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GENERAL INSURANCE TERMS AND CONDITIONS FOR COMPREHENSIVE HEALTH CARE INSURANCE OF FOREIGNERS (VPP/810-16)

Article 1. Introductory Provisions

1. The rights and obligations of the parties to this insurance are governed by the legal system of the Czech Republic, in particular the provisions of Act No. 326/1999 Sb., on the Residence of Foreigners in the Territory of the Czech Republic, as amended, Act No. 89/2012 Sb., the Civil Code, as amended, by these Insurance Terms and Conditions and the arrangements specified in the insurance policy or contractual arrangements.
2. The Contractual Parties are the policyholder on the one hand and the insurer MAXIMA pojišťovna, a. s., with its registered office at Italská 1583/24, Prague 2, 120 00, Company ID No.: 61328464, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3314 (hereinafter referred to as the „Insurer“).
3. The insurance is taken out as insurance with compensation for actual damage.
4. The insurance covers all types of residences of foreigners regulated by the law, except for those where the natural person is obligatorily covered by public health insurance in the Czech Republic according to a special legal regulation.
5. This insurance fulfils the conditions set out in Act No. 326/1999 Sb., on the Residence of Foreigners in the Territory of the Czech Republic, as amended, for comprehensive medical care insurance of foreigners pursuant to Section 180i) et seq.

Article 2. Výklad pojmů

1. **Waiting period** – the period of time during which the insurer is not obliged to provide claims payment for events which would otherwise be insured events. The waiting period applies only to medical care provided in connection with pregnancy and childbirth, unless a Premium insurance option with a Pregnancy Package has been agreed.
2. **Policyholder** – the person who has taken out the insurance policy and is obliged to pay the premium.
3. **Insured person** – a natural person who is not a citizen of the Czech Republic (hereinafter referred to as „CZ“), whose health is covered by the insurance and who resides in the territory of CZ on the basis of a valid residence permit issued in accordance with the legal regulations of the Czech Republic.
4. **Beneficiary** – a person who, as a result of an insured event, becomes entitled to the claims payment by proving that he/she has incurred the costs the reimbursement of which is the subject of the claims payment.
5. **Harmful event** – a fact from which damage has emerged and which may give rise to a right to claims payment.
6. **Insured event** – an accidental fact specified in Article 5, which gives rise to the insurer's obligation to provide the claims payment.
7. **Insurance risk** – a possible cause of injury or illness, except for causes and cases which are expressly mentioned in the exclusions from insurance, or which do not fall within the scope of insurance under the contractual arrangements.

8. **Comprehensive health care** – health care provided to the insured person in the insurer's contracted health care facilities without direct payment of the costs of treatment by the insured person in order to maintain his/her health condition from the time before the conclusion of the insurance policy. Comprehensive health care also includes appropriate preventive and dispensary health care and health care related to the insured mother's pregnancy and delivery of her child as specified in the Terms and Conditions of the contract.
9. **Illness** – a disorder of the physical or mental health of the insured person, as determined and classified according to the generally accepted state of medical science.
10. **Emergency health care** – medical examination, determination of diagnosis, treatment and cure of sudden (acute) medical conditions where, from a medical point of view, it is necessary to provide health care immediately or at very short notice.
11. **Immediate health care** – medical examination, determination of diagnosis, treatment and cure of sudden (acute) conditions associated with the possibility of impairment of essential life functions and related conditions where, from a medical point of view, delay could cause serious damage to health or endanger life.
12. **Injury** – an injury to the health or death of the Insured person caused by unexpected and sudden external forces or by the Insured person's own bodily force, independent of the Insured person's will, which occurs during the term of insurance.
13. **Repatriation** – transport of the insured person or transport of the body remains of the deceased insured person to the Czech Republic or to the state whose travel document the insured person holds, or to another state where the insured person is permitted to reside.
14. **Assistance company** – a third party specified in the insurance policy, which provides assistance services to the insured persons on the basis of a contract with the insurer, within the scope of the call centre and under the conditions specified in the insurance policy and these Insurance Terms and Conditions. The contact details of the assistance company are specified in the insurance policy.
15. **Transit** – transport of the insured person which starts (or terminates) in the territory of the Czech Republic and goes directly to (or from) the state of which the insured person is a national or in which he/she is permitted to reside, which does not last longer than 24 hours and is documented by a relevant travel document or a document for the purchase of fuel.
16. **Dispensary care** – care for the purpose of active and long-term monitoring of the health condition of a patient at risk of or suffering from a disease or deterioration of health condition, for whom, according to the course of the disease, a change in health condition can reasonably be anticipated, the early detection of which may substantially influence further treatment and the course of the disease.
17. **Schengen area** – the territory of the signatory states of the Schengen Agreement (Austria, Belgium, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, Croatia).
18. **Payment of premium** – the date of crediting the full amount of the prescribed premium to the bank account of the insurer or its representative if authorized to collect the premium.

Article 3. Subject-matter of the insurance

1. The subject-matter of the insurance shall be the reasonable and necessary costs of comprehensive health care that the insured person has had to undergo in a health care facility as a result of a deterioration of health condition occurring in the territory covered by the insurance or in connection with the pregnancy and childbirth of the insured person, incurred during the term of insurance, subject to any agreed exclusions. The subject-matter of the insurance is only the costs of health care that leads to the patient maintaining his/her health condition from the time before the conclusion of the insurance policy in accordance with the Act on the Residence of Foreigners in the Territory of the Czech Republic.
2. If so agreed in the insurance policy, the subject-matter of the insurance shall also include the costs of emergency and immediate health care that the insured person had to undergo as a result of deterioration of his/her health condition during his/her residence in the territory of the Schengen area states outside the territory of the Czech Republic. The insurance coverage shall apply only to the insured person's tourist stay (without engaging in any even short-term gainful activity), with the length of each individual stay not exceeding 30 days.
3. The insurance also covers repatriation costs. In the event of an insured event occurring in the country of transit, only the costs of emergency and immediate health care are covered.
4. If so agreed in the insurance policy, the insured person's costs for the MaxCare extra medical and support programmes within the scope of Article 5, Clause 4 and the Pregnancy Package within the scope of Article 5, Clause 5 are also covered.
5. If the insured person's health condition permits, the provision of health care shall be provided primarily by the insurer's contracted health care facility listed at the following internet address: www.maximapojistovna.cz. In other cases, the health care shall be provided to the insured person by the selected health care facility or a doctor with the relevant expertise.

