **permanent consequences of accident** shall be determined by the Insurer on the basis of a report on the findings of a medical examination of the Insured by a doctor designated by the Insurer. In doing so, the Insurer relies on the opinion of a doctor providing him with professional advisory activities.
- k) A medical examination to identify the scope of **permanent consequences of accident** by a doctor designated by the Insurer shall be arranged by the Insurer at his own expense in the case a medical certificate issued by the doctor treating the Insured, if necessary also complemented with an abstract from the Insured's medical documentation required by the Insurer or which the Insured receives from other doctors or medical facilities, implies that the scope of the **permanent consequences of the accident** might reach, within the period of three years of the date of the **accident**, at least 50% in accordance with **Evaluation Table B**. Any subsidiary costs relating to the medical examination (e.g. transport costs) are born by the Insured.
- l) If the Insured requires an additional check-up examination, he/she is obliged to cover any costs of such examination. If the Insurer provides **indemnity** on the basis of the additional check-up examination, he shall pay the Insured the costs of this examination. The Insurer maintains his right to determine the doctor, or the

medical facility executing the examination. Otherwise, the Insurer is not obliged to accept the outcomes of the check-up examination.

- m) The Insurer is entitled to review the Insured's health condition whenever during the period the annuity is paid in accordance with this Article (hereinafter referred to as the checking re-examination) and require a certificate of the Insured's current health condition issued by a general practitioner or a specialised doctor.
- n) If the **permanent consequences of accident** relate to a part of the body or an organ the function of which had already been decreased before the **accident**, the percentage is established in accordance with **Evaluation Table B** in the way that the total percentage is decreased by the number of per cent corresponding to the previous harm, also specified in accordance with **Evaluation Table B**.
- o) If the Insurer is not able to determine the scope of **permanent consequences of accident** in accordance with the provisions of this Article, the Insurer shall determine the amount of insurance benefits on the basis of the Insured's medical documentation.

6. **Evaluation Tables A and B** are available at the Insurer's sales points.

ARTICLE 59 Indemnity limitations

1. The Insurer is entitled to reduce **insurance benefits** under accidental death insurance or insurance against **permanent consequences of accident** proportionately in the cases where the Insured causes the road accident where it is found that:
 - a) the Insured was holding, while **driving** the vehicle, a telephone or another voice or recording device in his/her hand or otherwise,
 - b) the Insured was exceeding, while **driving** the vehicle, the speed limit stipulated by the road traffic act or by a traffic sign by 20 kph and more in an urban area, or by 30 kph and more in an extra-urban area,
 - c) the Insured was overtaking a vehicle in the cases where it is forbidden by the road traffic act,
 - d) the Insured was, while **driving** the vehicle on the motorway, making a U-turn, driving in the opposite direction, or reversing in a place where it is not allowed by the road traffic act,
 - e) the Insured has entered a railway crossing at the time when it is forbidden by the road traffic act.
2. If the Insured recalls, within the insured period of during investigation necessary for determination of the scope of the Insurer's obligation to provide insurance benefits, his/her consent to identification or re-examination of health and/or processing of the personal data, and if this fact affects the investigation necessary for identification of the existence and scope of the Insurer's obligation to indemnify, the Insurer is entitled to decrease the **insurance benefits** proportionately to the fact how this recall affects the scope of the Insurer's obligation to indemnify, or to refuse to provide any insurance benefits if this act makes the Insurer's investigation impossible.
3. If the Policyholder, the Insured, or another party having the right to the **insurance benefits**, the obligations specified in VPP KPV or any other obligations specified in the Insurance Policy or in the generally binding legal regulations, and if such a breach of these obligations has a substantial influence on occurrence of a claim, its course, or extension of the scope of its consequences, or on identification or determination of the amount of the insurance benefits, the Insurer is entitled to decrease the **insurance benefits** proportionately to the fact how much this breach has affected the scope of his obligation to indemnify.
4. The Insurer entitled to decrease the **insurance benefits** by half if the insured event results from the Insured's suicide or an attempt at it and if the insurance under which the right to insurance benefits is being exercised has been effective continuously for at least two years immediately preceding the suicide or an attempt at it.
5. The Insurer is also entitled to decrease the **insurance benefits** from the insurance in any other cases specified in the Insurance Policy or in the Civil Code.

ARTICLE 60 Exclusions from insurance

1. The Insurer shall not provide any **insurance benefits**:
 - a) if the right to the **insurance benefits** is to arise to a party causing the Insured an insured event in relation to an act that is, under the Penal Code, considered as a wilful criminal offence, and within the criminal proceedings about this act:
 - the preliminary procedure has finished by bringing an action against or submitting a motion for punishment of this party; at the same time it is agreed that this exclusion from insurance shall not be applied if the Insured or this another party are subsequently discharged on the basis of a legitimate decision made within the criminal proceedings; in such a case, the Insurer shall, when notified of such a fact, resume investigation into the insured event without undue delay; or
 - it has been legitimately decided that the criminal prosecution against this party as the person charged has been conditionally stopped, or
 - it has been legitimately decided about the approval of settlement and discontinuation of the criminal prosecution against this party as the person charged, or it has been legitimately decided about conditional postponement of the motion for punishment of the Insured or this party as the suspect,
 - b) if the right to the **insurance benefits** is to arise to the party that caused the Insured an insured event in relation to an act that is, under the Penal Code, considered as a wilful criminal offence in the situation where the penal action against this party has not been started or has been suspended for the reason of death of this party, and if it has been proved that this party has committed such an act,

- c) if the Insured has caused an insured event or it has been caused to the Insured by another party on the initiative of the Insured in connection with an act that is, under the Penal Code, considered as a wilful criminal offence, and within the criminal proceedings about this act:
 - the preliminary procedure has finished by bringing an action against or submitting a motion for punishment of this party; at the same time it is agreed that this exclusion from insurance shall not be applied if the Insured or this another party are subsequently discharged on the basis of a legitimate decision made within the criminal proceedings; in such a case, the Insurer shall, when notified of such a fact, resume investigation into the insured event without undue delay; or
 - it has been legitimately decided that the criminal prosecution against this party as the person charged has been conditionally stopped, or
 - it has been legitimately decided about the approval of settlement and discontinuation of the criminal prosecution against this party as the person charged, or it has been legitimately decided about conditional postponement of the motion for punishment of the Insured or this party as the suspect,
- d) if the Insured has caused an insured event or it has been caused to the Insured by another party on the initiative of the Insured in connection with an act that is, under the Penal Code, considered as a wilful criminal offence in the situation where the penal action against the Insured or this party has not been started or has been suspended for the reason of death, and if it has been proved that the Insured or this another party have committed such an act,
- e) if an insured event has arisen to the Insured in direct or indirect relation to a war conflict, combat or war actions, rebellions, uprisings, riots, and terrorist acts,
- f) if an insured event occurs in connection with the Insured's suicide or an attempt at it and uninterrupted insurance under which the right to the **insurance benefits** is being exercised has not been effective at least for the period of two years immediately preceding such a suicide or an attempt at it,
- g) if an insured event results from an intentional self-inflicted injury or an intentional act of the Insured,
- h) if an insured event occurs or if the consequences of an insured event get worse due to the fact that the Insured intentionally fails to search for health care or that the Insured intentionally fails to respect the doctor's advice and recommendations, including drug abuse by the Insured or use of drugs by the Insured in contradiction with the doctor's recommendation,
- i) if the **Beneficiary** states, when exercising the right to the insurance benefits, knowingly untruthful or grossly distorted essential data relating to the scope of the insured event, or withholds any essential data relating to this event,
- j) if the Insured's **accident** occurs while **driving a motor vehicle** which does not, as for its design or technical condition, comply with the road traffic safety requirements, whose technical eligibility to operation has not been approved, or which has been used in contradiction to an official regulation, without the knowledge or against the will of its possessor or holder, or for driving of which the Insured does not have the appropriate **driving licence**, or within the period of disqualification from driving the vehicle,
- k) if the Insured suffers an **accident** while participating in competitions and races of motor vehicles, or during **preparation rides** before such competitions or races (training), or while performing any other activities of a similar character,
- l) if the Insured suffers an **accident** within a road accident that is not announced to the police or foreign police in the cases where it is stipulated by a generally binding regulation,
- m) unless the Insured is wearing the seat belt at the time it is stipulated by the generally binding legal regulations,
- n) if the Insured's **accident** has been caused by **explosion** of the transported explosives or any **other dangerous substances**, nuclear energy, radiation of any kind, or radioactive contamination,
- o) the Insured suffers an **accident** under the influence of alcohol, narcotic, toxic, psychotropic, or any other substances capable of having negative effects on the human psyche or the controlling or cognitive abilities or the social behaviour, including medicines marked with a prohibition of driving a motor vehicle, the same applies if the Insured refuses to undergo an alcohol or any other above substance test at call.

