

## GENERAL TERMS AND CONDITIONS For LIABILITY INSURANCE VPPOD 1/16

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### Article 1

#### *Introductory provisions*

1. Liability insurance, which are negotiated by the Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group (hereinafter referred to as the insurer) is subject to the insurance contract, these general insurance terms for liability insurance VPPOD 1/16 (VPPOD) the relevant Additional terms (the DPP), relevant Special insurance conditions (ZPP) and the relevant provisions of Act No. 89/2012 Coll., of the civil code, as amended.
2. Liability insurance is insurance of damage.

### Article 2

#### *The subject of the insurance*

The subject of liability insurance is an obligation by law to compensation for injury as specified in the relevant DPP, ZPP, or in the insurance contract, the insured person, if the obligation to compensate for the injury to the extent and in the amount of designated by law, the VPPOD, the competent The DPP and ZPP, the insurance policy.

### Article 3

#### *Territorial validity of the insurance*

Liability insurance covers the insured events that occur in the location indicated in the relevant DPP, ZPP, or in the insurance contract as the territorial validity of the insurance.

### Article 4

#### *The insurance contract, the emergence and changes of insurance*

1. The insurance policy to the policyholder against the insurer undertakes to provide a third party claim, if an incident occurs, covered by the insurance (insured event) and the policyholder undertakes to pay insurance premiums to the insurer.
2. The insurance contract must be in writing, unless the insurance agreed to a period of less than one year. The same is true for all legal proceedings regarding insurance, unless agreed otherwise.
3. If the policy holder has accepted the offer of the timely payment of insurance premiums in the amount specified in the offer, the contract shall be deemed written form for preserved.
4. Insurance commences on the first day following the day of conclusion of the insurance contract, if it has not been agreed, that it is already concluding the insurance contract or later.
5. Insurance contract can negotiate that liability insurance also applies to the period before the date of conclusion of the insurance contract.
6. Changes in the insurance contract, affecting the amount of insurance or the scope of insurance, can be achieved only by written agreement of the participants, otherwise they are invalid. For changes in the insurance contract that do not affect the amount of insurance or the scope of insurance is not mandatory, the written form, the policy holder may notify such a change by telephone or by electronic mail, the insurer may also make use of electronic

communication resources If the policy holder is expressly in the insurance contract did not dismiss. The insurer may use the address of the residence or seat of the policyholder and the insured person, indicated in the insurance contract in all previously concluded insurance contracts. By analogy, in the insurance contract, the insurer may change the days based on later concluded the insurance contract.

7. Unless agreed otherwise, that the contract of insurance and legal relations arising therefrom shall be governed by the laws of the United States and for disputes arising from the insurance contract are critical with the courts of the United States.
8. An integral part of the insurance contract are VPPOD, the DPP or the ZPP and annexes to the insurance contract.

### Article 5

#### *The rights and obligations of the policyholder and the insured person*

1. The policyholder and the insured person shall truthfully and comprehensively answer written questions asked by the insurer, that are relevant to the insurer decision, how to review the insurance risk, whether you insure and under what conditions. The obligation shall be deemed to be fulfilled if in reply is hidden anything substantial.
2. The policy-holder is obliged without undue delay, notify the insurer of any changes relating to the agreed insurance. The fact that it knows that they do occur, is obliged to notify in advance.
3. Insured person has an obligation to ensure that the insured event occurred, in particular, must not violate the obligations to prevent or reduce the danger or tolerate their violation by third parties. If an insured event has already occurred, the insured person is obliged to take measures in order that the resulting harm patch.
4. The insured has the obligation to notify law enforcement authorities of the injury, suffered in the circumstances giving rise to suspicion of a criminal offence or attempted it.
5. Insured person is obliged to provide to the insurer the assistance needed to determine the cause of the injury, file a truthful explanation of the occurrence and extent and to present the necessary documents, which the insurer has requested.
6. Policyholder or the insured has the obligation to protect against a different rights to the insurer.
7. Policyholder or the insured has the obligation to immediately notify the insurer in connection with the harmful act was against the insured or its employees opened a criminal, administrative or arbitration proceedings.
8. Policyholder or the insured has the obligation to immediately inform the insurer that the victim claims the right to compensation for the damage directly against him or at the Court or other competent authority. In proceedings for compensation for the injury of an insured event is the policyholder or the insured shall be obliged to act in accordance with the instructions of the insurer, the insured person has in particular the obligation not to enter into any settlement without the prior consent of the insurer.
9. The policyholder or the insured has the obligation to notify the insurer, without undue delay, that concluded the additional insurance against the same risk premiums, bring the other insurer and indemnity limits agreed in the other insurance contracts.
10. The policyholder or the insured may not, without the consent of the insurer do anything that increases the insurance risk of a third party, nor does it allow; If it finds that the expenditures without insurer consent, that the risk of increased premiums, the insurer shall notify without undue delay. If the insured foreign insurance risk, has the duty of the insured person.
11. If the policyholder within the agreed insurance, the consumer has the right to so called. Out-of-court settlement of consumer dispute arising from the agreed insurance. In substance, the competent authority of extra-judicial settlement of consumer disputes, Czech trade inspection (the Internet address of the Czech trade inspection: [www.coi.cz](http://www.coi.cz)).