Article 4. Territorial scope

1. The insurance shall be taken out for insured events arising in the territory of the Czech Republic and in transit countries.
2. If so agreed in the insurance policy, insurance shall also be taken out for insured events arising in the territory of the Schengen area countries outside the territory of the Czech Republic.

Article 5. Insured event, occurrence of damage, scope of insurance claims

1. An insured event is:
 - a) provision of comprehensive health care to the insured person as a result of an injury or illness of the insured or in connection with pregnancy and childbirth of the insured person within the scope of the list of medical services covered by the public health insurance of the Czech Republic;
 - b) repatriation of the insured person;
 - c) provision of preventive care services within the scope of Clause 3 of this Article and dispensary care;
 - d) provision of services of above-standard health and support programmes to the insured persons within the scope of Clause 4 of this Article;
 - e) provision of pregnancy-related health care to the insured person within the scope of Clause 5 of this Article.
2. Comprehensive health care includes:
 - a) necessary examinations required for determination of diagnosis and treatment;
 - b) necessary treatment;
 - c) necessary hospitalisation of the insured person in a room with standard equipment;
 - d) pregnancy examinations of the insured person during pregnancy,
 - e) childbirth;
 - f) necessary surgical procedures, including related necessary expenses;
 - g) medical supplies and medicines used for the purpose;
 - h) medically necessary transport of the insured person by means of medical transport from the place of occurrence of the insured event to the nearest health care facility or transport of the insured person to the nearest health care facility that can provide the necessary medical care, in serious cases specified by Act 374/2011 Sb.;

- i) dental care to eliminate acute pain or treat the consequences of an injury up to the limit specified in the insurance policy;
 - j) standard post-accident rehabilitation care prescribed by the attending physician.
3. Preventive care included in comprehensive health care includes:
 - a) preventive paediatric care for the child, if the child is designated as „insured“ in the insurance policy, within the scope of Decree No. 70/2012 Sb.;
 - b) once a year, a preventive examination with a general practitioner.;
 - c) once a year, an examination of the insured woman by a gynaecologist;
 - d) once a year, a preventive examination with a dentist;
 - e) once every four years (of continuous health insurance with the insurer) a preventive examination with an ophthalmologist for the insured persons aged 45 to 61;
 - f) compulsory vaccinations.
 4. The services of MaxCare above standard health and support programmes include:
 - a) beyond the health care referred to in paragraph 2(a) of this Article, examinations and consultations for the detection of a specific disease (e.g. laboratory tests of blood, urine, hormonal examinations, skin examinations) not covered by public health insurance, including the provision of an extract from medical records;
 - b) over-the-counter medicines and medical devices purchased in medical supply stores and pharmacies (without a prescription);
 - c) non-mandatory vaccinations (vaccine including its administration) that are not normally covered under this insurance (e.g. against meningococcal diseases);
 - d) plastic fixations;
 - e) hormonal contraceptives;
 - f) medical devices for disabled persons (e.g. walkers, wheelchairs including electric wheelchairs);
 - g) examinations not covered by public health insurance to confirm a driving licence, health card or for sporting activities.
 5. The pregnancy package includes:
 - a) pregnancy test at the gynecologist's office;
 - b) extended laboratory tests, in the pregnancy clinic, according to the specific needs (thyroid, toxoplasmosis, thrombophilic mutations, urinary sediment);
 - c) combined first trimester screening;
 - d) detailed ultrasound examination of fetal morphology;
 - e) 2D fetal photography;
 - f) determination of fetal sex.

Article 6. Claims payment

1. The upper limit of the claims payment for one insured event is the relevant limit of claims payment specified in the insurance policy. The insurance policy may also stipulate a total limit of claims payment for all insured events during the term of insurance for partial types of treatment or insurance options.
2. The insured event shall be notified to the insurer through the assistance company. In cases where this method of notification is not possible, the insured event shall be notified directly to the insurer in writing or by e-mail. Notification must be made without undue delay within 24 hours after the insured event has occurred, if the insured person's health condition so permits.
3. The insurer shall provide claims payment for the treatment of the insured person in the Czech Republic to the beneficiaries in the domestic currency. In case of claims in a foreign currency, the exchange rate shall be applied according to the mid exchange rate of the relevant currency announced by the CNB on the date of the insured event.
4. The claims payment is payable within 15 days after the completion of the investigation necessary to establish the extent of the insurer's obligation to pay. The investigation shall be completed as soon as the insurer has communicated its results to the beneficiary.
5. The insurer shall pay the claims to the health care facility, the insured person or any other person who has demonstrably incurred the costs.
6. The claims payment for insured events arising in the Czech Republic shall be provided to the extent and in the amount corresponding to the cost of public health insurance in the Czech Republic, unless otherwise agreed with the health care facility.

7. The claims payment for insured events arising from the services of the MaxCare above-standard health and support programmes and the Pregnancy Package according to Article 5, Clauses 4 and 5, shall be provided up to the total limit specified for this option in the insurance policy. The insurer shall reimburse the costs to the insured person upon presentation of evidence of their payment.
8. The claims payment for insured events occurring in transit countries or, if so agreed in the insurance policy, in the territory of the Schengen area states outside the Czech Republic, shall be provided to the extent and amount of emergency and immediate health care corresponding to the cost of public health insurance in the Czech Republic, unless otherwise agreed with the health care facility.
9. If the insured person has made a direct reimbursement of costs to the health care facility in the Czech Republic, which are to be the subject of the claims payment, the insured person must submit original documents proving the occurrence of the insured event, the extent of the damage and the amount of the reimbursement made. In the event that the costs for the health care provided exceed the costs corresponding to the public health insurance in the Czech Republic, the insurer may reduce the claims payment to this extent.