ARTICLE 61 Obligations of Insurance Parties

1. The **Insured** is obliged to:
 - a) seek medical treatment after occurrence of an **accident** without unreasonable delay,
 - b) observe any doctor's instructions relating to **treatment** of the **accident**, the treatment regime, and to avoid any activity that could have adverse effects on his/her health or development of the **treatment**,
 - c) present the Insurer with any documents, medical certificates and opinions required by the Insurer upon occurrence of an insured event and at any time during the insured period without unreasonable delay,
 - d) make it possible for the Insurer to acquire and process any medical documentation about the Insured or, at the Insurer's request, to obtain this medical documentation for the Insurer and to release all the doctors treating or examining the Insured from secrecy not only for the reason of an insured event, and to authorize them to provide the Insurer with any necessary information,
 - e) undergo a medical examination by a doctor designated by the Insurer for the reason of investigating or reviewing **permanent consequences of accident**, and grant the Insurer with consent to investigating and reviewing the health condition and processing the personal data,
 - f) within the period when the annuity is paid, notify the Insurer without delay that the percentage evaluation of the scope of the permanent consequences has decreased below 50%, or that the Insured's health has improved

significantly, and document, at the Insurer's call, his/her current health condition with a certificate issued by a general practitioner or a specialized doctor.

ARTICLE 62 Territorial scope of insurance

1. The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

PART H. | VEHICLE WINDOW GLASS INSURANCE

ARTICLE 63 Insured perils and scope of cover

1. Only if expressly stipulated in the Insurance Policy, it also stipulates **insurance of window glass** of the subject matter of the insurance against the below insurance perils in accordance with this part of VPP KPV.
2. The insurance is being taken out in case of sudden damage to or destruction of the **vehicle window glass** by any accidental event that is not excluded below in VPP KPV or in the Insurance Policy.

ARTICLE 64 Subject matter of insurance

1. The vehicle **window glass** insurance covers all the **window glass in the vehicle** specified in the Insurance Policy (hereinafter referred to as the vehicle).

ARTICLE 65 Insured event

1. An insured event refers to a sudden damage to or destruction of the **vehicle window glass** by any accidental event that is not excluded in VPP KPV or the Insurance Policy occurring in the place that is identical to the agreed territorial scope and within the Policy Period.

ARTICLE 66 Exclusions from insurance

1. In addition to the insurance exclusions specified under Part C Article 28 of VPP KPV, the insurance does not also cover any **loss-incurring events** occurring to the Insured in causal connection with damage to or destruction of the insured **window glass** (e.g. damage to the motorway tax sticker, paint, glass adjustments, upholstery, etc.).

ARTICLE 67 Indemnity limit, deductible

1. The insurance is being taken out with the indemnity limit specified in the Insurance Policy.
2. The sum of insurance benefits decreased by the amounts of the agreed deductibles shall not exceed the indemnity limit for an **insurance year** (if the insurance has been taken out for a shorter period, for the insured period).
3. The insurance is being taken out with participation (deductible) in the indemnity specified in the Insurance Policy. If the glass is repaired (not exchanged), the deductible specified in the Insurance Policy shall not be applied by the Insurer.
4. The Insured participates in the insurance compensation for an insured event occurring within three months of the inception of the insurance with a 50% deductible.
Any insurance compensation for an insured event occurring after this period is shared by the Insured with the deductible specified in the Insurance Policy.
The Insurer shall not apply the 50% deductible if the complementary vehicle glass insurance has been taken out:
 - as immediately following the previous glass insurance of the same vehicle with the same or higher indemnity limit with the Insurer, or
 - with the date of inception of the insurance preceding or at the latest the same as the date when the vehicle is first put into **operation**.

ARTICLE 68 Indemnity

1. In the case of damage to the insured **vehicle window glass**, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the demonstrably incurred **reasonable cost** of repair of the damaged glass, but not exceeding the indemnity limit stipulated in the Insurance Policy.
2. In the case of destruction of the insured **vehicle window glass**, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the demonstrably incurred reasonable cost of reinstatement of the **window glass**, but not exceeding the indemnity limit stipulated in the Insurance Policy.
3. The Insurer and the Policyholder have agreed that in the case of a **loss-incurring event** consisting in a sudden damage to or destruction of the **vehicle window glass** by any accidental event occurring outside the area of the

Czech Republic, the Insurer is not obliged to announce this fact to the police or another appropriate state authority. This does not apply to the cases where the glass is damaged or destroyed by **action of a third party**.

ARTICLE 69 Insured period

1. Differently from the provisions of § 2810 of the Civil Code, the Insurer and the Policyholder have agreed that the insurance shall not become extinct by destruction of the **vehicle window glass**, and the insurance shall cover the **vehicle window glass** the cost of reinstatement of which incurred by the Insured has been indemnified in the form of provision of insurance benefits for the insured event under this insurance.

ARTICLE 70 Territorial scope of insurance

The Parties hereto have agreed that the insurance covers insured events occurring in the geographical area of Europe and the entire area of Turkey.

PART I. | VEHICLE INSURANCE AGAINST NATURAL HAZARDS

ARTICLE 71 Insured perils and scope of cover

1. Only if expressly stipulated in the Insurance Policy, it also stipulates insurance of the subject matter of the **insurance against** the below **natural perils** in accordance with this part of VPP KPV.
2. The insurance is being taken out in case of damage to or **destruction of the vehicle** caused by:
 - a) **fire, explosion, stroke of lightning, hailstorm, windstorm, fall of any objects, landslide, collapse of rocks or soils, avalanche,**
 - b) **flood, inundation.**

ARTICLE 72 Subject matter of insurance

1. The insurance covers the motor vehicle specified in the Insurance Policy, including its **common equipment** (hereinafter referred to as the vehicle).
2. If any of the information about the vehicle is not known at the time of taking out the Insurance Policy, but this information does not make its identification impossible (e.g. the vehicle is only equipped with a transport number plate, but not with an assigned registration number - SPZ), the Policyholder is obliged to notify the Insurer, in writing and within 15 days of the date of the Insurance Policy, of the assigned registration number (SPZ).
3. The subject matter of the insurance does not refer to the appurtenances of the vehicle in accordance with the provisions of § 510 of the Civil Code (e.g. a trailer, a caravan).

ARTICLE 73 Insured event

1. An insured event refers to damage to or **destruction of the vehicle** by an **insured peril** under Article 71 of this part of VPP KPV occurring in the location identical to the territorial scope of the insurance stipulated in VPP KPV and within the insured period.

ARTICLE 74 Indemnity limit, deductible

1. The insurance is being taken out with the indemnity limit, which is also the upper limit of insurance benefits. It is specified in the Insurance Policy.
2. The sum of insurance benefits decreased by the agreed deductibles shall not exceed the indemnity limit for an **insurance year** (if the insurance has been taken out for a shorter period, for the insured period).
3. The insurance is being taken out with a deductible specified in the Insurance Policy.