## **Article 6**

### *The rights and obligations of the insurer*

1. Insurer is obliged to transmit to the policyholder the insurance contract, including the insurance conditions and any attachments to the insurance contract. If there is a loss of, damage to or destruction of the insurance contract, the insurer shall issue the policyholder at the request and cost of the duplicate of the insurance contract.
2. Insurer is obliged, in the case of conclusion of the insurance contract in the form of trade at a distance without delay after the conclusion of the insurance contract to pass or send an agreed means of communication the insurance contract, including the insurance conditions and any attachments to the insurance contract.
3. Insurer is obliged in case of occurrence of the insured event, the insured person agree with next steps and request the necessary documents. Without undue delay the investigations necessary to determine the existence and extent of the obligation to perform and communicate the results to the person who has exercised the right to indemnity.
4. Insurer is obliged to provide the policyholder and the insured person insight into the documents of the insurer concerning investigated the incident and take copies of them.
5. Insurer is obliged to return at the request of the policyholder or the insured person's documents, which were provided by the insurer for the insurance or in connection with the investigation of the incident.
6. Insurer has the right to statutory interest on late payments, as well as to its costs associated with processing and delivery for customers, if the policy holder is in delay with the payment of premiums.
7. The insurer is entitled to deduct from the insurance benefits payable accounts receivable insurance or other insurance claims. This does not apply in the case of the obligation to provide insurance benefits from the compulsory insurance.

## **Article 7**

### *Insurance premiums and duration of insurance*

1. Premium is a payment for the agreed insurance.
2. The insurance is agreed upon as regular insurance, if it is not agreed in the insurance contract as a single premium.
3. Right of the insurer to the insured arises on the date of conclusion of the insurance contract, unless agreed otherwise.
4. If it is agreed in the insurance contract payment of insurance premiums on the insurance period, the insurer may take this into account in fixing the amount of the premiums, depending on the number of insurance period.
5. Termination of the insurance as a result of an insured event, the insurer insurance belongs to the end of the insurance period during which the insured event has occurred; in this case, belongs to the insurer of the single premium is always full.
6. Insurer may provide a discount on insurance premiums (bonus), or a premium of insurance (malus) depending on the frequency of claims and the amount of the indemnity paid in the past insurance periods.
7. The insurer is entitled in the context of changes in the conditions decisive for determining the amount of the premium, in particular because of claims inflation (summary of external factors beyond the control of the insurer to increase insurance benefits or costs of the insurer, for example. increase in the prices of goods and services, the number and amount of damage, the scope of insurance protection given by the law, the tax increase) to adjust newly insurance premiums for the next insurance period. The insurer is obliged to communicate to the newly established insurance premiums to the policyholder at least two months before the date of maturity of the insurance premiums for the period in which the amount of the premium change. If the policyholder does not agree with this change, you must assert their opposition within one month from the date on which the proposed amendment to car insurance. In this case insurance shall expire after the insurance period, on which the premiums were paid.

## **Article 8**

### *Interruption insurance*

1. The suspension of liability insurance, the policyholder may request the insurer only for serious reasons, that does not stand on the side of the policyholder and substantially affect the position of the policyholder, insurance risk, insurance risk, or even another fact related with insurance. The insurer has the right to request additional information from the policyholder to verify the reasons given as reasons for the interruption of the insurance policyholder. Decision on the acceptance of the policyholder's application for stay of insurance, it is for the insurer. In one insurance year may be

interrupted only once liability insurance, with a minimum break time must be at least one month. Liability insurance may be suspended on the basis of a written request of the policyholder, the insurer received at least one month before the date of interruption of the insurance.