Article 7. Exclusions from insurance

1. The insurance does not apply to damage arising from:
 - a) intentional travel to the Czech Republic for the purpose of receiving health care, including transit (so-called medical tourism);
 - b) at a time when the insured person participates in the public health insurance of the Czech Republic.
2. The insurer does not provide compensation of damage in the event of:
 - a) illness or injury, the cause or symptoms of that occurred before the insurance was taken out, even if they manifested themselves during the term of insurance;
 - b) services which have not been provided by a health care facility or a health care professional on the basis of medical practice recognised by the law of the Czech Republic, or in case of services that are not recognised by medical science;
 - c) where the damage has been caused demonstrably and exclusively by a breach of a medical treatment or treatment regime prescribed by a doctor;
 - d) where the harmful event has been caused intentionally by the insured person, except for injuries;
 - e) where the harmful event has been caused by fault or contributory fault of the insured person, except for injuries;
 - f) where the harmful event has been caused by the insured person as a result of consumption of alcohol or drugs or under the influence of narcotic or psychotropic substances, except for injuries;
 - g) use of long-term physiotherapy care, unless it is necessary to eliminate immediate health complications;
 - h) cosmetic or aesthetic procedures that do not pursue medical purposes.
3. The exclusions referred to in Clause 2 of this Article do not apply in case of the Exclusive option.

Article 8. Insurance policy

1. The insurance policy is concluded by payment of the first premium in the amount specified in the draft insurance policy. The insurance policy shall take effect on the date specified in the draft, provided that the first premium has been paid within the period specified in the draft. If the first premium has not been paid by that date, the insurance policy is not concluded, the insurance does not come into existence and the insurer's offer lapses.
2. By concluding the insurance policy, the policyholder agrees that the insurer shall allow the Foreign Police Service remote access to the data on the insurance policy in connection with the duties of the Foreign Police Service arising from Act No. 326/1999 Sb. on the Residence of Foreigners in the Territory of the Czech Republic, as amended. This is without prejudice to the insurer's obligation to transmit the insurance data to the Register of Foreigners' Health Care Insurance.

Article 9. Insurance period, commencement and termination of insurance

1. The insurance is taken out for a fixed period, which is specified in the insurance policy.
2. The insurance shall take effect from the date specified in the draft insurance policy as the commencement date of the insurance.
3. The prerequisite of commencement and duration of insurance is the residence of the insured person in the territory of the Czech Republic or, if so agreed in the insurance policy, in the territory of the Schengen area states outside the Czech Republic, subject to compliance with all the conditions laid down by legal regulations.
4. The insurance cannot be interrupted.
5. The insurance is terminated by any of the following events:
 - a) the expiry of the insurance period specified in the insurance policy, at 24.00 hours on the day agreed as the termination of the insurance;
 - b) death of the insured person;
 - c) termination of the insured person's residence in the territory of the Czech Republic or the date on which a decision on expulsion or administrative expulsion becomes final;
 - d) the date on which the insured became a participant of public health insurance pursuant to Act No. 48/1997 Sb. on Public Health Insurance (on the basis of employment in the territory of the Czech Republic or by acquiring permanent residence in the territory of the Czech Republic), but not before the insurer became demonstrably aware of it;
 - e) by withdrawing from the insurance policy;
 - f) by agreement between the policyholder and the insurer at a specified time;
 - g) non-payment of premiums after the statutory conditions have been met.
6. A waiting period of 8 months from the date of commencement of the insurance, during which the insurance does not cover pregnancy and childbirth, is applied for the reimbursement of health care in connection with pregnancy and childbirth. The waiting period does not apply if insurance is taken out under the Premium option with the Pregnancy Package.

Article 10. Premium

1. The amount of the premium is specified in the insurance policy.
2. The premium shall be a single premium unless otherwise agreed in the insurance policy.
3. The premium shall be payable to the insurer for the term of insurance. In the event of termination of the insurance as a result of an insured event, the insurer shall be entitled to the full single premium.
4. The premium shall be deemed to have been paid on the date on which it is credited in full to the insurer's account. The insurance policy may stipulate different conditions for the payment of the premium.
5. The premium may be paid in instalments by agreement between the Contracting Parties.

Article 11. Obligations of the policyholder and of the insured person

1. In addition to other obligations set out in the applicable legal regulations, the policyholder and the insured person are obliged to:
 - a) answer truthfully and completely all questions of the insurer concerning the insurance which is to be taken out;
 - b) notify the insurer without undue delay of any changes in the facts which the insurer has enquired about, in particular those facts which are stated in the insurance policy;
 - c) provide the insurer with details of all insurance policies effective at the time of the occurrence of the insured event which cover the same insured risk;
 - d) do everything possible to prevent the occurrence of the insured event and to reduce the extent of the damage caused;
 - e) follow the instructions and recommendations of the medical staff;
 - f) comply with the regulations on the protection of public health;
 - g) undergo any necessary examination or procedure as directed by a doctor;

- h) at the request of the insurer, undergo an examination by a doctor appointed by the insurer if the insured person can reasonably be required to do so in the circumstances;
 - i) at the request of the insurer, to exempt a third party (in particular a health care facility) from confidentiality of facts relating to the harmful event.
2. If an insured event occurs, the insured person shall in particular:
 - a) inform the assistance service of all relevant facts for the claim under this insurance and follow its instructions;
 - b) do everything reasonably required in the circumstances to prevent further deterioration of the condition and to mitigate the consequences of the harmful event;
 - c) undergo medical treatment at the insurer's contracted health care facility, if possible. In doing so, the insured person shall always be obliged to provide the attending physician with a confirmation on concluding the insurance policy;
 - d) notify without undue delay the law enforcement authorities within criminal or administrative proceedings of the occurrence of an event which has taken place under circumstances suggesting the commission of a criminal offence or an administrative offence;
 - e) act in such a way that the insurer may enforce against another the right to compensation for the damage caused by the insured event, as well as the right to sanction and settlement, and to cooperate with the insurer in this respect;
 - f) undergo repatriation, if his/her health condition so permits and the insured person consents.
 3. The insurer is obliged to inform the insured person without undue delay about the contents of the insurance policy including all its annexes (especially the insurance conditions).