ARTICLE 75 Indemnity

1. If the insured vehicle has been damaged, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the **reasonable cost** of repair of the vehicle in compliance with Article 31 of Part C of VPP KPV, but only up to the sum stipulated in the Insurance Policy as the indemnity limit.
2. If the insured vehicle has been destroyed, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the cost of reinstatement of the destroyed vehicle, but only up to the **common value** of the vehicle decreased by the residual value, and not exceeding the sum stipulated in the Insurance Policy as the indemnity limit.

ARTICLE 76 Territorial scope of insurance

The Parties hereto have agreed that the insurance shall cover insured events occurring in the territorial area of Europe and in the area of the whole Turkey.

PART J. | COLLISION WITH AN ANIMAL

ARTICLE 77 Insured perils and scope of cover

1. Only if expressly stipulated in the Insurance Policy, it also stipulates insurance against **collision of the vehicle with an animal** against the below natural perils in accordance with this part of VPP KPV.
2. The insurance is being taken out in case of damage to or **destruction** of the subject matter of the insurance resulting from:
 - a) collision with game/an animal,
 - b) any damage caused by game/an animal.

ARTICLE 78 Subject matter of insurance

1. The insurance covers the motor vehicle specified in the Insurance Policy, including its **common equipment** (hereinafter referred to as the vehicle).
2. If any of the information about the vehicle is not known at the time of taking out the Insurance Policy, but this information does not make its identification impossible (e.g. the vehicle is only equipped with a transport number plate, but not with an assigned registration number - SPZ), the Policyholder is obliged to notify the Insurer, in writing and within 15 days of the date of the Insurance Policy, of the assigned registration number (SPZ).
3. The subject matter of the insurance does not refer to the appurtenances of the vehicle in accordance with the provisions of § 510 of the Civil Code (e.g. a trailer, a caravan).

ARTICLE 79 Insured event

1. An insured event refers to accidental damage to or **destruction of the vehicle** by an **insured peril** under Article 77 of this part of VPP KPV occurring in the location identical to the territorial scope of the insurance stipulated in VPP KPV and within the insured period.

ARTICLE 80 Indemnity limit, deductible

1. The insurance is being taken out with the indemnity limit, which is also the upper limit of insurance benefits. It is specified in the Insurance Policy.
2. The sum of insurance benefits decreased by the agreed deductibles shall not exceed the indemnity limit for an **insurance year** (if the insurance has been taken out for a shorter period, for the insured period).
3. The insurance is being taken out with a deductible specified in the Insurance Policy.

ARTICLE 81 Indemnity

1. If the insured vehicle has been damaged, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the **reasonable cost** of repair of the vehicle in compliance with Article 31 of Part C of VPP KPV, but only up to the sum stipulated in the Insurance Policy as the indemnity limit.
2. If the insured vehicle has been destroyed, the **Beneficiary** is entitled to the sum, paid by the Insurer, corresponding to the cost of reinstatement of the destroyed vehicle, but only up to the **common value** of the vehicle decreased by the residual value, and not exceeding the sum stipulated in the Insurance Policy as the indemnity limit.

ARTICLE 82 Territorial scope of insurance

The Parties hereto have agreed that the insurance shall cover insured events occurring in the area of Europe and in the area of the whole Turkey.

PART K. | ASSISTANCE SERVICES AS A PART OF INSURANCE UNDER PARTS B. AND C.

ARTICLE 83 Scope of assistance services

1. The assistance services for vehicles of categories 3, 4, 5, 8, 9, 10, and 19 (the vehicle categories are specified in the Insurance Policy) with the total weight **up to 3,500kg** are being taken out together with the liability insurance (Part B. of VPP KPV) or the casco insurance (Part C. of VPP KPV) for the area of the Czech Republic (hereinafter also referred to as CZE) or **abroad** (hereinafter also referred to as ABR) within the following scopes:
 - 1.1 Repair in the place, towage, storage in the case of a road accident, mechanical breakdown, **action of a third party**, or a natural event
In the case of occurrence of a road accident, mechanical breakdown, **action of a third party**, or a natural event resulting in immobility of the vehicle, the Insurer shall:
 - a) arrange and pay for repair of the vehicle in the place (excluding spare parts) up to the limit of CZK2000 (CZE) / EUR80 (ABR), or
 - b) arrange and pay for towage of the vehicle to the garage that is closest to the place of the accident up to the limit of CZK2000 (CZE) / EUR80 (ABR), or
 - c) arrange for storage of the immobile vehicle closest to the place where the vehicle became immobile (CZE) / pay for storage of the vehicle for the period of up to 3 days (ABR), or
 - d) arrange for towage of the immobile vehicle to the place of the Insured's residence.
 - 1.2 Continuation of the journey or return to the place of residence in the case of an accident, mechanical breakdown, **action of a third party**, a natural event, or theft of the vehicle
In the case of occurrence of a road accident, mechanical breakdown, **action of a third party**, or a natural event resulting in the fact that it is necessary to perform a repair of the vehicle taking more than eight hours, or if the vehicle is stolen, the Insurer shall:
 - a) arrange and pay for accommodation of the crew of the vehicle for the period up to 2 nights totalling 2 x CZK1500 (CZE) / 2 x EUR65 (ABR) upon coming to the conclusion that it is suitable to interrupt the journey and wait until the vehicle is repaired, or
 - b) arrange and pay for return of the crew of the vehicle to the place of their residence in the area of the Czech Republic or for continuation of the journey to the destination. For return to the place of residence or for continuation of the journey, the Insurer shall choose such a means of transport (a 2nd class train or a passenger car hire for the period of up to 24 hours (CZE) / 48 hours (ABR) or a taxi totalling CZK3000) which will be in compliance with the destination of the Insured's journey.
 - 1.3 Loss of vehicle keys
If the Insured loses the car keys during the journey without the possibility of entering the vehicle in any other alternative way, the Insurer shall arrange and pay for opening of the door, or for an exchange of the lock up to the limit of CZK1000 (CZE) / EUR30 (ABR). The Insurer shall not compensate for the price of material or spare parts.
 - 1.4 Flat tyre
In the case of a deflated vehicle tyre, the Insurer shall arrange for an exchange of the tyre in the place.
 - 1.5 Fuel confusion in the vehicle tank, fuel depletion
If the tank of the vehicle is, by accident, by mistake, or by misunderstanding and during refuelling at the premises of a petrol station usually intended for this purpose, filled up with a wrong type of fuel, the Insurer shall arrange for towage of the vehicle to the nearest garage to empty the tank and pump over the wrongly filled fuel. If all the fuel in the vehicle tank has been, by accident, by mistake, or by misunderstanding, depleted, the Insurer shall arrange for delivery of fuel to the place where the vehicle is parked.
 - 1.6 Sending a substitute driver
If the Insured is hospitalized as a result of a road accident **abroad**, the Insurer shall arrange for sending a substitute driver to take the Insured's vehicle to the place of the Insured's residence.
 - 1.7 Transport of the vehicle to the Czech Republic
If the vehicle is immovable as a result of a road accident or a mechanical breakdown **abroad** for more than 7 days, the Insurer shall arrange for the Insured's journey to pick up the repaired vehicle or arrange for towage of the vehicle to the home country.
 - 1.8 Removing the vehicle from the register and scrapping
If a road accident or a mechanical breakdown occurring **abroad** result in the estimated cost of repair exceeding the market value of the vehicle in the Czech Republic, the Insurer shall arrange for anything that is necessary for the Insured to surrender his/her ownership rights to the vehicle in a legal way, and the Insurer shall arrange for disposal (scrapping) of the vehicle.
 - 1.9 Delivery of spare parts for a repair
If a road accident or a mechanical breakdown of the vehicle occurring **abroad** result in the need for purchase of spare parts that are not available in the given place, the Insurer shall, for the purpose of ensuring operability of the vehicle, arrange and pay for their delivery to the appropriate garage or to the international airport that is closest to the place of the assistance event.
 - 1.10 Assistance in financial stringency, passing a message on to a close person

