

General part

1. Opening provisions

- 1.1. Travel health insurance for foreign nationals (hereinafter referred to as "THI"), which is concluded by UNIQA pojišťovna, a.s. (hereinafter referred to as the "insurer"), is governed by the insurance contract, by these general insurance conditions (GIC), as the case may be by other documents that are always explicitly indicated as being part of the insurance contract, and by the legal order of the Czech Republic and the relevant legal regulations, in particular Act No. 89/2012 Sb., the Civil Code. Should any of the above-mentioned documents contain variant regulation in accordance with the law, the provisions stated directly in the insurance contract or in the insurance conditions shall apply.
- 1.2. THI is arranged as damage insurance.
- 1.3. The following types of insurance may be arranged under THI, and are further regulated in the special part of these GIC:
 - A) Comprehensive healthcare insurance for foreign nationals (hereinafter referred to as "CHC")
CHC may be arranged in the following plans:
KOMPLEX - basic scope of insurance
KOMPLEX+ - includes insurance benefit even in the event of:
 - the practice of publicly-organised sporting competitions, matches, or races in any kind of sport and in preparation for them
 - professionally-practised sport of any kind, including trainingKOMPLEX2 - includes care relating to the pregnancy of an insured mother and the birth of her child.
CHC is sickness insurance under Section 2847 of the Civil Code, but is not arranged to the extent of public health insurance
 - B) Liability insurance
The insurance includes only those types of insurance that are expressly arranged in the insurance contract.
- 1.4. The THI insurance contract is a document of travel health insurance for a stay of longer than 90 days pursuant to Section 180j of Act No. 326/1999 Sb. on the residency of foreign nationals within the territory of the Czech Republic, as amended.

2. General provisions

- 2.1. On the basis of the concluded insurance contract, the insurer undertakes to provide insurance benefit to the agreed extent in the event of an insured event and the policyholder undertakes to pay a single premium to the insurer. Excess to be paid by the insured has not been arranged.
- 2.2. Insurance benefit limits are specified in the insurance contract.
- 2.3. Legal acts relating to insurance must be taken in writing. All changes must be made in writing; otherwise they are invalid. A signed document on paper or an act done by electronic or other technical means is deemed to be "in writing". For the avoidance of doubt, the parties agree that the requirement of "in writing" is also fulfilled if an act is taken in the form of an electronic message in a format that sufficiently secures its content against alteration and bears the electronic mark of the acting person in accordance with special legal regulation. The Czech language is the language of communication.
- 2.4. An assistance service or a health insurance company operating in the Czech Republic may be a partner to the insurer.

- 2.5. The insurer issues these GIC in the Czech language and also provides translations into English, Ukrainian, and Russian. The wording in the Czech language is decisive.
- 2.6. The rights and obligations arising from THI are governed by the law of the Czech Republic. All disputes arising out of or in connection with the insurance shall be settled at the court having jurisdiction in the Czech Republic.

3. Duration of insurance, insurance period

- 3.1. THI is concluded for a fixed term. THI commences at 0.00 a.m. on the date agreed in the insurance contract as the beginning of the insurance, but not earlier than 0:00 hours on the day which immediately follows the date of conclusion of the insurance contract, and expires at 24:00 hours on the date agreed in the insurance contract as the end of the insurance. If the KOMPLEX2 plan has been arranged, CHC applies for the duration of the insurance of the mother and her newborn up to and including the 14th day of the life of the newborn.
- 3.2. **In the case of pregnancy, a waiting period of 3 months from the date of commencement of insurance is agreed for CHC insurance, and for childbirth a waiting period of 8 months from the date of commencement of the insurance** - these waiting periods do not apply if the KOMPLEX2 plan of CHC insurance has been arranged.
- 3.3. **In the case of nursing care, a waiting period of 36 months from the date of commencement of insurance is agreed in CHC insurance.**
- 3.4. The insurance contract shall come into force, at the earliest, at the time of payment of the full amount of the single premium, unless otherwise agreed in the insurance contract.
- 3.5. THI may not be interrupted unless otherwise agreed.