Article 12. Determination of health condition

1. When concluding the insurance policy, the policyholder and the insured person are obliged to answer truthfully and completely to the insurer all written questions concerning the insured person's health condition. The same shall apply if there is a change in the insurance or in the facts about which the policyholder or the insured person was asked when taking out the insurance.
2. The insurer shall be entitled to review information about the health condition of the insured person for the purposes of the insurance, either at the health care facilities where the insured person has been treated or by a doctor determined by the insurer. The insured person shall consent to the determination and examination of the health condition by concluding the insurance policy or by giving additional consent to its conclusion. This consent shall also apply to the examination of the health condition in connection with the change of insurance and asserting the entitlement to a claims payment.
3. Determination of the health condition or the cause of death shall be carried out on the basis of reports and extracts or copies of medical records requested by the insurer or by a health care facility authorised by the insurer from the attending physicians and, if necessary, by an examination carried out by a health care provider authorised by the insurer. The insured person, by their consent, releases from the obligation of confidentiality the doctors, health care providers, health care professionals, other professionals and other persons providing health care services who are asked by the insurer for the said information and who have information about the insured person's health condition.
4. Information obtained by the insurer about the insured person's health condition is confidential and may be used only for the purposes of this insurance.

Article 13. Obligations of the insurer

1. In addition to any other obligations laid down by legal regulations, the insurer shall:
 - a) answer truthfully and completely all written questions from the policyholder or the insured person concerning the insurance which is to be taken out or the change in insurance;
 - b) provide the claims payment in the event of an insured event, provided that all conditions for payment are met;
 - c) upon notification of a harmful event, without undue delay initiate an investigation to determine the extent of its obligation to perform;

- d) communicate to the beneficiary the results of the investigation necessary to establish the entitlement to the claims payment and to determine the amount thereof;
- e) provide, through the assistance company, the necessary information services to the insured persons and to the health care facilities, in particular verifying the validity and effectiveness of the insurance policy, searching for health care facilities or providing information on insurance, provide, where necessary, a guarantee through the assistance company for the reimbursement of the costs of health care incurred.

Article 14. Transfer of rights to the insurer

1. If a claims payment has been provided to the beneficiary in respect of a loss for the compensation of which the insured person has a right against a third party, such right shall pass to the insurer up to the amount of the claims payment provided by the insurer.
2. If the insurer incurs additional costs in connection with asserting the right due to the fault of the beneficiary, the insurer shall be entitled to claim such costs from the beneficiary.

Article 15. Legal acts and service of documents

1. The insurance policy shall be concluded in writing (electronically or in paper form).
2. The written form is fulfilled if the legal act is:
 - a) recorded in a document and signed by hand;
 - b) made electronically and the signature is replaced by mechanical means;
 - c) made electronically and signed electronically in accordance with generally binding legal regulations;
 - d) made electronically and confirmed by payment of the first premium.
3. Documents relating to the insurance shall be served:
 - a) by the holder of a postal licence under a special law to the addressee's postal address. If no postal address is given, to the last known address of the insurance participant;
 - b) in person by an employee or authorised person of the insurer;
 - c) by electronic mail in the form of simple e-mail messages, to the e-mail address communicated in advance by the addressee.
4. The insurer's document shall be deemed to have been served on the date of proof of receipt, refusal of acceptance or return of the consignment as undeliverable, otherwise on the 3rd working day after its dispatch. If the addressee has not been reached and the insurer's document has been deposited with the delivery service, the insurer's document shall be deemed to have been served on the last day of the deposit period, even if the addressee has not become aware of the deposit.
5. If the policyholder or the insured person has changed their postal address, has not notified the insurer in writing of the change, and the insurer's document is returned as undeliverable, the document shall be deemed to have been served on the date of its return to the insurer, even if the policyholder or the insured person was not aware of its dispatch.
6. Legal acts or notifications made by electronic means shall be deemed to have been served on the day following the date of its dispatch to the addressee's e-mail box, except in case where it has been proved that its service has failed, for example due to technical problems. In such a case, the document shall be deemed to have been served on the 10th day following its dispatch.

Article 16. Applicable law and dispute resolution

1. The insurance policy and the legal consequences arising therefrom are governed by the law of the Czech Republic.
2. The courts of the Czech Republic are competent for disputes arising from the insurance policy.
3. The insurer prefers to settle any disputes out of court. A complaint can be made using the form available on the website https://www.maximapojistovna.cz/sites/default/files/formular_pro_podani_stiznosti_1.pdf by email to info@maxima-as.cz or in writing to the insurer. The reply with the information and reasons for the complaint will be sent to the complainant in writing within 30 days.

4. A complaint can also be filed with the Czech National Bank, Na Příkopě 28, Prague 1, which is the supervisory authority over the activities of insurance companies. However, the CNB does not have the competence to adjudicate a dispute between the complainant and the insurer.
5. As regards the right to equal treatment and protection against discrimination, the Ombudsman is also competent. The complaint can be lodged in writing or orally on the record and is not subject to a fee.
6. Disputes between a consumer (insured person or beneficiary) and an insurer in the provision of non-life insurance that fall within the jurisdiction of the courts and that have not been resolved directly with the insurer may be resolved by the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2. More information can be found at <https://www.coi.cz/informace-o-adr/>. The procedure of the Czech Trade Inspection Authority is regulated by Act No. 634/1992 Sb., on Consumer Protection, and the rules for out-of-court settlement of consumer disputes issued on the basis of this Act.
7. To resolve consumer disputes arising from contracts concluded online (i.e. via means of distance communication), the dispute resolution platform can be used via an electronic form. More information can be found at www.ec.europa.eu/consumers/odr/.
8. To resolve consumer disputes, the consumer can also use out-of-court settlement of disputes from insurance by initiating proceedings with the Ombudsman of the Czech Association of Insurance Companies. The application is submitted electronically on a form via the platform <https://www.ombudsmancap.cz>.