2. If the liability insurance during the insurance period, lasts for the interruption of the obligation to pay insurance premiums and is not entitled to benefits from the events that occurred at the time of the interruption, and would otherwise have been accidents. Period of interruption insurance is included in the insurance period, only if this is expressly agreed in the insurance contract.
3. Mandatory liability insurance cannot be interrupted, if there are legal reasons for its duration.
4. For non-payment of premiums, the insurance doesn't cut it.

## **Article 9**

### *Termination of the insurance*

1. Liability insurance shall be terminated:
  - a) the expiration of the insurance period) for which it was agreed to liability insurance; If the agreed liability insurance for a limited period, you can negotiate in the insurance contract that the expiration of this period of liability insurance if the insurer or fades, the policyholder at least six weeks before the expiry of the insurance period in writing to the other party has indicated that not interested in the next insurance period;
  - b) by written agreement of the insurer and) of the policyholder; the validity of the agreement on the termination of liability insurance is required, so that the parties have negotiated to compensate; If there is no agreement to the moment of termination of the insurance, the insurance ceases on the date when the agreement came into effect;
  - c) written notice of the insurer or of the policyholder within two months from the date of conclusion of the insurance contract; the end of the eight-day cancellation period, the insurance terminates; in this case, the insurer has the right to a proportionate part of the premium corresponding to the agreed duration of the insurance;
  - d) written notice of the insurer or of the policyholder within three months from the date of the notification of the insured event; the expiry of the one-month notice periods of insurance shall cease; If the policy-holder belongs to the insurer handed the premiums until the end of the insurance period, in which the do-went to the insured event; single premiums to the insurer of the whole, belongs not to unless otherwise agreed in the insurance contract;
  - e) written notice of the insurer or of the policyholder at the end of the insurance period, the agreed common premiums; However, if the notice of termination is delivered to the other party no later than six weeks before the day on which expires the period of insurance, liability insurance, towards the end of the next insurance period;
  - f) lack of insurance, and that the mere lapse of the time limits set by the insurer for at least the duration of one month from the date of receipt of the payment of a premium (the reminder collection letter of the insurer must include a warning that the insurance shall lapse, unless the insured paid or in the additional period of time);
  - g) of the policyholder written notice within one month from the date on which the notice of transfer or part of its portfolio or on the conversion of the insurer, or when the announcement was made that the insurer had withdrawn the authorisation to engage in insurance activity; the end of the eight-day cancellation period, the insurance terminates;
  - h) withdrawal of the insurer from an insurance contract; answer to those interested in the insurance when the negotiations on the conclusion of the insurance contract or the policyholder when the negotiations on the revision of the insurance contract or the insured person intentionally or negligently falsely or incompletely written questions asked by the insurer regarding the facts which are relevant to the insurer decision to review the insurance risk, whether you insure and under what conditions, and to conceal something essential in the response, the insurer has the right to withdraw from the insurance contract, if he proves that the true and full answering questions the insurance contract has not concluded; the insurer may exercise this right within two months from the date when such fact found or had to find out, otherwise the right shall lapse; He resigned from the contract if the insurer has the right to set off the reasonable costs associated with taking out and administering the insurance; withdraw from the contract if the insurer and the policyholder have already been won, the insured person or the other person, it replaces the indemnity within one month from the date when the resignation becomes effective the insurer what paid the claims exceeds the premiums paid;
  - l) termination the policyholder from insurance contracts; the policyholder has the right to withdraw from the contract, if the queries in writing to the insurer on the facts relating to insurance and the insurer refuses to answer these questions truthfully and completely; If the policy-holder withdraws from the contract, the insurer will replace him

within one month from the date on which the withdrawal becomes effective, the premiums paid less what has possibly from insurance fulfils;

j) date of receipt of notification of the denial of insurance benefits, provided that the cause of the insured event was the fact:

- i. learned about that after the establishment of the insurer to the insured event,
- ii. the insurance or in the negotiation of his changes could not figure as a result of a culpable breach of duty leads on insurance when negotiations on the conclusion of the insurance contract or the policyholder during the negotiations on the revision of the insurance contract or the insured person, truthfully or fully to answer the written questions asked by the insurer regarding the facts which are relevant to the insurer decision, how to review the insurance risk, insurance risk, whether you insure and under what conditions, and he would not conceal anything substantial in the response and
- iii. If, upon knowledge of this fact when concluding the contract this agreement has not entered into or if it would be closed for the other terms;

k) the interest for insurance termination of the insurance period; However, the insurer has the right to the insurance up to the time of termination of the insurance interests of the learned;

l) termination of the insurance risk, insurance risk for the duration of the insurance;

m) the death of the insured individual.

2. If the person concerned shall, on the application of the right to indemnity knowingly false or grossly distorted data concerning the extent of the insured event or the essential data relating to this insurance incident at length, the insurer has the right to claim on insurance the Treaty reject. On the day the rejection of indemnity insurance expires.
3. In the case of conclusion of the insurance contract in the form of trade at a distance, the policyholder has the right for any reason to withdraw from the insurance contract within 15 days of the date of conclusion of the insurance contract or from the day on which they were communicated to the insurance terms and conditions, if this communication will occur at his request, after the conclusion of the insurance contract. If the policy-holder withdraws from the contract concluded by way of trade, he returns from a distance, the insurer shall, without undue delay, but not later than within thirty days from the date when the resignation becomes effective, the premiums paid; in doing so, has the right to deduct from the insurance has already fulfilled. If, however, the claim shall be paid in excess of the amount of the premiums paid, the policyholder or the insured person returns, the amount of the indemnity paid to the insurer, which exceeds the premiums paid.
4. The date of the death of the policyholder (which differs from the person insured) or on the date of its demise without legal successor enters the insurance of the insured person. If, however, the insurer shall be notified in writing within thirty days from the date of policyholder of death, or from the date of its demise, that the duration of the insurance is not interested in insurance claims on the date of death, or on the date of termination of the policyholder.

#### **Article 10**

##### *Insured and the insured event*

1. The harmful act is the creation of injury that could be the reason behind the establishment of the right to indemnity.
2. Insured event means the salvage loss event covered by insurance, associated with the emergence of the obligation of the insurer.

#### **Article 11**

##### *Insurance benefits, the cost of court proceedings, salvage costs*

1. Insurer is obliged to provide indemnity to the extent and under the conditions laid down by the insurance conditions and insurance policy.
2. Right to indemnification arises to the beneficiary.
3. Insurer shall initiate without undue delay after notification of the event that the person who is deemed to be a qualifying person, it combines the request for indemnification, the investigation required to ascertain the existence and the extent of its responsibility to pay indemnity. The investigation is completed the communication of its results to the person who has exercised the right to indemnity; at the request of that person, the insurer in writing it shall justify the amount of the indemnity, if applicable, the reason for its refusal.
4. If you cannot terminate the investigation within three months from the date of notification of the insured event, the insurer shall inform in writing why you cannot terminate the investigation. The insurer shall provide, on request, to the person entitled to claim reasonable

advance; This does not apply if there is reasonable cause to advance.