4. Territorial validity of the insurance

- 4.1. The insurance only covers insured events occurring during the insured's lawful stay within the territory arranged in the insurance contract.
- 4.2. The insurance may be arranged for the territory of the Czech Republic and the entire Schengen Area.
- 4.3. If the insurance is arranged to include the Schengen Area, the insurance outside the Czech Republic only covers the a tourist stay by the insured, without any short-term gainful activity, namely only the provision of necessary and urgent care, including the costs of transport to the nearest appropriate hospital or doctor.

5. Premium

- 5.1. The premium is the payment for the provision of insurance. The size of the premium is determined on the basis of the rates set by the insurer for each type of insurance according to the principles of actuarial science.
- 5.2. The premium is set for the entire arranged period of insurance (single premium), unless otherwise agreed in the insurance contract.
- 5.3. The single premium is payable in full on the date of conclusion of the insurance contract.

6. Insurance benefit

- 6.1. The insurer shall provide insurance benefit to a maximum of the agreed sums insured, limits, and sub-limits with respect to the exclusions from insurance, either to the beneficiary upon submission of the prescribed documents or directly to the relevant contracted healthcare facility.
- 6.2. Insurance benefit is payable within 15 days of the date on which the insurer completes the investigation necessary to establish the extent of its obligation to pay benefit. The insurer is under obligation to complete the investigation within 3 months of the date on which the event to which the claim for insurance benefit relates is reported to it. If the insurer is unable to complete the investigation within that time, the insurer shall inform the person whose right to insurance benefit is to be established or has been established of the reasons why the investigation cannot be completed and shall, at their request, provide them with a reasonable advance, if there is no reasonable ground for refusing to do so. This period shall not run if the investigation is prevented or hindered at the fault of the beneficiary, the policyholder, or the insured.
- 6.3. Insurance benefit is payable in the Czech Republic and in domestic currency in non-cash form, unless otherwise agreed in the insurance contract. The exchange rate of the Czech National Bank (hereinafter referred to as "CNB") for the 1st business day of the month in which the insured event occurs shall be used for the conversion of foreign currency.
- 6.4. The insurer may reduce the insurance benefit in the case of damage insurance by the compensation for damage that has been or shall be provided to the insured by a third party that is under obligation to pay compensation for damage resulting from the insured event.
- 6.5. In the case of an insured event when the duration of the insured event continues beyond the time of expiration of the insurance, the right to insurance benefit is only established for the period of time until the expiration of the insurance.

7. Expiration of the insurance

- 7.1. **If the insurance expires before the date of commencement of the insurance, the insurer shall refund to the policyholder the premium received less the costs of concluding the insurance contract, which is usually 20% of the premium received.**
- 7.2. **If the insurance expires, for any reason, during the term of duration of the insurance, the insurer is due the relevant portion of the single premium for the term of duration of the insurance plus the costs associated with the establishment and administration of the insurance, which is usually 20% of the premium received. If the insurance expires as the result of an insured event, the insurer is due the single premium in full.**
- 7.3. The insurance expires with the death of the insured (this does not stand for the KOMPLEX2 plan), on the date of refusal of repatriation by the insured or their lawful guardian, with the expiration of the validity of the visa to stay in the Czech Republic or on the date of refusal of an application for a visa to stay in the Czech Republic, on the date on which the insured's stay in the Czech Republic ends or on the date on which a decision on expulsion or on administrative expulsion becomes final, or on the date of expiry of refugee status or the status of holder of international protection.
- 7.4. The insurance shall also expire on the date specified in a written agreement between the insurer and the policyholder or with the passing of the term for which the insurance has been arranged.
- 7.5. The insurance shall also expire on the date on which the policyholder or the insured notifies and proves to the insurer that the insured has become a participant in public health insurance pursuant to Act No. 48/1997 Sb. on public health insurance and amending and supplementing certain related acts (on the basis of an employer-employee relationship within the territory of the Czech Republic or the award of permanent residency within the territory of the Czech Republic).