Article 17. Final provisions

1. The language of communication shall be Czech. The insurance policy shall include the insurance Terms and Conditions. If the insurance Terms and Conditions, the insurance policy or other documents forming part of the binding contractual documentation are drawn up in more than one language, the Czech version shall prevail.
2. The insurer's usual costs associated with the creation and administration of the insurance shall be 30% of the prescribed premium (cancellation fee). In the event of early termination of the insurance for reasons on the part of the policyholder, the insurer shall apply the cancellation fee and settle it on the date of termination of the insurance. If the premium is paid in instalments by agreement of the Parties, the amount of the cancellation fee shall be equal to the premium paid until the end of the current instalment period.
3. These insurance terms and conditions shall come into effect on 1 September 2023.

GENERAL INSURANCE TERMS AND CONDITIONS FOR CIVIL LIABILITY INSURANCE FOR DAMAGE (VPP-C/650-11)

of 1 September 2023

Article 1. Introductory Provisions

The general principles for civil liability insurance for damage are set out in the General Insurance Terms and Conditions for Comprehensive Health Care Insurance.

Article 2. Scope of insurance

If so agreed in the insurance policy, the insurance shall be taken out in the event of the insured person's obligation to compensate for damage resulting from a breach of a statutory duty and a breach of a contractual duty, provided that this contractual duty does not exceed the scope of the statutory duty. The insurance is taken out in the event of:

- a) harm to life and health;
- b) material damage to property (by destruction, damage or disappearance) or to an animal (by injury or death), including the reasonable costs of treatment for injury to the animal, up to the cost of treatment which a reasonable keeper would have incurred;
- c) consequential material damage (consequential financial damage) which is directly preceded by the damage defined in points (a) and (b) of this Article.

Article 3. Time scope of insurance

1. The insurance shall cover the obligation to compensate for damage occurring during the term of insurance, provided that the right to compensation for damage was first asserted in writing against the insured person during the term of insurance.
2. If damage occurs during the term of insurance, but the cause of the damage occurred at a time prior to the conclusion of the insurance policy, it is covered only if the insured person was not or could not have been aware of this cause at the time the insurance policy was concluded.
3. If there is a change in the scope of the insurance during the term of the insurance, the scope of the insurance agreed at the time of the occurrence of the damage shall be decisive.

Article 4. Insured event

1. An insured event shall be the occurrence of an obligation of the insured person to compensate for damage as defined in Article 2 of these GTC, if the insured person has an obligation to compensate for damage as a result of their acts in ordinary civil life or relationship during the term of insurance.
2. If the decision to compensate for the damage is made by a competent authority, the insurer shall be obliged to pay only on the date on which the decision of that authority on the amount of the damage and the insured person's obligation to pay the damage becomes final.

Article 5. Exclusions

1. The insurance does not cover compensation for damage:
 - a) non-material;
 - b) caused by intent, gross negligence, wilful misconduct or malice;
 - c) assumed or acknowledged by the insured person in excess of that provided for by law; and caused in connection with an activity which the insured person carries out unlawfully;
 - d) caused in connection with the imposition of financial penalties (including contractual fines, penalties and other payments of a punitive nature) as a result of the conduct of the insured person;
 - e) caused in connection with the performance of business or other gainful activity (including the activity of cooperatives) and arising from employment and service relationships, including the obligation to compensate for damage in the event of occupational accidents and diseases, including any recourse claims arising therefrom;

- f) arising in connection with the ownership, possession, operation, use or repair and maintenance of all means of transport, including aircraft, including unmanned aircraft, except for the occasional use of sailboats and other non-motorised vessels within the meaning of Part I, Article 1, paragraph 2(g) of DPP-C/630-11 and except for man-powered means of transport;
- g) arising from subsidence and landslides, erosion or undermining;
- h) caused by the introduction or spread of any human, animal or plant disease;
- i) arising from the disappearance, loss, theft or robbery of property;
- j) caused in connection with the provision of any internet services and bulk data processing, data mailbox management, software malfunction or error, programming, viruses and hacking, and caused by destruction, damage or loss of records on audio, visual and data media;
- k) unless the insured person has notified the insurer without undue delay that the injured party insists on compensation for the damage by restoration to its previous state;
 - l) to an item which the insured person uses without authorisation;
 - m) caused to or any damage arising out of goods subject to contracts of carriage, forwarding or similar contracts;
 - n) caused in connection with the unauthorised interference with rights of personality, defamation, libel, slander, unauthorised disclosure or infringement of patent rights or rights arising from the protection of copyright, designs, trademarks, trade name or corporate name;
 - o) caused by neglect of prescribed operation and maintenance or failure to follow a technological procedure;
 - p) caused by delay in the performance of a legal or contractual obligation, consisting in the insured person's failure to perform their legal or contractual obligation in time or at all;
 - q) caused to intangible property;
 - r) caused by gradual ingress of moisture and liquids of all kinds, or by the action of gases, vapours and moisture or by precipitation; caused by dripping or leakage of oils, diesel or other liquids from vessels or tanks, and caused by gradual action of exhalations, emissions, immissions, ashes, smoke or vibrations;
 - s) caused by exposure to radiation of any kind, and by exposure to formaldehyde and asbestos or materials containing asbestos; caused by the handling or storage of gases, explosives, poisonous substances, toxic moulds, sewage and waste of any kind;
 - t) caused by information or advice;
 - u) caused in the course of any sporting activity other than recreational sporting activity, and in the exercise of the right to hunt;
 - v) arising in connection with an activity involving a duty of due professional care;
 - w) caused on meadows, trees, garden, field and forest crops by animals grazing.
2. Unless otherwise agreed in the insurance policy, the insurance also does not cover liability for damage:
 - a) to property taken over by the insured person for the purpose of carrying out the ordered activity (processing, repair, storage, sale, warehousing, etc.);
 - b) on property not owned by the insured person but which the insured persons has lawfully used on legal grounds (lease, loan, etc.), except for damage caused to the leased property by fire, explosion and liquid leaking from a water supply system;
 - c) caused in connection with an activity in respect of which a legal provision imposes an obligation to take out insurance for damage or provides that insurance is to be taken out without the conclusion of an insurance policy on the basis of other facts.
3. The insurer shall not cover damage for which the insured person or co-insured person is liable:
 - a) persons close to the insured person and persons living in the same household;
 - b) to their partners and persons close to them;
 - c) to a business entity in which the insured person, their partners or persons close to the insured person have an ownership interest, up to the amount of the share corresponding to such ownership interest.