5. Upper limit for the notification of an insured event after the end of the insurance period may not be longer than one that is determined by the law.
6. Indemnity is payable within 15 days after the insurer ended the investigation.
7. Insured person is involved in the claims of each of the insured event the amount agreed in the insurance contract or in the insurance terms and conditions (participation, integral franchise). The insurer shall be deducted from the amount of the indemnity paid to an authorized person.
8. Insurer shall provide indemnity up to a maximum indemnity limit as agreed in the insurance contract.
9. Indemnity paid by the insurer of one insured event shall not exceed the limit of indemnity the agreed in the insurance contract. This also applies for the mail claim.
10. the right to the insurance benefit does not arise, if intentionally caused the insurance event, either the person who exercises the right to indemnification or a third person on its premises, unless otherwise provided by law.
11. Insurer is not obliged to provide indemnity if the policyholder at the time the offer he knew or know should and could, that the insurance event has already occurred.
12. The injured party is not entitled to performance of the action against the insurer, unless so agreed or determined by another law.
13. If as a result of violation of the obligations referred to in article 5 of these VPPOD when negotiations on the conclusion of the Treaty or amend agreed lower premiums, the insurer has the right to reduce the indemnity by a percentage, which is the ratio of premiums received, to the fuse, that he may receive.
14. If a violation of the obligations referred to in article 5, the following VPPOD effect on the occurrence of an insured event, its course, on the increase in the scale of its consequences or on the finding or determination of the amount of indemnity, the insurer has the right to reduce the indemnity in proportion to what the effect of such a violation had on the extent of insurer obligations.
15. If the notification is knowingly false or grossly distorted the essential data concerning the extent of the notified event, or at length, if it knowingly data related to this event, the insurer has the right to compensation for expenses reasonably incurred in the investigation the facts on which it disclosed or concealed. It is considered that the insurer would have incurred costs in the amount of proven effectively.
16. Throws if the policy holder, the insured or any other person who claims the right to indemnity, the costs of the investigation or their breach of duty increase, the insurer has the right to to him appropriate compensation.
17. If the insured has caused the emergence of injury under the influence of alcohol or the use of addictive substances or of such a substance containing the insurer has the right to claim against him what filled in for him.
18. Insurer shall provide indemnity in the domestic currency, unless agreed otherwise. For the conversion of foreign currency is used the Czech National Bank exchange rate on the date of occurrence of the insured event.
19. Insurer will replace the insured person reasonably incurred costs not exceeding non-contractual remuneration of the lawyer:
  - a) for the defence of the insured) in the preliminary proceedings and before the Court of first instance in the criminal proceedings against him in connection with the emergence of the injury;
  - b) the code of civil procedure) about compensation in the first instance, if the procedure was necessary to establish the liability of the insured or the amount of the refund resulting from the injury, if the insured person is obliged to replace these costs;
  - c) the defence of the insured before) in the Court of appeal, the hearing of the claim of the injured party an extrajudicial costs to compensation and other costs, provided that the insurer to pay such costs in writing.
20. Beyond the agreed basic indemnity limit, the insurer shall pay salvage and other costs effectively incurred by the policyholder, the insured or other person:
  - a) avert the imminent when the insured event has already occurred to alleviate the effects of the insured event,
  - b) to move the damaged insured) the obligation of property or its residues from health, environmental or safety reasons, including compensation for the damage suffered by this work. The insurer will pay the demonstrably incurred salvage costs, up to a maximum of 10% of the agreed sum insured or the stipulated limit of indemnity, unless stated otherwise in the insurance contract, with the exception of the costs which were incurred by the rescue of life or health of persons, where the amount is limited to 30% of the agreed basic indemnity limit. Salvage costs that the policyholder has made with the consent of

the insurer and for which otherwise would not be required to, the insurer is obliged to pay without restrictions. If the salvage costs incurred by the insured or other person beyond the scope provided for by law, the other against the insurer of the same right to claim reasonably incurred salvage costs as the policyholder.

#### **Article 12**

##### *General exclusions from insurance coverage*

1. Liability insurance does not apply to the obligation of the insured to replace injured injury:

- a) willful act, Schadenfreude, or another reason especially abject;
- b) as a result of the criminal activities of the insured or of any fraudulent or dishonest acts of the insured or third parties acting on the initiative of the insured person;
- c) the imposition or application of financial sanctions;
- d) in connection with the action that the insured person performs;
- e) by taking over the framework provided for by the legislation;
- f) delays in complying with contractual obligations;
- g) exercise of the right of defective performance or warranty for the quality or quality when taking over;
- h) in connection with a claim to indemnity out of the employer's liability insurance in an industrial accident or occupational disease;
- l) to property that the insured or the beneficiary enjoys unauthorised;
- j) in connection with war and terrorism;
- to) the effects of nuclear energy, the effects of silicates, formaldehyde or asbestos or materials containing asbestos, the effects of toxic substances, toxic mold or waste with toxic characteristics, by magnetic or electromagnetic fields;
- l) genetic changes in the organism, or of genetically modified organisms, including any of them obtained a protein or a product containing GMOs or genetic element modified protein;
- m) in respect of the ownership or operation of the vehicles or vessels concerned, if this obligation to refund subject to the compulsory liability insurance of the vehicle or vessel;
- n) gradual pollution of the environment.