- If the Insured falls into financial stringency as a result of a road accident or a mechanical breakdown occurring **abroad**, the Insurer shall provide him/her with a loan up to EUR500 for the purpose of repair of the vehicle and putting it into working condition. The Insurer shall do so on condition that the Insured provides the Insurer, in advance, with a properly secured guarantee and/or puts down, in advance, a sufficient deposit on the required loan. In the case of occurrence of a road accident or a mechanical breakdown **abroad** resulting in the fact that the crew of the vehicle is not able to inform a close person of their current status, the Insurer shall pass a message on to this person upon the Insured's request. A close person refers to a family member.
2. The assistance services for vehicles of categories 5, 8, 9, 10, 17, and 19 (the vehicle categories are specified in the Insurance Policy) with the total weight **above 3,500kg** are being taken out together with the liability insurance (Part B. of VPP KPV) or the casco insurance (Part C. of VPP KPV) for the area of the Czech Republic (hereinafter also referred to as CZE) or **abroad** (hereinafter also referred to as ABR) within the following scopes:
 - 2.1 Repair in the place, towage, extrication in the case of a mechanical breakdown, a road accident, a natural event, action of a third party, or a **driver's mistake**.
In the case of occurrence of a mechanical breakdown, a road accident, a natural event, **action of a third party**, or a **driver's mistake** resulting in immobility of the vehicle, the Insurer shall:
 - a) arrange and pay for repair of the vehicle in the place (excluding spare parts) up to the limit of CZK7,000 (CZE) / CZK14,000 (ABR), or
 - b) arrange and pay for extrication and towage of the vehicle to the nearest garage up to the limit of CZK7,000 (CZE) / CZK14,000 (ABR).
 - 2.2 Accommodation in the case of a mechanical breakdown, a road accident, a natural event, **action of a third party**, or a **driver's mistake**
In the case of occurrence of a mechanical breakdown, a road accident, a natural event, **action of a third party**, or a **driver's mistake** resulting in the necessity of performing a vehicle repair taking more than eight hours, the Insurer shall arrange and pay for accommodation of the crew of the vehicle for up to 2 nights totalling up to 2 x CZK1,500 (CZE) / 2 x EUR90 (ABR).
 - 2.3 Parking fees in the case of a mechanical breakdown, a road accident, a natural event, **action of a third party**, or a **driver's mistake**
If the garage services are not available at the given moment, the Insurer shall arrange and pay for temporary parking of the vehicle in a safe place, its storage (including the cost of parking up to 2 days) and for the subsequent towage to the nearest garage (including loading and unloading) on the nearest working day.
 - 2.4 Emergency transport of the crew in the case of a mechanical breakdown, a road accident, a natural event, **action of a third party**, a **driver's mistake**, or an attempt at **theft**
If the vehicle is immobile and it is not possible to repair it the same day, the Insurer shall arrange and pay for transport of the vehicle crew to the destination of the journey or for their return to the place of their residence by train (first class) or by bus.
 - 2.5 Passing a message in the case of a mechanical breakdown, a road accident, a natural event, **action of a third party**, a **driver's mistake**, or an attempt at **theft**
If necessary, the Insurer shall arrange for passing important messages on to the family members of the crew of the vehicle.
 3. The administrative and legal assistance in the area of the Czech Republic or **abroad** is being taken out together with the liability insurance (Part B. of VPP KPV) or with the casco insurance (Part C. of VPP KPV) within the following scopes:
 - 3.1 Telephone assistance in the case of emergency
In the case of occurrence of an assistance event, the Insurer shall provide the Insured with advice and information to solve the emergency, shall find a provider of the appropriate service to solve the emergency.
 - 3.2 Interpretation and translation
If needed, the Insurer shall arrange, through a telephone conference, interpretation and translation assistance **abroad** for each Insured in the following situations:
 - over-the-phone interpretation in the case of a roadside check,
 - over-the-phone interpretation when dealing with the police in the case of occurrence of an assistance event,
 - over-the-phone interpretation in the case of customs proceedings at a border crossing,
 - over-the-phone interpretation when dealing with the local administration,
 - over-the-phone interpretation in the case of hospitalization and a visit to a medical facility,
 - over-the-phone translation and advice when filling in forms in foreign languages,
 - cursory translations of simple forms by telefax.
 If needed, the Insurer shall arrange for an interpreter for the purpose of police investigations and of legal proceedings.
 - 3.3 Relations with representations abroad
In the case of occurrence of a serious road accident **abroad** involving the Insured, or if the Insured appears **abroad** in the situation that he/she is arrested or imprisoned by the police of the given country, the Insurer shall:
 - a) notify the representation office in the country of the assistance event of the Insured's serious road accident resulting in an extensive material damage to the vehicle or a damage to health,
 - b) arrange for a visit or assistance of a worker of the representation office if the Insured is arrested or imprisoned.

The Insurer shall not compensate for the cost of transport of the worker of the representation office to the place of the Insured's detention or imprisonment.

3.4 Relations with police authorities

In the case of occurrence of a road accident **abroad** involving the Insured, the Insurer shall:

- a) arrange for assistance to the Insured with filling in a road accident report,
- b) mediate contact with a legal representative (excluding payment for their services),
- c) arrange for a copy of the road accident report if it has been made by the police but not handed over,
- d) arrange for return of documents that have been withheld as a result of a road accident if the nature of the road accident and any other consequences relating to the road accident allow it,
- e) arrange for ensuring witnesses and testimony.

3.5 Imprisonment after an accident

If the Insured is arrested, put in custody, or imprisoned, or is in danger of these as a result of a road accident **abroad**, the Insurer shall:

- a) arrange for sending and delivery of personal use items to the Insured,
- b) arrange for legal representation of the Insured,
- c) arrange for bailing the Insured out with a financial amount in the local currency in the name of the Insured as a bail required for release of the Insured in the case he/she has been committed to custody as a result of a road accident,
- d) arrange for storage of the immobile vehicle,
- e) arrange for the Insured the possibility of keeping in touch with his/her family and passing messages on to the Insured's family,
- f) arrange for payment of damage caused by the Insured to a third party by negligence.

3.6 Legal proceedings after a road accident

If legal proceedings are taken against the Insured in consequence of a road accident **abroad**, the Insurer shall:

- a) arrange for payment of the costs of legal representation of the Insured,
- b) arrange for payment of the cost of an interpreter for the purpose of interpretation into the Insured's native tongue in legal proceedings,
- c) arrange for transport of the Insured to the appropriate court of justice if he/she is summoned for the purpose of his/her participation in legal proceedings,
- d) arrange for accommodation of the Insured if he/she is summoned for the purpose of his/her participation in legal proceedings.

3.7 Legal assistance after a road accident

If the vehicle is withheld by the police authorities of the given country in consequence of a road accident occurring **abroad**, the Insurer shall arrange for taking all necessary steps for the purpose of release of the withheld vehicle.

4. General assistance service rules

4.1 Any decisions on the choice of an assistance service the Insured is to be provided with fall fully within the authority of the Insurer.

4.2 Any cost of the assistance services exceeding the specified limits or costs relating to the arranged services only shall be fully covered by the Insured in the place from his/her own sources, or the Insured shall provide the Insurer with a properly secured guarantee or pays the Insurer a sufficient deposit on the required assistance services in advance.

4.3 The basic aim of the assistance services stipulated under VPP KPV is to put the vehicle that is temporarily immobile as a result of a road accident or a mechanical breakdown into operation, and subsequently make it possible for the Insured to resume the commenced journey in the vehicle. For such cases, the Insurer shall preferentially arrange for repair of the vehicle in the place or its towage to the nearest garage. Providing arrangement of these assistance services is not possible, the Insurer shall arrange for storage of the vehicle, or its towage to the place of the Insured's residence.

4.4 The above assistance services indemnity limits do not apply to any costs relating to the repair of the immobile vehicle in the garage.