8. Rights and obligations of the policyholder, the insured, and beneficiaries

- 8.1. In the case of third-party risk insurance, the policyholder is under obligation to familiarise the insured with the content of the insurance contract which concerns the insurance of their risk and with their rights and obligations arising from this contract, and to do so before the establishment of the insurance.
- 8.2. The policyholder or the insured or whoever considers themselves to be a beneficiary is, in addition to the obligations laid down in legal regulations, under obligation to:
 - a) answer the insurer's written questions truthfully and in full;
 - b) promptly report to the insurer any changes to the information in the insurance contract and in replies to the insurer's written questions;
 - c) take care that an insured event does not occur and do everything possible to prevent or mitigate its consequences;
 - d) follow the instructions of the insurer's partner, the GIC, and the insurance contract;
 - e) in the event that the insurer's partner or the insurer has not covered costs directly, notify the insurer of a harmful event in writing immediately; fill in notification of an insured event without undue delay and submit the required documents, or, if requested by the insurer, supplement the information about the insured event and submit other necessary documents; all documents submitted must be written in English or Czech - otherwise the insurer will arrange for their translation at the insured's expense;
 - f) provide the insurer with all truthful information about the occurrence, course, and consequences of a harmful event and, in case of doubt, prove entitlement to insurance benefit to the insurer;
 - g) provide the insurer with all coercion required in the investigation of a harmful event, in particular notify the insurer of any other insurers and sums insured under other insurance contracts relating to the same risk, and provide the insurer with all documents required by the insurer as essential for the investigation of the harmful event;
 - h) at the request of the insurer, exempt a third party (in particular a doctor) from confidentiality with regard to facts relating to a harmful event;
 - i) secure against another person the right to compensation for harm caused by an insured event or any other similar right.
- 8.3. Should a harmful event occur, the insured is, in addition to the obligations set out in the general part of these GIC, under obligation to:
 - a) do everything that may reasonably be required to mitigate the consequences of the harmful event;
 - b) **always and without delay, if their medical condition permits, contact the insurer's partner, or the insurer**, follow their instructions and, if requested, undergo a medical examination at a healthcare facility designated by the insurer's partner;
 - c) seek medical treatment if necessary and show proof of insurance;
 - d) comply with the instructions of the insurer's partner, the attending doctor, and the prescribed treatment regime;
 - e) undergo treatment or examination by a doctor specified by the insurer's partner or the insurer;
 - f) undergo repatriation, arranged by the insurer's partner, if their medical condition allows as such or if the period of provision of health care continues beyond the duration of the insurance;
 - g) at the request of the insurer, exempt the healthcare provider from confidentiality and provide the insurer with written authorisation to obtain information which is subject to the mandatory confidentiality of healthcare institutions, commercial and health insurance companies, the Police of the Czech Republic and the Ministry of the Interior of the Czech Republic and which is necessary for the insurer's investigation in the event of a harmful event.
- 8.4. Should a healthcare facility which does not have a contract with the insurance company demand coverage of the costs of a harmful event from the insured, the insured is under obligation to:

- a) take possession of all necessary documents and submit them to the insurer's partner or the insurer without undue delay;
 - b) reimburse the healthcare facility which does not have a contract with the insurance company for reasonable and provable costs in cash.
- 8.5. Notification of a harmful event, including attachments, must include:
- a) the exact date, place, cause, and circumstances of the occurrence of the harmful event, and the extent thereof;
 - b) medical reports or another document which describes the medical condition of the insured, including diagnosis codes, and a complete list of medical procedures performed, with description, codes, scoring, if applicable the price and date of provision, the names and quantities of prescribed medicinal products, including prices, a list of medical materials and services used, including prices; documents (invoices and receipts) for the coverage of costs stating the amount and subject-matter of coverage;
 - c) a copy of a doctor's prescription for medicines in the case of outpatient treatment;
 - d) information on the coverage of costs, indicating the amount and the subject-matter of coverage. The insurer may request other documents, such as a police report, official death certificate, etc.
- 8.6. The policyholder, the insured, or the beneficiary has the right to address a complaint to the insurer's Complaints Department or to the CNB (Supervision of the Insurance Industry Department).
- 8.7. In the case of non-life insurance, Česká obchodní inspekce (Czech Trade Inspection Authority), Štěpánská 796/44, 110 00 Praha 1, www.coi.cz, is the competent authority for any alternative dispute resolution with the insurer. If the policyholder has taken out the insurance online, the policyholder has the right to resolve a consumer dispute via the electronic platform located at the website <https://webgate.ec.europa.eu/odr/>.