2. The insurance shall not apply, if it is not agreed by the relevant DPP, ZPP, or in the insurance contract, the obligation of the insured to replace injured injury:

- a) loss;
- b) in connection with the ownership or operation of the aircraft and the air-cushion vehicles including construction, repair or installation work on the aircraft;
- c) in respect of the ownership, operation or use of the tram tracks, aerodromes and airports, sea ports, dry docks, docks, piers and harbours including activities associated with them (for example, catering, security service at the airport, securing marking of airport areas, operation of container terminal, which is part of the port and others);
- d) in connection with the shipbuilding, ship repair and disposal of ships including the construction, repair and installation operations on board ships;
- e) in connection with the construction, operation and maintenance of dams, dykes or work under water;
- f) mining, quarrying or driving activities or in connection with the extraction, production or refining of oil and gas;
- g) operation of the motoring and aviation sports activities, or professional sports activities;
- h) interruptions or fluctuations, limitations on the supply of water, gas, electricity or heat;
- l) descent, landslide soil, erosion, undermining, Quarry or shocks as a result of demolition work;
- j) in connection with the construction and operation of landfills with toxic characteristics;
- k) damage, destruction or missing records the audio, Visual and data carriers;
- l) organic injury;
- m) Cyber dangers;
- n) caused by another person in respect of:
  - i. intervention, aiming to prevent the risk of injury to protected values;
  - ii. with the use of coercive means, dog or service weapons;
  - iii. with missing, which was the subject matter of protection carried out by the insured;

o) in connection with any refund given to the Court for the injury of the United States or Canada or granted on the basis of the law of the United States of America or Canada.

3. The insurer shall not provide indemnity in the event that the provision was inconsistent with the law of any State (including international conventions) governing international sanctions in order to maintain or restore or recovery of international peace, safety, the protection of fundamental human rights and the fight against terrorism.

#### **Article 13**

##### *Transfer of rights*

1. Was founded in connection with the impending event of 21st century insurance or to the person who has the right to indemnity, the insured or the person who incurred salvage costs against another the right to compensation for the damage or other similar right, passes this receivable including accessories, reinsurance and other rights associated with it at the moment of payment of indemnity to the insurer up to the amount of the transactions which the insurer has paid to the beneficiary. This does not apply if that person was such a right against the person with her living in the same household or is dependent on her food, unless caused the insured event intentionally.
2. A person whose right to the insurer, the insurer shall issue passed the necessary documents and shall communicate to him everything that is needed to claim. Frustrate the transition law on the insurer, the insurer has the right to reduce the indemnity by the amount that would otherwise be able to obtain. If the insurer has already provided the filling, is entitled to compensation of up to this amount.
3. If the insured person towards the beneficiary or other person entitled to a refund of the sum paid or reduction of pension or to stop its payouts, this right is transferred to the insurer, if the insured person has paid that amount, or for him to be paid a pension.
4. The insurer passes the right to reimbursement of the costs of the proceedings for compensation for the injury that the insured person was granted against the respondent, if the insurer has paid for it.
5. If the insured person gave up or the person who incurred salvage costs, their right to compensation for the damage or other similar rights, or this right on time not redeemed or otherwise undone by the migration of its rights to the insurer, the insurer has the right to reduce the indemnity up to the amounts that would otherwise be able to obtain, unless the legislation provides otherwise. If the consequences of the actions referred to in the first sentence of this paragraph until after the payment of the indemnity, the insurer has the right to return the paid insurance benefits up to the limit of the amounts that would otherwise be able to obtain.