ARTICLE 84 Exclusions from provided assistance services

1. The assistance services shall not be provided if:

- a) the Insurer is not contacted or if the instructions given by the Insurer are not respected,
- b) the vehicle is being driven by a person that does not have the prescribed **driving** licence,
- c) the assistance case arises in consequence of improper maintenance, repair, or operation of the vehicle, or its overload,
- d) the assistance case arises in consequence of wars, revolts, uprisings or any other violent riots, terrorist actions, strikes, by intervention of the public authority and in causal connection with them,
- e) the damage occurs while the vehicle is being **driven** by a person under the influence of alcohol, narcotics, or psychoactive substances. The same applies if the driver of the crashed vehicle refuses to undergo the appropriate examination,
- f) the assistance case arises during races or competitions of any kind, including **preparation drives** for them,
- g) the Insured arranges any services without notifying the Insurer in advance. The Insurer reserves the right to judge the legitimacy and economy of the services that are the subject matter of the claim to provision of

assistance services. In such a case, the Insurer shall provide the Insured with compensation for the cost of services arranged by himself/herself up to the amount corresponding to the prices of the same or comparable services that are usual in the place at the time of the claim.

ARTICLE 85 Inception, extinction of assistance services

1. The assistance services come into existence or become extinct together with the liability insurance (Part B. of VPP KPV) or with the casco insurance (Part C. of VPP KPV).

ARTICLE 86 Indemnity limits

1. All the specified assistance services indemnity limits apply to one assistance event.

PART L. | PREMIUM ASSISTANCE SERVICES

ARTICLE 87 Scope of assistance services

1. Only if expressly stipulated in the Insurance Policy, it also stipulates the **Premium Assistance Services** under this Part of VPP KPV.
2. Technical assistance for vehicles of categories 3, 4, 10, and 19 with the total weight of **up to 3500kg** and category 5 (vehicle categories are specified in the Insurance Policy) in the area of the Czech Republic (hereinafter also referred to as CZE) and **abroad** (hereinafter also referred to as ABR) within the following scope:
 - 2.1 Pre-journey assistance
 - 2.2 Tourist and travel information – the Insurer informs the Insured of:
 - current currency exchange rates,
 - average prices of selected commodities in the country of destination,
 - passability of roads for the vehicle,
 - fuel prices in the country of destination,
 - fees relating to driving the vehicle (toll).
 - 2.3 Repair in the place, towage, storage in the case of a road accident, mechanical breakdown, **action of a third party**, a natural event, or a flat battery
In the case of occurrence of a road accident, mechanical breakdown, **action of a third party**, a natural event, or a flat battery resulting in immobility of the vehicle, the Insurer shall:
 - a) arrange and pay for repair of the vehicle in the place (excluding spare parts) up to the limit of CZK5,000 (CZE) / EUR300 (ABR), or
 - b) arrange and pay for towage of the vehicle to the garage that is closest to the place where the vehicle became immobile up to the limit of CZK5,000 (CZE) / EUR300 (ABR), or
 - c) arrange and pay for storage of the immobile vehicle closest to the place where the vehicle became immobile (CZE) / pay for storage of the vehicle for the period of up to 5 days, or
 - d) arrange for towage of the immobile vehicle to the place of the Insured's residence.
 - 2.4 Continuation of the journey / return to the place of residence in the case of a road accident, mechanical breakdown, **action of a third party**, a natural event, a flat battery, or theft of the vehicle
In the case of occurrence of a road accident, mechanical breakdown, **action of a third party**, a natural event, or a flat battery resulting in the fact that it is necessary to perform a repair of the vehicle taking more than eight hours, or if the vehicle is stolen, the Insurer shall:
 - a) arrange and pay for accommodation of the crew of the vehicle for the period up to 3 nights totalling 3 x CZK2200 (CZE) / 3 x EUR80 (ABR) upon coming to the conclusion that it is suitable to interrupt the journey and wait until the vehicle is repaired, or
 - b) arrange and pay for return of the crew of the vehicle to the place of their residence in the area of the Czech Republic or for continuation of the journey to the destination. For return to the place of residence or for continuation of the journey, the Insurer shall choose such a means of transport (a 2nd class train or a passenger car hire for the period of up to 48 hours or a taxi totalling CZK3000) which will be in compliance with the destination of the Insured's journey. In the case of hiring a passenger car, the Insurer shall pay for transport of the driver to the car hire company up to the limit of CZK500 and back from the car hire company up to CZK500.
 - 2.5 Loss of vehicle keys
If the Insured loses the car keys during the journey without the possibility of entering the vehicle in any other alternative way, the Insurer shall arrange and pay for opening of the door, or for an exchange of the lock up to the limit of CZK1000 (CZE) / EUR50 (ABR). The Insurer shall not compensate for the price of material or spare parts.
 - 2.6 Flat tyre
In the case of a deflated vehicle tyre, the Insurer shall arrange and pay for an exchange of the tyre in the place (CZE) or up to the limit of EUR50 (ABR). The Insurer shall not compensate for the price of material or spare parts.

- 2.7 Fuel confusion in the vehicle tank, fuel depletion
If the tank of the vehicle is, by accident, by mistake, or by misunderstanding and during refuelling at the premises of a petrol station usually intended for this purpose, filled up with a wrong type of fuel, the Insurer shall arrange for towage of the vehicle to the nearest garage to empty the tank and pump over the wrongly filled fuel up to the limit of CZK1000 (CZE) / EUR50 (ABR). If the vehicle runs out of the fuel in the vehicle tank during the journey, the Insurer shall arrange and pay for delivery of fuel to the place where the vehicle is situated up to the limit of CZK1000 (CZE) / EUR50 (ABR).
- 2.8 Sending a substitute driver
If the Insured is hospitalized as a result of a road accident **abroad**, the Insurer shall arrange for sending a substitute driver to take the Insured's vehicle to the place of the Insured's residence.
- 2.9 Transport of the vehicle to the Czech Republic
If the vehicle is immovable as a result of a road accident or a mechanical breakdown **abroad** for more than 7 days, the Insurer shall arrange and pay for the Insured's journey to pick up the repaired vehicle or arrange and pay for towage of the vehicle to the home country up to the limit of EUR400.
- 2.10 Removing the vehicle from the register and scrapping
If a road accident or a mechanical breakdown occurring **abroad** result in the estimated cost of repair exceeding the market value of the vehicle in the Czech Republic, the Insurer shall arrange and pay for anything that is necessary for the Insured to surrender his/her ownership rights to the vehicle in a legal way, and the Insurer shall arrange for disposal (scrapping) of the vehicle up to the limit of EUR400.
- 2.11 Delivery of spare parts for a repair
If a road accident or a mechanical breakdown of the vehicle occurring **abroad** result in the need for arrangement of purchase of spare parts that are not available in the given place, the Insurer shall, for the purpose of ensuring operability of the vehicle, arrange and pay for their delivery to the appropriate garage or to the international airport that is closest to the place of the assistance event.
- 2.12 Assistance in financial stringency
If the Insured falls into financial stringency as a result of a road accident or a mechanical breakdown occurring **abroad**, the Insurer shall provide him/her with a loan up to EUR1,500 for the purpose of repair of the vehicle and putting it into working condition. The Insurer shall do so on condition that the Insured provides the Insurer, in advance, with a properly secured guarantee and/or puts down, in advance, a sufficient deposit on the required loan.
- 2.13 Passing a message on to a close person
In the case of occurrence of a road accident or a mechanical breakdown **abroad** resulting in the fact that the Insured is not able to inform a close person of his/her current status, the Insurer shall pass a message on to this person upon the Insured's request. A close person refers to a family member.
3. Technical assistance for vehicles of categories 8, 9, 10 and 19 with the total weight **over 3500kg** (vehicle categories are specified in the Insurance Policy) in the area of the Czech Republic (hereinafter also referred to as CZE) and **abroad** (hereinafter also referred to as ABR) within the following scope:
- 3.1 Repair in the place, towage, extrication in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
In the case of occurrence of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft** resulting in immobility of the vehicle, the Insurer shall:
- arrange and pay for repair of the vehicle in the place (excluding spare parts) up to the limit of CZK10,000 (CZE) / CZK20,000 (ABR), or
 - arrange and pay for extrication and towage of the vehicle to the nearest garage up to the limit of CZK10,000 (CZE) / CZK20,000 (ABR).
- 3.2 Accommodation in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
In the case of occurrence of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft** resulting in the necessity of performing a vehicle repair taking more than eight hours, or if the vehicle is stolen, the Insurer shall arrange and pay for accommodation of the crew of the vehicle for up to 3 nights totalling up to 3 x CZK1,500 (CZE) / 3 x EUR100 (ABR) upon coming to the conclusion that it is suitable to interrupt the journey wait until the vehicle is repaired.
- 3.3 Parking fees in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
If the garage services are not available at the given moment, the Insurer shall arrange and pay for temporary parking of the vehicle in a safe place, its storage (including the cost of parking up to 2 days) and for the subsequent towage to the nearest garage (including loading and unloading) on the nearest working day.
- 3.4 Emergency transport of the crew in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
If the vehicle is immobile and it is not possible to repair it the same day, the Insurer shall arrange and pay for transport of the vehicle crew to the destination of the journey or for their return to the place of their residence by train (first class) or by bus.
- 3.5 Passing a message in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
If necessary, the Insurer shall arrange for passing important messages on to the family members of the crew of the vehicle.