9. Rights and obligations of the insurer

- 9.1. The insurer has the right to reduce the insurance benefit in the event that the insured has not complied with the contractually-agreed obligations, in particular in the event of late notification of a harmful event, in the event of providing incomplete information in notification of an insured event, and in the event that the insured makes the investigation of the damage more difficult or increases the insurer's costs by failing to contact the insurer's partner.
- 9.2. The insurer has the right to a refund of the costs reasonably expended in investigating facts about which false or grossly misrepresented information has been knowingly communicated to it, or when information has been knowingly withheld from it.
- 9.3. The insurer shall, in addition to the obligations laid down by law, provide the policyholder, at their request and expense, with an appropriate counterpart if the insurance contract or proof of insurance is lost or destroyed.

10. Delivery of documents

- 10.1. The insurer shall deliver documents to an address in the Czech Republic by post as ordinary or registered post or using any other appropriate method, unless otherwise agreed. In the case of a legal act taken by electronic or other technical means, the insurer shall deliver documents to the e-mail address specified in the proposal to enter into a contract / the insurance contract or to another e-mail address which, in the event of a change of this e-mail address, has been provably communicated to the insurer.
- 10.2. If the addressee of the document has not been reached, even though they are staying at the place of delivery, it shall be delivered to another adult living in the same apartment or house, working in the same place of business, or employed at the same workplace, if they are willing to attend to the delivery of the document. If the document cannot be delivered in this way, it shall be deposited with the post office, which shall call on the addressee to collect the

document in an appropriate way. The consignment is deemed to have been delivered on the third business day after sending, or on the fifteenth business day in the case of sending abroad.

Special section

Part A Comprehensive healthcare insurance for foreign nationals (hereinafter referred to as "CHC")

Article 1 - Interpretation of terms

- 1. **Comprehensive health care** means health care provided to the insured with a view to maintaining their medical condition from the time before conclusion of the insurance contract. Comprehensive health care consists of outpatient and inpatient medical care, including diagnostic care, preventive care, dispensary care, emergency and rescue services, the provision of medicines, the transportation of patients, and as the case may be repatriation of the insured or the insured's bodily remains. The KOMPLEX2 plan also includes care relating to the pregnancy of an insured mother and the birth of her child (children). Comprehensive health care must be provided within the network of contracted healthcare facilities (i.e. facilities in the Czech Republic with which the insurer has concluded a contract for the provision of health care in connection with this insurance), always to a maximum of the extent of health care normally covered by public health insurance in the Czech Republic (i.e. to a maximum of the amount of coverage and the extent of health care which is fully, or in the case of medicines even partially, covered by public health insurance in the Czech Republic, and whose provision or coverage is not tied to the decision of the reviewing doctor, expert committee, or other body of a health insurance company - regulatory fees and supplementary payments are not deemed to be the coverage of health care). At the same time, the size of coverage of the costs of health care provided by a health care facility in the Czech Republic (or in another Schengen Area Member State) which does not have a contract with the insurance company may not exceed the standard coverage from public health insurance in the Czech Republic (or in another Schengen Area Member State) that would be pertinent to such health care.
- 2. **Required and urgent care** means health care provided to the insured or to the newborn of the insured under the KOMPLEX2 plan. Required and urgent care consists of the required care of medical emergency and rescue services, of the transport indicated by a doctor to the nearest professionally-competent healthcare facility, of the determination of a diagnosis and treatment procedure, including the necessary examinations, of required and urgent medical procedures, including the necessary medicines and medical material, of necessary hospitalisation for the period of time that is strictly necessary, to a maximum of the extent of required and urgent care covered by public health insurance in the Czech Republic. At the same time, the size of coverage of the costs of health care provided by a health care facility in the Czech Republic (or in another Schengen Area Member State) which does not have a contract with the insurance company may not exceed the standard coverage from public health insurance in the Czech Republic (or in another Schengen Area Member State) that would pertain to such health care.