#### **Article 14**

##### *Delivery*

1. All requests and communications, which have an impact on the amount of the premium or the amount of the insurance, shall be made in writing.
2. Documents of the insurer are delivered by the provider of postal services, or an employee of the insurer or other person designated by the insurer at the address indicated in the insurance contract or to the last known address of the insurer.
3. Document the insurer sent recorded delivery postal services operator. Ordinary post, the addressee shall be deemed to have been delivered:
  - a) the third business day after) dispatch of the consignment; by registered mail with acknowledgement of receipt to the date of receipt of the consignment, and even in the case of delivery by another person, whom the post office presented the consignment in accordance with the legal regulations on postal services (e.g. family member);
  - b) the date of receipt of the consignment denied;
  - c) date of return shipment as undeliverable (e.g. If the addressee at the address cannot be ascertained, the addressee did not mark the mailbox in its own name and surname or name, if the addressee has changed, and delivery is not possible);
  - d) the last day of the storage period, if the addressee has not been reached and the document of the insurer was saved the postman at the post office, even if the addressee of the deposit.
4. Unless agreed otherwise, the document to be served through a data box. If no such document shall be served at the time when the data logs on to the mailbox, the person who has given the scope of their permissions to access this document, the document shall be deemed to be delivered on the third day after you send it, even in the event that the addressee of the content, unless otherwise provided by law or other legislation provides otherwise.
5. Unless agreed otherwise, the document to be served electronic message sent using an advanced electronic signature of the consignor, or through the Internet application of the insurer. Documents are served on electronically to an e-mail address provided by the addressee. A document sent to the addressee by the last reported the e-mail address shall be deemed to have been served on the third day after you send it, even in the event that the addressee knew about its content, unless otherwise provided by law or other legislation provides otherwise.
6. All contact addresses for service of documents by insurers are listed on his Web site.

## Article 15

### *Processing of personal data, the communication*

1. The insurer is obliged to dispose of personal information within the meaning of Act No. 101/2000 Sb., on the protection of personal data.
2. The policyholder, the insurer agrees to order his insurance-related information in the information system of the Czech Association of insurance companies (hereinafter referred to as "CZECH") with the expectation that this information may be provided to any member of the ČAP. The purpose of the information system is to collect and process the data to protect the clients and to protect the insurance companies and for the needs of statistics.
3. The policyholder agrees to receive commercial and marketing communications. This approval can be revoked at any time during the duration of the insurance.
4. The policyholder agrees to receive information from the insurer means of electronic communication, if the insurance contract said the e-mail address or phone number. This approval can be revoked at any time during the duration of the insurance.
5. If the policyholder does not agree to the sending of electronic communication resources information pursuant to art. 15 paragraph 1. 4, he cannot send or insurer documents electronic message using an advanced electronic signature of the consignor pursuant to art. 14. 5.

## Article 16

### *Interpretation of the terms*

For the purposes of this insurance shall mean:

1. The regular insurance premium determined for the insurance period and is payable on the first day of the insurance period, unless stated otherwise.
2. The organic injury loss or weakening of the natural functions of the ecosystems, resulting from damage to their folders, or disturbance of the internal links and processes in human activity.
3. The financial sanctions any fine, penalty, or other contractual, administrative or criminal sanctions, with the exception of the penalties imposed in connection with the calculation of taxes and fees and vouchers or public insurance premiums (such as health, social).
4. Mail the harmful act more together time-related item of the event, resulting directly or indirectly from the same source, causes, events, circumstances, defects or other hazard, and are considered one claim. For the formation of the bulk of the incident is determined the creation of the first event in the series.
5. The integral franchise sum agreed in the insurance contract, to which the indemnity is not provided; in the case where the claim exceeded the agreed amount of the franchise, the amount is not deducted from the indemnification. Fixed amount may be fixed in CZK or a fixed percentage.
6. A one-off insurance premium determined for the entire insurance period and is payable on the date of commencement of the insurance.
7. Cyber dangers any loss, alteration or damage or reduction of functionality, availability or operability of computer systems, hardware, programs, software, data, data warehousing, microchips, integrated circuits or similar elements, regardless of whether it is or is not part of computer equipment damaged in connection with the performance of the activity of the insured person.
8. Compensation limit maximum limit of indemnity provided.
9. The draft insurance contract Offer, drawn up by the insurer.
10. Trade, at a distance of the insurance contract in the form in which means of communication were used without simultaneous physical presence of the parties.
11. The policyholder, the insured person or any other person as a result of an insured event arises the right to indemnity.
12. The vessel a vessel within the meaning of Act No. 114/1995 Sb. on inland navigation and the Decree No. 223/1995 Sb., on the eligibility of vessels for use on inland waterways, as amended.
13. Undermining seminar on the process in the human territory, where it has been or is operated by underground mining. built underground construction, with the result that there has been a distortion, the overburden and the consequent decline in subsidence of the surface or the territory.
14. The missing property:
  - a) theft i.e. theft appropriation of insured property, its parts, or accessories in cases where the intrusion into the place where the property was saved, there was found a way (e.g. with traces of violence);
  - b) theft robbery i.e. appropriation of insured property, its parts, or accessories so that the perpetrator used against the insured or other

person in charge of the insured person to violence or threats of imminent violence;

c) the loss of the asset or part of the i.e. The State, when the insured person independently of his will lost the ability to dispose of the assets, does not know where the property is located, or if the property still exists at all.