- 3.6 Reloading of the cargo in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
In the case the vehicle is immobile **abroad**, the Insurer shall arrange and pay for reloading of the cargo up to the limit of CZK10,000.
- 3.7 Transport of the unrepaired vehicle in the case of a mechanical breakdown, a road accident, **action of a third party**, a natural event, a **driver's mistake**, or an attempt at **theft**
If it is not possible to repair the vehicle within 8 calendar days, the Insurer shall arrange and pay for transport of the vehicle to the garage that is closest to the Insured's residence up to the limit of CZK10,000.
4. The administrative and legal assistance
If needed, the Insurer shall provide the Insured with:
- advice in emergency,
 - advice how to proceed after an accident,
 - addresses of legal representatives,
 - addresses of administrative and police authorities, or the road traffic inspectorates in CZE.
- The Insured shall be provided with all the above information and advice both before commencement of his/her journey, and in the cases of emergency occurring during the journey.
5. Telephone assistance in the case of emergency
In the case of occurrence of an assistance event in the Czech Republic or **abroad**, the Insurer shall provide the Insured with advice and information to solve the emergency, shall find a provider of the appropriate service to solve the emergency.
6. The administrative and legal assistance **abroad**
- 6.1 Interpretation and translation – if needed, the Insurer shall arrange, through a telephone conference, interpretation and translation assistance **abroad** for each Insured in the following situations:
- over-the-phone interpretation in the case of a roadside check,
 - over-the-phone interpretation when dealing with the police in the case of occurrence of an assistance event,
 - over-the-phone interpretation in the case of customs proceedings at a border crossing,
 - over-the-phone interpretation when dealing with the local administration,
 - over-the-phone interpretation in the case of hospitalization and a visit to a medical facility,
 - over-the-phone translation and advice when filling in forms in foreign languages,
 - cursory translations of simple forms by telefax.
- If needed, the Insurer shall arrange for an interpreter for the purpose of police investigations and of legal proceedings.
- 6.2 Relations with representations
In the case of occurrence of a serious road accident **abroad** involving the Insured, or if the Insured appears **abroad** in the situation that he/she is arrested or imprisoned by the police of the given country, the Insurer shall:
- a) notify the representation office in the country of the assistance event of the Insured's serious road accident resulting in an extensive material damage to the vehicle or a damage to health,
 - b) arrange for a visit or assistance of a worker of the representation office if the Insured is arrested or imprisoned.
- The Insurer shall not compensate for the costs of transport of the worker of the representation office to the place of the Insured's detention or imprisonment.
- 6.3 Relations with police authorities
In the case of occurrence of a road accident **abroad** involving the Insured, the Insurer shall:
- a) arrange for assistance to the Insured with filling in a road accident report,
 - b) mediate contact with a legal representative (excluding payment for their services),
 - c) arrange for a copy of the road accident report if it has been made by the police but not handed over,
 - d) arrange for return of documents that have been withheld as a result of a road accident if the nature of the road accident and any other consequences relating to the road accident allow it,
 - e) arrange for ensuring witnesses and testimony.
- 6.4 Imprisonment after an accident
If the Insured is arrested, put in custody, or imprisoned, or is in danger of these as a result of a road accident **abroad**, the Insurer shall:
- a) arrange for sending and delivery of personal use items to the Insured,
 - b) arrange for legal representation of the Insured,
 - c) arrange for bailing the Insured out with a financial amount in the local currency in the name of the Insured as a bail required for release of the Insured in the case he/she has been committed to custody as a result of a road accident,
 - d) arrange for storage of the immobile vehicle,
 - e) arrange for the Insured the possibility of keeping in touch with his/her family and passing messages on to the Insured's family,
 - f) arrange for the Insured payment of damage caused to a third party by negligence.
- 6.5 Legal proceedings after a road accident
If legal proceedings are taken against the Insured in consequence of a road accident **abroad**, the Insurer shall:
- a) arrange for payment of the costs of legal representation of the Insured,

- b) arrange for payment of the cost of an interpreter for the purpose of interpretation into the Insured's native tongue in legal proceedings,
- c) arrange for transport of the Insured to the appropriate court of justice if he/she is summoned for the purpose of his/her participation in legal proceedings,
- d) arrange for accommodation of the Insured if he/she is summoned for the purpose of his/her participation in legal proceedings.

6.6 Legal assistance after a road accident

If the vehicle is withheld by the police authorities of the given country in consequence of a road accident occurring **abroad**, the Insurer shall arrange for taking all necessary steps for the purpose of release of the withheld vehicle. The Insurer shall arrange for compensation for the damage the Insured caused to a third person by negligence.

ARTICLE 88 Indemnity limits

1. In the case of occurrence of such an event that is covered both by the Premium Assistance Services under this Part of VPP KPV, and by the Assistance Services under Part K. of VPP KPV, if stipulated in the Insurance Policy, all the above indemnity limits under the Premium Assistance Services under this Part of VPP KPV are added to the indemnity limits under the Assistance Services under Part K. of VPP KPV.

PART M. | INTERPRETATION CLAUSE

1. **Regular premium** is a premium specified for a **period of insurance**.
2. **Current value** is the value the property has immediately before occurrence of the insured event; it is determined from the replacement value taking account of the level of wear and tear or another depreciation or appreciation of the property resulting from its repair, modernization, or otherwise.
3. **Period of necessary treatment** is the period of implementation of the process of **treatment** whose purpose is to affect the Insured's health condition positively on the basis of implementation of an individual medical procedure specified by a doctor within his/her professional qualification aiming to cure the Insured or to stabilise the consequences of his/her **accident**. The Insured's medical documentation must give evidence of the rationalization of the chosen medical procedure and the dates of checkups.
The period of **necessary treatment** shall not include the period:
 - until the checkup if the Insured fails to keep the originally planned date of the checkup without a serious reason;
 - of the treatment resting regime in the diagnosis for which this procedure is not usual and is not sufficiently justified in the medical documentation;
 - for which gradual loading is recommended;
 - in which the Insured undergoes a therapeutic and rehabilitation care or a spa therapeutic and rehabilitation care or exercising in the form of an outpatient care or in the Insured's own social environment.
4. **Driver's mistake** refers to a flat battery, fuel confusion, a lack of fuel, a flat tyre.
5. **Lump sum premium** is premium stipulated for the whole period for which insurance has been taken out.
6. **Other dangerous substances** are poisons, caustics, radioactive material, infectious substances, fuels, and any other substances transported mainly within the regime of the international agreement on transport of dangerous items (ADR).
7. **Theft** refers to appropriation of the subject matter of insurance or its part in the way the malefactor overcomes the obstacles or measures protecting the subject matter of the insurance against theft and takes possession of it in one of the following ways:
 - a) by getting into the place where the subject matter of the insurance is locked or into the subject matter of the insurance by making it accessible with tools that are not intended for opening them properly, or in another destructive way while getting over the structure (shell) of the subject matter of the insurance or the place where the subject matter of the insurance is locked,
 - b) by opening the place where the subject matter of the insurance is locked or directly the subject matter of the insurance with an original key or its duplicate that the malefactor has demonstrably taken possession of without the knowledge of the **authorized user** of the subject matter of the insurance,
 - c) by taking possession of the surface parts of the subject matter of the insurance by overcoming the structural fixation of this part of the subject matter of the insurance.
8. **Hailstorm** is a phenomenon where pieces of ice of various shape, size, weight and density created in the atmosphere fall on the subject matter of the insurance damaging or destroying it.
9. **Qualitatively equivalent parts** are parts manufactured by any supplier reaching the quality of the parts used within assembly of new motor vehicles.
10. **Avalanche** – a phenomenon where a mass of snow, ice or stones suddenly starts to move down the slopes and tumbles down into the valley
11. **Treatment** is a process whose purpose is to affect the Insured's health positively on the basis of implementation of an individual treatment procedure determined by a doctor within his/her professional qualifications aiming to