Article 2 - Subject-matter of insurance

- 1. The subject-matter of the insurance is coverage of the costs of health care provided to the insured to the extent of the most comprehensive medical care. The scope of the insurance depends on the type of residency of the insured, on the place of residency of the insured, and on the care provider, which is a healthcare facility.
- 2. Such costs must be caused by a change in the insured's medical condition or the need to prevent adverse changes in the insured's medical condition.

Article 3 - The insured

- 1. Only foreign nationals in good health may become insured.

2. **Persons with severe nervous disorders, persons with mental illness, and persons suffering from deafness (bilateral), blindness (bilateral), paralysis, drug and/or alcohol addiction or addiction to medication, cirrhosis of the liver, cancer, malignant tumour (carcinoma), TB, kidney dialysis, HIV infection, and/or AIDS are uninsurable.**
3. An insurance contract may not be validly concluded with an uninsurable person and the insurance is not established under these GIC. If, however, an insurance contract is concluded with an uninsurable person, the insurance contract is void from the outset and no insurance is established at all.

Article 4 - Insured event

1. An insured event is an illness, an injury, or a negative change in the insured's medical condition as a result of which it was necessary to provide the insured with medical care or assistance services in accordance with the scope of the agreed insurance and the insured was obliged to reimburse the medical facility for the costs incurred in providing such medical care or to reimburse the provider for the costs of assistance services.
2. The subject-matter of insurance benefit is the necessary and reasonable costs justifiably and provably incurred in accordance with applicable medical and legal regulations for:
 - a) comprehensive health care provided to the insured by a contracted healthcare facility;
 - b) required and urgent health care provided to the insured by a local healthcare facility not having a contract with the insurance company, only to the extent necessary, or until the insured reaches a condition that allows the insured to be transported to a contracted healthcare facility or repatriated;
 - c) postnatal health care for newborns insured under the KOMPLEX2 plan;
 - d) repatriation of the sick insured, as organised by the insurer's partner;
 - e) repatriation of the insured's bodily remains, as organised by the insurer's partner.
3. Events arising from a single cause and comprising all facts and their consequences, between which there is a causal, temporal, or other direct link, are deemed to constitute a single insured event.

Article 5 - Insurance benefit

1. The insurance is arranged within the scope of comprehensive care, which is provided to a maximum of the extent of public health insurance, but with arranged exclusions from insurance and with arranged insurance benefit limits.
2. The insurance covers:
 - a) outpatient medical treatment;
 - b) a stay in a hospital in a standard ward room for the time strictly necessary, as substantiated by a medical report;
 - c) medical devices relating to the treatment of the insured which are covered by public health insurance;
 - d) diagnostic examinations that are covered by public health insurance;
 - e) the cost of medically-indicated transport to the nearest appropriate hospital or doctor;
 - f) urgent operations;
 - g) medicines prescribed by a doctor in the name of the insured on an outpatient basis in connection with the provision of health care within the scope of the arranged insurance plan, save the exclusions specified in these GIC, to a maximum of the limit arranged in the insurance contract. The maximum amount of insurance benefit for the coverage of the costs of a medicine prescribed by a doctor to the insured on an outpatient basis is equal to the amount of coverage for that medicine from public health insurance in the Czech Republic, which is specified in the presently-valid regulation of the Ministry of Health of the Czech Republic ("seznam

léčivých přípravků hrazených a částečně hrazených ze zdravotního pojištění" - list of medicines covered and partially covered by health insurance);