4. If damage to property is excluded in these GTC, in DPP-C/630-11 or in the insurance policy, all possible damages resulting therefrom are also excluded.
5. Other cases not covered by the civil liability insurance for damage may be agreed in the insurance policy.

Article 6. Territorial scope of insurance

1. The insurance shall cover insured events whose cause, occurrence and first written assertion of the right to compensation of the injured party against the insured person occurred in the territory of the Czech Republic without limitation.
2. Civil liability insurance according to DPP-C/630-11, Part I. also covers outside the territory of the Czech Republic the insured person's temporary foreign residence in the Schengen area states, if the duration of such stay does not exceed three months from the moment of leaving the territory of the Czech Republic.

Article 7. Insurer's claims payment and contribution

1. The insurer's claims payment shall be limited to the amount of compensation for damage determined by the insurance policy and the applicable legal regulation under which the insured person is liable for the damage or by a decision of a public authority or arbitration on the amount of compensation for the damage, but not more than the limit of claims payment agreed in the insurance policy. This also applies to a mass harmful event.
3. Unless otherwise specified in the insurance policy, the claims payments paid for insured events occurring during each of the 12 consecutive calendar months from the date of commencement of insurance (anniversary date of commencement of insurance) may not exceed twice the limit of the claims payment agreed in the insurance policy.
4. Liability insurance is taken out with a contribution of CZK 5,000.
5. If the sum of compensation for damage in a mass harmful event exceeds the sum insured, the insurance company reduces the compensation paid to all victims in the same proportion.
6. The insurer is also obliged to reimburse reasonable costs:
 - a) corresponding to the extra-contractual lawyer's fees for the defence of the insured person in the pre-trial proceedings and before the court of first instance in the criminal proceedings against him/her in connection with the damage for which the insured person is liable, provided that the obligations imposed by Article 8(1)(a), (d) have been fulfilled;
 - b) of the civil proceedings regarding compensation for damage, where such proceedings were necessary to establish the insured person's liability or the amount of damage, provided that the insured person is liable to pay those costs and the obligations imposed by Article 8(1)(a), (b), (c), (e) have been fulfilled;
 - c) of the defence of the insured person before the Court of Appeal in proceedings for compensation for damage, corresponding to the maximum non-contractual lawyer's fees, as well as the costs of the out-of-court settlement of the injured party's claim, incurred by the injured party, his/her representative or the insured person, as the case may be, if the obligations imposed by Article 8(1)(e), (g) have been fulfilled and if the insurance policy so provides.
7. The insurer shall not be obliged to pay if the insured person:
 - a) without the prior consent of the insurer, has accepted or satisfied, in whole or in part, a claim by the injured party for liability in excess of the amount of the agreed contribution;
 - b) has not raised a statute of limitations objection, has undertaken to pay a time-barred claim without the consent of the insurer or has entered into a court settlement without the consent of the insurer.
8. If the insured person disagrees with the insurer's proposed indemnity, which is in agreement with the injured party, and decides to pursue or continue the proceedings for compensation for damage, the insurer shall provide claims compensation up to the maximum amount for which indemnity could have been provided under the insurer's proposal.

Article 8. Obligations of the insured person

1. In addition to the obligations prescribed by the legal regulations, the insured person shall in particular:

- a) notify the insurer in writing without undue delay (giving full details of the particulars and persons concerned) that an event has occurred which may give rise to a right to a claims payment;
 - b) without undue delay, notify the insurer in writing that the injured party has asserted the right to compensation for damage, express his/her views on the compensation claimed and the amount thereof and authorise the insurer to settle the harmful event on his/her behalf;
 - c) without undue delay, notify the insurer in writing that the injured party has asserted the right to compensation for damage in court or out of court;
 - d) without undue delay, notify the insurer in writing that proceedings have been brought against him/her before a public authority or an arbitration body in connection with the damage sustained and inform the insurer of the name of the defence counsel and the course and outcome of those proceedings;
 - e) comply with the insurer's instructions in the proceedings regarding compensation for damage, in particular to agree with the insurer who will represent the insured person;
 - f) secure against another the right to compensation for damage caused by an insured event;
 - g) upon the instruction of the insurer, file an appeal in the proceedings for compensation for damage;
 - h) warn the injured party of the risk of the insured event, of which he/she knows or ought to know, before the damage occurs;
 - i) act to protect the injured party if the insured person has created a dangerous situation or has control over it;
 - j) comply with the legal obligation to notify the injured party of a breach of obligation which may lead to the occurrence of an insured event;
 - k) notify the insurer without undue delay if the injured party insists on compensation for damage by restoration to the previous state.
2. If the insured person breaches the obligations referred to in point 1) of this Article, the insurer shall have the right to refuse or reduce the claims payment according to the degree of the breach of the obligations in relation to the amount of the claims payment.

Article 9. Applicability

These insurance Terms and Conditions shall enter into force on 1 September 2023.

SUPPLEMENTARY INSURANCE TERMS AND CONDITIONS FOR CIVIL LIABILITY INSURANCE FOR DAMAGE (DPP-C/630-11)

of 1 September 2023

INTRODUCTORY PROVISIONS

These Supplementary Insurance Terms and Conditions for Civil Liability Insurance supplement the provisions of the General Insurance Terms and Conditions for Civil Liability Insurance for Damage VPP-C/650-11 (hereinafter only the „GTC“).