- cure the Insured or to stabilize the consequences of his/her accident. For the purpose of the insurance, **treatment** does not refer to a therapeutic and rehabilitation care or in the Insured's own social environment, unless the Insured is, at the same time, provided with a diagnostic care, or prescribed medicaments, or hospitalized.
12. **Theft with violence** means appropriation of the subject matter of the insurance in such a way that the perpetrator uses violence or threat of immediate violence against the Insured, his/her employee, or another party authorized by the insured.
 13. **Impact** is a collision of the vehicle with a stationary obstacle (e.g. a stationary car, a wall, a guardrail, etc.).
 14. **Unauthorized use** refers to unauthorized appropriation or keeping of someone else's subject matter of the insurance for the purpose of using it temporarily.
 15. **Replacement value** is the sum that has to be spent on reinstatement of the subject matter of the insurance of the same or comparable type and quality in the new condition, in the given place and time.
 16. **Common value** is the value that would be reached when selling the same, or similar property, or when providing the same or similar service in the common business relations on the domestic market as at the day of its valuation. At the same time, all the circumstances affecting this value shall be considered. However, its value is not affected by any extraordinary market circumstances, the personal relations of the seller or the buyer, or any influence of special liking. Extraordinary market circumstances are, for example, the state of distress of the seller or the buyer, or consequences of natural or other calamities. The personal relations refer particularly to the property relations, family or other personal relations between the seller and the buyer. Special liking is a special value attached to property or a service arising from the personal relation to them.
 17. **Common equipment of the vehicle** refers to the accessories supplied for the particular type and model of vehicle by the manufacturer or stipulated by legal regulations. All the parts of the **common equipment** shall be built in the vehicle, locked in it or connected with it firmly (i.e. it is necessary to use the appropriate tools to install it into or onto the vehicle). When specifying the **common vehicle equipment** in the insurance policy, such a list includes particularly the following components: audio/video system (a car radio, a CD/DVD player, etc.), a navigation system, cast alloy wheels, air-conditioning, a child car seat, leather seats and xenon headlights.
 18. **Evaluation Table A** is a part of the Policy Conditions specifying the principles of the Insurer's indemnity under the injury **treatment** insurance (daily compensation) on the basis of which the maximum number of days of **treatment** of a bodily harm resulting from accident is determined. At the same time, this table also specifies the diagnoses which are not covered by the Insurer. **Evaluation Table A** is available at the Insurer's sales points.
 19. **Evaluation Table B** is a part of the Policy Conditions specifying the principles of the Insurer's indemnity under the insurance against **permanent consequences of accident** on the basis of which the maximum scope of the permanent consequences is determined. **Evaluation Table B** is available at the Insurer's sales points.
 20. **Window glass** refers to the windshield, rear window, and side (door) window glass. Window glass does not refer to roof windows, a panoramic roof, etc.
 21. **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.
 22. **Authorized user** of the vehicle is a person using the vehicle as its owner or with consent given by the owner or by a person authorized by the owner.
 23. **Fall** refers to such a movement of the subject matter of the insurance that has the features of a free fall.
 24. **Conditions decisive for determination of the premium** is a set of criteria the Insurer takes into account when determining the premium in the way he/she meets the obligation of ensuring the permanent fulfillability of the commitments arisen within operation of the liability insurance in compliance with the liability insurance act.
 25. **Missing of the subject matter of the insurance** refers to the status where the Injured or the Insured has lost, independently of his/her will, the possibility of using the subject matter of the insurance.
 26. **The Insurer** is ČSOB Pojišťovna, a. s., člen holdingu ČSOB.
 27. **Policy period/Insured period** is the period for which the insurance has been taken out. The **policy period/insured period** is a time period defined by inception of insurance and expiration 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/insured period** is specified in the Insurance Policy and does not necessarily correspond to the **period of insurance** for which **regular premium** is paid.
 28. **Insured value** is the maximum possible property loss that may result from an insured event.
 29. **Insurance peril** is a possible cause of occurrence of an insured event.
 30. **Period of insurance** refers to the period of one **insurance year**, unless stipulated otherwise.
 31. **Insurance Risk** is the rate of probability of occurrence of an insured event caused by an **insured peril**.
 32. **Policyholder** is a physical or legal entity that has taken out the Insurance Policy with the Insurer and has made a commitment to pay the Insurer the premiums. The Policyholder does not have to be identical to the Insured.
 33. **Insurance Year** is the time period starting at 00:00 hours (unless another time is specified in the Insurance Policy) 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.
 34. **Insured** is the party whose life, health, property, liability, or another value of the insurable interest the insurance covers.
 35. **Indemnity** – refers, for the purposes of calculation of the loss ratio, to the sum of insurance benefits the **Beneficiaries** are entitled to for insured events occurring within all the covers under VPP KPV taken out by all the **Policyholders** with the Insurer and which (the insurance benefits) have been paid out by the **Insurer** for these insured events.