- h) dispensary care relating to illnesses and injuries the cause of which arises after the commencement of insurance;
 - i) treatment in connection with an allergy, if this is the first occurrence of that specific type of allergy in the insured, including subsequent necessary allergological or immunological examinations - however, it does not cover medicines and supportive measures relating to the diagnosis;
 - j) if KOMPLEX2 insurance is valid at the time of the occurrence of the harmful event or the waiting periods under the KOMPLEX plan have already expired, all medical care which the insured undergoes in connection with pregnancy and childbirth in the insurer's contracted facility or in another facility approved in advance by the insurer is covered;
 - k) postnatal healthcare for a newborn in the case of the KOMPLEX2 plan for a maximum of the first 14 days of the newborn's life;
 - l) dental treatment for pain relief, simple dental fillings, and dental treatment in the event of an injury.
3. The insurer shall provide insurance benefit by providing assistance services, namely repatriation of the sick insured or of the insured's bodily remains, as organised by the insurer's partner after approval by the insured's attending doctor or the insurer's partner's specialist doctor, to the country whose travel document the insured holds or held, or to the country in which the insured has or had permission to reside. Repatriation is not possible to areas that the Ministry of Foreign Affairs of the Czech Republic (MFA) has designated on its website as a war zone or to which it does not recommend or prohibits travel.
 4. The insurance covers the costs of preventive care to the following extent, unless otherwise agreed in the contract:
 - a) a preventive check-up for an adult by a general practitioner once a year;
 - b) a preventive check-up 10 times a year by a paediatrician;
 - c) a preventive check-up once a year by a gynaecologist for women aged 15 years and over;
 - d) a preventive check-up once a year by a dentist;
 - e) compulsory vaccination to a maximum limit of CZK 20,000 per year.
 5. The arranged insurance benefit limit for one insured event is EUR 400,000, unless otherwise agreed in the insurance contract.

Article 6 - Exclusions from insurance

1. **The insurance does not cover events that occurred:**
 - a) **before payment of the premium;**
 - b) **outside the territory of the Czech Republic in connection with a stay other than a tourist stay by the insured;**
 - c) **outside the arranged territorial validity of the insurance and outside the arranged scope of insurance.**
2. **The insurer is not obliged to provide insurance benefit in the case of:**
 - a) **illnesses and injuries occurring in connection with events of war, civil war, civil unrest, acts of violence, including acts of terrorism, in which the insured actively participated; penetrating radiation, nuclear reaction, or radioactive contamination; the effects of chemical or biological weapons;**
 - b) **artificial insemination, the examination and treatment of infertility or sterility, contraception and related procedures, abortion without documented serious medical indication;**
 - c) **physical care or a stay at a spa, sanatorium, health resort, convalescent home, treatment institute, etc.;**
 - d) **cosmetic treatments and their consequences, chiropractic procedures or therapies, acupuncture or homeopathy,**

- adjustments to teeth and jaws, the making and repair of prostheses, orthoses, epitheses, spectacles, contact lenses, hearing aids, electric wheelchairs and myoelectric prostheses, the treatment of speech defects;**
- e) **the performance of procedures outside a healthcare facility that are not performed by a doctor or nurse qualified to perform them, or treatment that is not scientifically or medically recognised;**
 - f) **rehabilitation, training therapy, and self-sufficiency training, save post-accident or post-surgical procedures;**
 - g) **illnesses and injuries occurring in connection with the practice of publicly-organised sports competitions, matches, or races in any kind of sport, professionally-practised in any kind of sport. This exclusion does not apply if the KOMPLEX+ plan has been arranged;**
 - h) **events whose symptoms occurred before the conclusion of the insurance contract or must have been known to the insured or the policyholder before the conclusion of the insurance contract;**
 - i) **an event when the insured travels to the Czech Republic or another Schengen Area Member State for the purpose of receiving medical care or undergoing a medical procedure;**
 - j) **events arising from refusal to be examined by a doctor specified by the insurer or its partner;**
 - k) **an event where the insured or their representative signs informed non-consent;**
 - l) **the coverage of medicines or medical devices not prescribed by a doctor;**
 - m) **postnatal care of a newborn born to the insured during the period of insurance, unless the KOMPLEX2 plan has been arranged;**
 - n) **gender reassignment.**
- b) damage to the property of a third party, if liable for the damage;
 - c) the costs necessary for the legal defence of the insured against a claim which the insured and the insurer consider to be unjustified.
2. The insurer shall cover on behalf of the insured the costs:
 - a) which correspond to the maximum lawyer's fee laid down by law for defence in preliminary proceedings and in proceedings before the court of the first instance in criminal proceedings conducted against the insured in connection with the damage or, in the case of bodily injury or death, harm to be covered by the insurer;
 - b) proceedings for compensation for damage or, in the case of bodily injury or death, harm before the court of the first instance if such proceedings were necessary to establish the liability of the insured and the insured is obliged to pay such costs; however, the costs of the legal representation of the insured shall be covered by the insurer provided that it has undertaken to do so in writing;
 - c) the out-of-court settlement of a claim for compensation for damage or, in the case of bodily injury or death, harm suffered by the injured party;
 - d) the defence of the insured before the court of appeal in criminal proceedings, proceedings for compensation for damage or, in the case of bodily injury or death, harm before the court of appeal, or own expenses incurred in such proceedings, provided that the insurer has undertaken in writing to cover them.
 3. If the insured knowingly misleads the insurer about material circumstances concerning the legitimacy of a claim for compensation for damage or, in the case of bodily injury and death, harm, or its amount, the insurer shall have the right to proportionately reduce the insurance benefit.
 4. The insurer has the right against the insured to recover part of the compensation for damage or, in the case of bodily injury and death, harm which the insurer has provided as insurance benefit under this insurance if the insured event was caused under the influence of alcohol, an addictive substance, or a preparation containing such a substance.
 5. Payment of benefit by the insurer for a single harmful event is limited by the arranged insurance benefit limit. **The arranged insurance benefit limit is available a maximum of three times for all harmful events occurring in the insurance year. In the event of a harmful event, the benefit paid by the insurer is reduced by the excess specified in the insurance contract.**
 6. Whether there is an obligation to pay compensation for damage or, in the case of bodily injury and death, harm and whether, in addition, there is fault on the part of the injured party depends on the circumstances of each individual case. The mere fact that damage has been caused or, in the case of bodily injury and death, harm has been caused does not necessarily mean that there is an obligation to pay for that damage or harm.
 7. If the insured has to pay in the form of a pension (annuity) and the capital value of the pension exceeds the insurance benefit limit or the remaining part of the insurance benefit limit after deducting any other benefit from the same insured event, then the pension is paid only in the proportion of the arranged insurance benefit limit or its residual value to the capital value of the pension.