15. The insurer legal person who is authorized to carry on insurance business in accordance with applicable law.
16. The policyholder the natural or legal person who has concluded an insurance contract with the insurer.
17. The insured risk is a possible cause of the insured event.
18. The insured period time period agreed in the insurance contract, for which the normal premiums. If it is not agreed in the insurance contract the insurance period as the time period (yearly, half-yearly or quarterly), for which they pay the normal premiums, premiums shall be deemed agreed annual period.
19. Insured risk is a measure of the probability of occurrence of the insured event the insured risk.
20. The insured person on whose responsibility or another value of insurance interest, covered by insurance.
21. Victims legal or natural person who has suffered loss or injury (third party).
22. Impairment of assets change in assets that it is objectively possible to delete or change the State of repair of the property, that objectively it is not possible to remove the patch, however the assets to use for its original purpose.
23. Professional sports activities of any sports activity which the natural or legal person performs for consideration, as well as all of the preparation for this activity.
24. Descent soil falling towards the center of the Earth's surface of the Earth due to the action of natural and climatic influences or human activity.
25. Landslide soil movement from higher altitudes to lower slope that occurs under natural or weather or human activity in violation of the conditions of equilibrium of the slope.
26. Participation sum agreed in the insurance contract, to which the indemnity is not provided. This is the amount that the insured person involved in insurance. Fixed amount may be fixed in CZK or a fixed percentage.
27. A consumer is a natural person who is not acting in the course of his business or in a separate exercise of their profession.
28. Damage insurance is insurance, the purpose of which is in the named range in the form of indemnity to compensate the loss of property incurred as a result of the insured event.
29. The policyholder, the insurer and the insured parties and insured and any other person that insurance right or obligation.
30. The injury property damage (shame) and non-material damage specified in relevant DPP, ZPP, or insurance policy.
31. The effects of nuclear energy of the injury incurred as a result of ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, as a result of radioactive, toxic or otherwise risky or contaminating characteristics of any nuclear facility, the reactor, nuclear Assembly or nuclear component or by any weapon using atomic or nuclear fission, the synthesis or another similar reaction, radioactive force or materials.
32. Willful Act such a venue that pest knew that its conduct injury causes, or that it may cause, and he wanted to cause (a direct intention), or that he knew that the pest can harm the cause, and in the event that the damage will occur, he was with agree (indirect intention).
33. The war and the war on terror, insurrection, riot or other mass violent riots, strikes, lockouts, terrorist acts of the work (i.e., violent acts motivated politically, socially, ideologically or religiously), or Government measures for any purpose other than to reduce the extent of injury.
34. The vehicle a road vehicle, special vehicle, historical and sports a vehicle within the meaning of Act No. 56/2001 Coll., on conditions for use on the road, as amended. A road vehicle is motor and non-motor vehicle, which is manufactured for the purpose of traffic on the roads for the transport of persons, animals or things (motorcycles, cars, buses, trucks, special vehicles, trailers- non motorized vehicles intended to tow another vehicle, with which it is associated in the set, the other road vehicles). Special vehicle is a vehicle made for purposes other than for use on the road, which may be subject to conditions laid down by law for use on the road approved (agricultural or forestry tractors and their trailers, machinery self-propelled, towed, non-motorised machines working industrial machines, non-motorised vehicle towed or pushed by foot going person, wheelchair with motor, if their width exceeds 1m, exceeds the speed of 6 km/h or their it exceeds the 450kg). Historic vehicle (sports car) vehicle registered in the registry

of historical vehicles (sports cars), and for which the licence was issued the historic vehicle (sports car).

35. Environmental pollution any environmental damage or its components as a result of human activity caused by bringing in such a physical, chemical or biological agents, which are by their nature or quantity, foreign for the environment and its components.
36. The destruction of property to change the State of the asset you objectively it is not possible to remove, repair and, therefore, can no longer continue to use the property to its original purpose.

**Article 17**  
*Final provision*

These VPPS will become effective on 1 January 2004. April 2016