36. **Acquisition/purchase price** of a new subject matter of the insurance is the price for which it is possible to get the new subject matter of insurance in the same quality on the day of taking out the insurance or on the day of the **loss-incurring event**.
37. **Damage to the subject matter of insurance** means a change in the condition of the subject matter of insurance that can objectively be eliminated by repair, or such a change in the condition of the subject matter of insurance that cannot objectively be eliminated by repair, yet the subject matter of insurance is still usable for the original purpose.
38. **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 or such flooding has been caused by a sudden and accidental decrease in the flow profile of the waterway.
39. **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. However, the fire is not a glow (charring) or smouldering with restricted inlet of oxygen, nor the effects of utilitarian fire or its heat. Also, the fire is not the effects of heat arisen during a short circuit in electrical wiring (an electrical device) unless the flame caused by the short circuit has expanded. Insurance taken out in case of occurrence of this **insurance peril** also applies to any **loss-incurring events** caused by the extinguishing substance used within firefighting and any **loss-incurring events** caused by the products of burning during a fire.
40. **Written Premium** refers, for the purposes of the insurance taken out under these VPP KPV conditions, to the sum of **Regular Premiums** for all the covers taken out under VPP KPV with the **Insurer** by all the **Policyholders**.
41. **Operation of the vehicle** mainly refers to any operations performed immediately before a drive, during a drive, after a drive, and any operations necessary for maintenance of the vehicle.
42. **Reasonable cost of repair of the subject matter of the insurance** is the cost of repair of the subject matter of the insurance or its part that is common at the time and in the place of the repair.
43. **Preparatory drive** for a race or competition refers to any type of an improving, training, or any other practice drives where the achieved times are measured, or also compared.
44. **Claims Reserve** is the sum of the claims reserve specified by the Insurer in accordance with the provisions of § 61 of Act No. 277/2009 Sb., on insurance, as amended, and relating to the respective insurances taken out under these VPP KPV conditions.
45. **Driving of a motor vehicle** refers to setting of the vehicle engine in motion immediately before commencement of a drive by the Insured present in the vehicle, controlling the vehicle during a drive, as well as to a short-time stop or to stopping the vehicle in accordance with the road traffic act on condition that the Insured does not leave the vehicle.
46. **Landslide, collapse of rocks or soils** – movement of the slope rocks from the higher places on the slope to the lower places caused by the natural and climatic effects.
47. **Actual wear and tear of the vehicle** is specified on the basis of the Expert Standard for Valuation of Vehicles in the Czech Republic.
48. **Collision** is a collision of the vehicle with another moving object.
49. **Loss-incurring event** is an event resulting in a loss or damage and that could result in the right to the **insurance indemnity**.
50. **Loss Ratio** refers, for the purposes of the insurance taken out under these VPP KPV conditions, to the ratio, expressed as a percentage, between:
- the **insurance benefits** and the **claims reserve**, in the numerator, and
 - the written premium, in the denominator,
- within all the covers taken out under these VPP KPV conditions with the **Insurer** by all the **Policyholders**.
51. **Permanent injury consequences** – they refer to limitations of the function of bodily organs that have, after finishing the treatment, the permanent character or refer to their loss.
52. **Stroke of lightning** is a direct and immediate transfer of a lightning (atmospheric discharge) to the subject matter of the insurance. The location where the lightning has struck has to be reliably detectable on the basis of the thermal and mechanical traces.
53. **Party to personal insurance** refers to the Insurer and the Policyholder as the Contracting Parties, and also to the Insured and any other party having the right or obligation under the personal insurance.
54. **Injury/Accident** refers to unexpected and sudden effects of external forces or the own bodily force independently on the Insured's will, which occurs within the policy period and causes the Insured a bodily harm or death.
55. **Items the persons are wearing or having with them** refer to the items relating to the purpose of the journey, but not to any items that are, regarding their nature or quantity, beyond the mentioned purpose (cargo); in the passenger car they are also any items transported in the luggage space or on the roof of the vehicle, on the bus or a truck they only refer to the items in the vehicle cab.
56. **Special value items** are:
- a) **items of an artistic value**, including paintings and other pieces of fine art, items made of branded glass or branded china and other materials, hand-tied carpets, tapestry and other artistic items whose value is given not only by the production costs, but also by the artistic quality or by the author of the work of art, or which have the character of a unique object,
 - b) **items of a historical value** refer to movables whose value is given by the fact that they are related to history or historic personalities,
 - c) **antiquities** refer to movables usually older than 100 years of a considerable artistic value or the character of a unique object, regarding its origin and age,

- d) **collections** refer to a set of movables of the same character and collector's interest, while the grand total of the values of individual items constituting the collection is lower than the value of the collection as a whole,
 - e) **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.
57. **Windstorm** is a dynamic action of an air mass moving at a speed of at least 20.8 m/s (75 km/s).
58. **Congenital diseases and defects** are any defects and diseases arisen prenatally, affected by hereditary factors or factors acquired during pregnancy that become evident and/or are found at birth or later in any period of the Insured's life.
59. **Explosion** is a sudden devastative effect of the compressive force consisting in expansibility of gas or vapours. Explosion does not refer to the sonic boom or an explosion in the combustor of an internal combustion engine or other devices where the energy of explosion or higher pressure is used purposefully.
60. **Foreign countries (Abroad)** refer, for the purpose of the liability insurance, to the countries whose national bureaus of insurers are signatories to the Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States and the members of the Council of Bureaux. As for the other covers, they refer to the geographical area of Europe and the whole area of Turkey.
61. **Action of a third party** refers to any arbitrary action of a third person resulting in the destruction of, damage to or making the subject matter of the insurance unusable, e.g. vandalism (breaking off the rear-view mirrors, damaging the vehicle body, breaking the windows, etc.) Action of a third party does not refer to any damage visibly resulting from a collision or an **impact**.
62. **Inundation** is occurrence of a coherent water surface staying or streaming in the insurance location for some time.
63. **Destruction** of the vehicle means such a change in the condition of the subject matter of the insurance that cannot be eliminated objectively by an economical repair.
64. **Misappropriation** refers to arbitrary usurpation or not returning of the entrusted vehicle.

PART N. | VEHICLE SECURITY REQUIREMENTS

ARTICLE 89 Minimum ways of securing insured vehicles against theft (hereinafter also referred to as securing or securing against theft)

1. The right to the **insurance benefits** for a **loss-incurring event** consisting in theft of the insured vehicle or its part arises on condition that the insured vehicle is, at the time of occurrence of the **loss-incurring event**, secured as follows:
 - a) Passenger vehicles (vehicles designed for transport of sitting persons only and their luggage having up to nine seats including the driver's seat; the total weight may not exceed 3500kg and the luggage space may not be larger than the space for transport of persons):
 - with the Sum Insured up to CZK500,000 inclusive: a mechanical system or an immobilizer or an alarm or an active vehicle tracking system or a passive vehicle tracking system,
 - with the Sum Insured above CZK500,000 do 800 000 inclusive: combination of two of the following ways of securing: a mechanical system; an immobilizer; an alarm; an active vehicle tracking system or a passive vehicle tracking system; security glass marking,
 - with the Sum Insured above CZK800 000: combination of three of the following ways of securing: a mechanical system; an immobilizer; an alarm; an active vehicle tracking system or a passive vehicle tracking system; security glass marking.
 - b) Vans (vehicles intended for transport of items whose total weight does not exceed 3500kg) and caravans:
 - with the Sum Insured up to CZK750 000 inclusive: a mechanical system or an immobilizer or an alarm or an active vehicle tracking system or a passive vehicle tracking system,
 - with the Sum Insured above CZK750 000: combination of two of the following ways of securing: a mechanical system; an immobilizer; an alarm; an active vehicle tracking system or a passive vehicle tracking system; security glass marking.
2. A way of securing within the meaning of this Part of VPP KPV always only refers to such a way of securing that meets all the conditions stipulated by the generally binding legal regulations of the Czech Republic for its use in motor vehicles.
3. Description of individual ways of securing:

active vehicle tracking system = a monitoring and localizing system where the activation detectors and sensors detect, by themselves, any unauthorized handling with the vehicle. The system activates the provider's control room by itself. Subsequently, the provider's control room monitors the movement of the vehicle, ensures departure their own emergency unit, or ensures, in cooperation with the police, stopping of the vehicle;

passive vehicle tracking system = a monitoring and localizing system (e.g. an electronic log book) that does not announce unauthorized handling with the vehicle actively (i.e. it only activates on the basis of a notification of a **theft** of the vehicle). For the purposes of VPP KPV, this system may replace one of the following ways of securing: an immobilizer or an alarm or a mechanical system;

alarm = an electronic active security device firmly built in the vehicle signalling, acoustically or optically, an attempt at unauthorized entering into the vehicle or, at the same time, preventing its moving off by blocking the engine;
security glass marking = so-called sandblasting or etching of a special code or the VIN into all the vehicle windows using the system of OCIS with subsequent processing of the information about vehicles marked this way;
immobilizer = an electronic passive security device firmly built in the vehicle preventing its moving off by putting separate electrical circuits of the vehicle out of operation;
mechanical system = a device that is firmly connected with the vehicle prevents, in a mechanical way, **unauthorized use** of the vehicle by blocking the transmission gear or by blocking gear changing – e.g. CONSTRUCT, DEFEND-LOCK, MUL-T-LOCK, MEDVĚD BLOK; a mechanical system within the meaning of VPP KPV does not refer to any types of removable steering wheel locks, levers attached between the steering wheel and the pedals or between the gear lever and the parking (hand) break.

ARTICLE 90 Security options specified in the Insurance Policy

1. The insured vehicle security option is specified in the Insurance Policy and refers to the following:
Option A – minimum security in accordance with Article 89 of this Part of VPP KPV,
Option B – security corresponds to a higher price category than the category of the vehicle,
Option C – the vehicle is equipped with an active tracking system and meets the conditions of the minimum prescribed security for the given vehicle price category.

These VPP KPV conditions come into effect on 1 April 2016