Part B Liability insurance

Article 1 - Subject-matter of insurance

1. The subject-matter of the insurance shall be damages or, in the case of bodily harm and death, harm incurred during the period of insurance for which the insured is liable under the civil law of the country in whose territory such damage occurred.
2. The insurance covers the insured's obligation to pay:
 - for harm caused to another person in the case of bodily injury or death;
 - for damage caused to another person by damaging or destroying a thing (a thing means a material thing, i.e. a controllable part of the outside world which has the nature of an independent object);
 - for other damage resulting from harm in the case of bodily injury and death and from damage to property as referred to in this paragraph (consequential financial damage); as caused by activities in ordinary civil life in the course of normal activities.

Article 2 - Insured event

1. An insured event is the establishment of the obligation of the insured to pay compensation for damage or, in the case of bodily injury and death, harm for which the insured is liable by law (not under a contract). If an authorised body decides on compensation for such damage or harm, the insured event is deemed to have occurred only on the date on which the decision of that body becomes final.

Article 3 - Insurance benefit

1. Under liability insurance, the insured has the right to have the insurer cover the following to a maximum of the insurance benefit limit arranged in the insurance contract:
 - a) actual harm in the event of the bodily injury and death of a third party, if liable for the harm;

Article 4 - Exclusions from insurance

1. **The insurance does not cover the insured's obligation to pay for damage or, in the event of bodily injury or death, harm:**
 - a) **caused intentionally, wilfully, by deceit or malice, where by intention we mean a conscious act of will or deed where the persons knew that their conduct would cause the harmful consequence and intended to cause it, or knew that they could cause it;**
 - b) **assumed or acknowledged by the insured over and above the limits prescribed by law;**
 - c) **caused by the operation of means of transport and other**

activities for which a legal regulation imposes the obligation to take out insurance or to which mandatory insurance applies by law;