Article 1. Subject-matter of insurance

1. If so agreed in the insurance policy, the insurance shall be taken out in the event of the insured person's obligation to compensate for damage resulting from a breach of a statutory duty and a breach of a contractual duty, provided that this contractual duty does not exceed the scope of the statutory duty in connection with an activity or relationship in ordinary civil life.
2. Civil liability insurance covers the liability of the insured person for damages arising in particular from:
 - a) activities of the insured person in ordinary civil life;
 - b) management of the insured person's household in the place of declared residence in the Czech Republic and the operation of its facilities;
 - c) recreation and entertainment;
 - d) pursuit of sporting recreational activities by the insured person, with the exception of competitions and preparation for them;
 - e) as a result of the actions of the insured person as owner or keeper of domestic and farm animals;
 - f) as a result of the insured person's actions as an owner, operator or user of a non-motorised vessel (including windsurfing) which is not subject to the registration of the State Navigation Administration;
 - g) during the performance of an unpaid internship, traineeship or retraining course in the territory of the Czech Republic.

Article 2. Insured persons

The insurance also covers civil liability of:

- a) auxiliary persons who carry out auxiliary work in the household of the insured person on the basis of a contract not constituting an employment relationship, an agreement to perform work or an agreement for work activity, for damage caused to third parties in the course of such activity, except for damage caused to the insured person or co-insured persons;
- b) persons entrusted by the insured person with the care or routine maintenance of the household or the care of an animal (covered under points 1 and 2 of Article 1, Part I of these supplementary insurance terms and conditions), for damage caused to third parties in the course of such activity, except for damage caused to the insured person or co-insured persons;
- c) natural persons who live permanently in the same household with the insured person and jointly meet the costs of their needs.

Article 3. Special exclusions from insurance

In addition to the general exclusions set out in Article 5, VPP-C/650-11, the insurance does not cover the liability of the insured person for damage arising from the ownership, possession, lease or management of a tangible immovable property or a tangible part of the right of construction, and arising in the premises of any building under construction, reconstruction or demolition, except for self-help reconstruction of the household, unless otherwise specified in the contract.

Article 4. Applicability

These insurance Terms and Conditions shall enter into force on 1 September 2023.

DEFINITION OF TERMS

1. For the purposes of this insurance, **pets and livestock** means dogs, cats, ornamental and song birds, pigs, sheep, goats, cattle, horses, wild animals (beasts, reptiles, monkeys, crocodiles, etc.), other equestrian and draught animals, terrarium animals, rabbits, fur-bearing and laboratory animals kept in limited numbers for hobby purposes, poultry and waterfowl, and an animal used as an assistant for a person with a disability.
1. 1. In no case shall animals used for gainful or business purposes be considered as pets and livestock.
2. **Household** means a household in which the insured person is a registered resident of the Czech Republic and pays for his/her needs. For the purposes of this insurance, an insured household does not include a household used exclusively for recreational purposes.
3. (Legitimate) **possessor** means a person who, in good faith believing that the thing belongs to him/her, disposes of it as his/her own or who exercises a right for himself/herself.
4. **Electric bicycle** means a bicycle equipped with pedals or an electric scooter with an auxiliary electric motor (EPAC bicycle) in accordance with ČSN EN 1519, but which cannot be driven exclusively by this auxiliary electric motor, except in the auxiliary mode when starting. The auxiliary electric drive may have a maximum continuous rated power of 0.25 kW, and its power shall be gradually reduced and finally cut off when the EPAC bicycle reaches a speed of 25 km/h or earlier if the cyclist stops pedalling.
5. **Financial damage** means material damage caused otherwise than by injury, other bodily injury, damage, destruction or disappearance of a thing.
6. **Gross negligence is:**
 - a) An act or omission in which the occurrence of the damage must have been foreseen or anticipated and the participant knew or could and should have known that the damage would occur by such act or omission, but without reasonable grounds relied on its non-occurrence or was aware of the fact that it may occur;
 - b) indifference to the result of the act or the result of the activity;
 - c) knowing breach of a legal obligation.
7. **Bicycle** is a vehicle which has at least two wheels and is propelled solely or predominantly by the muscular energy of the person riding the vehicle, in particular by means of the pedals. A bicycle shall also include tricycles and multicycles, as well as multi-seater bicycles – tandems and similar vehicles propelled by human power.
8. **Theft by burglary** means the appropriation of an insured item or part thereof in such a way that the perpetrator has entered an enclosed insured space by deception, by illegally overcoming a lock or by overcoming another securing barrier by means of force, in accordance with the following points.
9. **Aircraft** means a device capable of exerting forces in the atmosphere to support it from reactions of the air which are not reactions towards the earth's surface. For the purposes of this insurance, a model aircraft whose maximum take-off weight does not exceed 25 kg is not considered to be an aircraft. A drone is understood to be an unmanned aircraft.
10. **Robbery** means the appropriation of an insured item by the perpetrator using violence or the threat of imminent violence against the insured person, a person living in the same household as the insured person or the insured person's representative, with the intention of taking possession of the insured person's property at the place of insurance. Persons whom the insured person has entrusted with the care of his/her insured property shall be deemed to be the insured person's representatives.
11. For the purposes of this insurance, **small vessels** mean, for example, windsurfing boards, canoes, kayaks and other boats not subject to registration by the State Navigation Authority.
12. **Non-contractual lawyer's fee** is the lawyer's fee determined by the provisions of the Lawyer's Tariff on non-contractual fees.
13. **Consequential financial damage** means financial damage which directly precedes the occurrence of damage to the property and the condition for its occurrence is that damage to the property has occurred. This includes, for example, loss of profit or the cost of disposal of the destroyed item.
14. **Consequential financial damage arising out of harm to life and health** means compensation for damage which is the direct result of the harm to life and health (in particular, loss of profit, recourse to health insurance companies, compensation for loss of earnings or pension).
15. **Non-motorised vessel** means non-motorised vessels which are subject to registration by the State Navigation Administration (e.g. sailboats), but also non-motorised vessels which are not subject to such registration (e.g. canoes, dinghies).
16. **Real estate** means land and buildings on land and other facilities.
17. For the purposes of this insurance, a **keeper of pets and livestock** means a natural person to whom the owner of the pets and livestock has entrusted the animal permanently or temporarily.
18. Subsidence means the subsiding of the earth's surface toward the center of the earth.
19. **Auxiliary person employed in the household** means a third person who, on a demonstrably contractual basis not constituting an employment relationship, performs agreed activities in the insured person's household on a temporary or long-term basis, on the basis of an agreement to perform work or an agreement for work activity.
20. **Damage to an item** means a change in the condition of the item that can objectively be remedied by repair or a change in the condition of the item that cannot objectively be remedied by repair but is nevertheless usable for its original purpose.
21. **Fire** means a fire that has started or spread outside the designated fireplace. Damage occurring due to damage or destruction of the insured property caused by the products of the fire or by extinguishment or demolition in the course of fighting a fire or when removing consequences of the fire of a fire may also be covered under this insured risk. However, fire does not include burning and smouldering with limited access to oxygen, nor does it include exposure to a utility fire and its heat. Heat generated by a short circuit in an electrical line or equipment is also not a fire unless the flame generated by the short circuit spreads further.
22. **Professional sporting activity** means sporting activity performed by the insured person for remuneration, irrespective of the type of legal relationship that gives rise to the insured person's entitlement to remuneration (employment relationship, business relationship, etc.).
23. **Simple theft (loss)** means a situation which has occurred without demonstrable forcible overcoming of protective security to prevent theft or without other forcible action and where the insured person has lost the possibility to dispose of the item independently of his/her will.
24. **Temporarily used household** means, for the purposes of civil liability insurance for damage, a household which is used by the insured person only temporarily by virtue of an ownership, lease or other contractual relationship, including a household used for recreational purposes. Temporarily used household does not include employee, student or other residential accommodation of any kind, irrespective of the extent of its temporary occupation by the insured person.
25. **Contract of carriage** includes a forwarding contract.
26. **Landslide, rock or earth collapse** is a phenomenon in which a significant amount of soil, rock or other earth is moved by the action of gravity and caused by a sudden disturbance of the long-term equilibrium to which the slopes of the earth's surface have been brought by evolution.
27. **Avalanche** is a phenomenon in which a mass of snow or ice is suddenly set in motion and rushes into a valley.
28. **Joint household** consists of natural persons who live together permanently and jointly reimburse the costs of their needs (both conditions must be met simultaneously). Cohabitation is permanent if objectively ascertainable circumstances show that the persons intend to establish and maintain such cohabitation and not merely for a temporary period. Joint reimbursement of costs means that individual members contribute to the needs of family life and the needs of the joint household according to their personal and financial circumstances, abilities and means, so that the standard of living of all family members is essentially comparable. The provision of material performance is of equal importance to the personal care of the family and its members.