- d) caused by the operation or control of a motorised or non-motorised air or water craft the operation of which requires an air or navigation licence in the Czech Republic or in the country where the damage occurred;**
- e) caused by pollution of water, soil, air, or the environment of any kind;**
- f) caused by the introduction or spread of a contagious human, animal, or plant disease;**
- g) caused in connection with events of war, civil unrest, uprisings, or repressive interventions by state authorities;**
- h) caused to borrowed items used by the insured (save rented premises) and to items taken over by the insured for the purpose of carrying out an ordered activity; rented premises are also deemed to be the occupation of a hired motorhome or houseboat while it is parked/anchored, not in motion, and only used at the time for the accommodation needs of the insured person;**
- i) in the course of the insured's business activities, including liability for harm to their employees under employment law and product liability;**
- j) in the performance of work tasks in employment relationships, or in direct connection with them, for which the insured is liable to their employer;**
- k) for which the insured is liable to the other spouse or to their partner or registered partner, relatives in direct line, persons living in a common household;**
- l) caused by animals; this exclusion does not apply to an animal owned by the insured;**
- m) caused by the practice of publicly-organised sports competitions, matches, or races in any kind of sport, caused by the professional practice of any kind of sport;**
- n) caused to a thing which the insured uses unlawfully.**

2. Neither are the following insured:

- a) claims from liability for defects;**
- b) claims regarding the performance of contracts and performance in lieu of the performance of contracts;**
- c) obligations to compensate for non-material damage caused by gross negligence in breach of an important legal obligation or a particularly reprehensible motive;**
- d) obligations to compensate for non-material damage which has been arranged or which has arisen other than in the case of bodily injury or death.**

Article 5 - Obligations of the insured

As soon as a harmful event occurs, the insured shall immediately contact the insurer's partner or the insurer and inform them in detail of the cause and extent of the damage.

1. The insured is obliged, in addition to the obligations set out in legal regulations and in addition to the obligations set out in the general part of these GIC:

- a) to document the occurrence and extent of damage to a third party's property in a report written by the insured and the injured party, which must state how the damage occurred, when and where it occurred, what was damaged, to what extent, what was the purchase price of the property, and how old the property was; the size of the damage must also be stated; the **report must be signed by the insured and the injured party and at least two witnesses who may not be related to the insured or the injured party; the witnesses must be legibly identified by first name and surname, date of birth, address of permanent residence, and telephone number;** in the case of damage up to CZK 10 000, the damage may be settled - in this case the insured is obliged to attach proof of compensation;
- b) to document the harm to a third party's health with a police report and a medical report detailing the diagnosis of the harm to the injured party's health;
- c) to immediately notify the insurer's partner or the insurer that criminal proceedings have been initiated or are likely to be initiated in the near future in connection with the harmful event;
- d) in the event of an event which could give rise to the right to compensation for damage or, in the case of bodily injury or death, harm, to notify the insurer immediately in writing;
- e) to take all possible measures to prevent any magnification of the extent of the damage or, in the case of bodily injury or death, harm;
- f) in the event of an insured event, to provide the insurer and the insurer's partner with the coaction required to establish the causes and size of the damage or, in the case of bodily injury and death, harm, to provide a truthful explanation of its occurrence and extent, and to submit, within the specified period of time, the documents requested by the insurer;
- g) to notify the insurer immediately if:
 - a claim for compensation for damage or, in the case of bodily injury or death, harm has been made against them;
 - the right to compensation for damage or, in the case of bodily injury or death, harm has been exercised before a court or other competent authority;
 - criminal proceedings have been initiated against the insured, and communicate who their defence lawyer is.
- h) in proceedings for compensation for damage or, in the event of bodily injury or death, harm, to follow the instructions of the insurer's partner or, where applicable, the insurer, inter alia, to lodge an appeal in accordance with the instructions (in which case the costs of appeal proceedings shall be covered by the insurer);
- i) to acknowledge or compensate for damage or, in the case of bodily injury and death, harm only with the prior written consent of the insurer, save damage of up to CZK 10,000 to the property of a third party; see subparagraph 1 (a) of this article.

Violation of these obligations may result in the reduction or denial of insurance benefit.

The insurer and the insurer's partner are authorised to take all necessary actions on behalf of the insured in connection with the settlement of damage under the insurance contract. If the settlement of a liability claim demanded by the insurer by way of recognition, satisfaction, or settlement fails as a result of opposition on the part of the insured, the insurer shall not be under obligation to cover the higher costs of the claim or accessions thereto as of the time of such rejection.

These GIC enter into effect on 01.09.2023