29. **Construction** shall mean all works of construction which are created by building or assembly technology, without regard to their structural engineering design, the construction products, materials and structures used, the purpose of use and duration (e.g. divisions, pavements, paved areas). Any outdoor swimming pool that is firmly embedded in the ground, including its components and accessories (e.g. roofing, filtration units, steps, counter-currents, water heating systems, reflectors), is also considered a structure.
30. **Harmful event** is an event from which damage has emerged and which may give rise to a right to a claims payment.
31. **Leakage of liquid from a water supply system**
 A right to a claims payment arises where an item has been damaged or destroyed by water, liquid or steam which has leaked as a result of a sudden and unexpected failure, burst or other sudden breach of integrity, outside the place of destination from:
- water catch basins, swimming pools and whirlpools when located at the place of insurance on which the insured structure is located or on the land on which the insured household is located;
 - aquarium, and the damage caused to animals living in the aquarium, plants and other things in the aquarium and damage to the aquarium are not insured;
 - fixed and properly installed water pipes, fixtures and fixed and properly connected sanitary or water heating equipment and drainage pipes inside the building;
 - piping or equipment for warm water, hot water or steam heating inside the building;
 - water, warm water, hot water, steam or sewer mains or connections thereto;
 - duly connected automatic washing machines, dishwashers, water heating equipment and similar appliances;
 - air-conditioning or solar installations;
 - sprinklers or other safety fire-fighting devices.
31. 1. The insurance does not cover damage caused by:
- ingress of groundwater, water during washing or showering;
 - water from open taps;
 - exposure to moisture, rust, fungi or mould;
 - water from floods;
 - atmospheric precipitation;
 - water from sprinklers or other safety fire extinguishing devices during fire fighting;
 - water from sprinkler hoses;
 - water leaked during pressure testing or in connection with repairs to equipment connected to the water or sewer system;
 - earthquake or landslide;
 - loss of water, i.e. in particular the financial loss in value of water that has leaked from the water supply system;
 - damage caused by spillage, splashing, overflow, slow leakage.
31. 2. The insured person is obliged in particular:
- to maintain the water supply system in proper condition;
 - in the case of a construction or part of a construction which is not permanently used, to close, empty and keep empty the water supply installations located therein;
 - during the heating season, empty individual appliances connected to the heating system when it is out of service.
32. **Intentional damage** is damage caused by an intentional act or intentional omission. In case of supply of goods or supply of works and services, intentional damage shall also include knowledge of the defectiveness or harmfulness of the goods produced or supplied or the work or activity carried out or the act performed.
33. **Harm to life and health** includes compensation for reasonable medical expenses, compensation for pain suffered, compensation for disfigurement and loss of amenity, compensation for mental anguish, compensation for maintenance of survivors, compensation for reasonable funeral expenses.
34. **Damage to an item** is damage, destruction or disappearance of an item.
35. **Explosion** is the sudden outward expansion of gases or vapours. However, an explosion is not a sonic boom caused by the operation of an aircraft. An explosion is also not a reaction in the combustion compartment of engines, in the muzzle of firearms and other devices in which the energy of the explosion is deliberately used or in activities in which the energy of the explosion is deliberately used.
36. **Gainful activity** means an activity from which a citizen derives income that is subject to income tax. For the purposes of this insurance, occasional gainful activity which is not carried out by an entrepreneur shall not be regarded as gainful activity.
37. **Annual date of commencement of insurance** shall be the date which, by the number of the day of the month and the name of the month, corresponds with the date of commencement of insurance.
38. **Destruction of an item** means a change in the condition of the item that cannot be objectively remedied by repair, the cost of which has not exceeded the sum insured or the item can no longer be used for its original purpose.