

Allianz
CONTENT

valid as of 15/09/2016

ALLIANZ HOME 1/16

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Allianz
PRE-CONTRACTUAL INFORMATION

To the Insurance Policy
Allianz Home 1/16

valid as of 15/09/2016

INFORMATION ABOUT US AND GENERAL INFORMATION ABOUT THE INSURANCE

WHAT IS THE PRE-CONTRACTUAL INFORMATION?

In this document you will find brief information about the insurance Allianz HOME and basic recommendations, what to do if you need our help. Given the limited scope of this document, its purpose is not to replace the Insurance Policy or the Insurance Terms and Conditions, which include the particular conditions of the offered insurance. Please note that you and all the insured should take up with them prior to signing the Insurance Policy. The pre-contractual information is valid during the efficiency of the insurance offer (usually 1 month after its submission).

WHO WE ARE?

Insurance company/Insurer	Allianz pojišťovna, a. s. (if we use somewhere the term Insurance company or Insurer, it is always us)
Registered office	Czech Republic, 186 00 Prague 8, Ke Štvanici 656/3
Information about registration	CR No. 47115971, registered at Commercial register kept with the Municipal Court in Prague, section B, insert 1815
Legal form	Joint-stock company
Subject of activities	Insurance, reinsurance and related activities
Email	info@allianz.cz
Phone	+420 241 170 000
Web	www.allianz.cz

WHERE DO YOU FIND INFORMATION ABOUT OUR FINANCIAL SITUATION?

The information about solvency and our financial situation can be found on our web on this address:
<http://www.allianz.cz/vse-o-allianz/o-spolecnosti/>

HOW TO PROCEED IN CASE YOU ARE NOT SATISFIED WITH SOMETHING?

With your complaint, you can contact:

- ✓ **us**, in writing, per phone or e-mail on below contacts;
- ✓ **the Czech National Bank** with registered office Na Příkopě 28, 115 03 Prague 1, tel. 224 411 111, which supervises us;
- ✓ if you are a consumer, i.e. natural person not running business, also on the below mentioned contacts, should you decide to solve the eventual disputes between you and us (or the insurance intermediary) **by out of court way**:

Dispute from the Insurance Policy	Possible to solve via	According to
Non-life Insurance	Czech Trade Inspection Authority www.coi.cz	Act No. 634/1192, Col., On consumer protection
Concluded online	Platform for settlement of disputes online (www.ec.europa.eu/consumers/odr)	Regulation of the European Parliament and Council (EU) No. 524/2013, on online dispute resolution

- ✓ **general courts of the Czech Republic**, should you decide to solve eventual disputes **by legal action**.

This document has been translated for information purposes only. The legally binding text is the original Czech version of Insurance Terms and Conditions.

HOW ABOUT TAXES?

Premiums are not subject to value added tax and the Indemnity is not subject to income tax. However, the legislation may introduce in the future such a requirement. In case of doubt regarding the taxation of indemnity, please contact your tax adviser.

HOW TO REPORT AN INSURED EVENT?

In case of an insured event notify us without undue delay on any of the following contacts:

Phone: +420 241 170 000

✓ Internet address: <http://www.allianz.cz/pro-klienty/oznamit-novou-udalost/majetek/majetek-a-odpovednost.html>

✓ Email address: hlaseni-majetek@allianz.cz

HOW IS THE INSURANCE ALLIANZ HOME GOVERNED?

The Insurance is governed by the legislation of the Czech Republic, in particular Act. No. 89/2012 Coll., Civil Code (hereinafter referred to as the Civil Code only). For the conclusion of the Insurance Policies and for all communication between you and us we are using the Czech language.

Resolution of disputes arising from the insurance is under the jurisdiction of the courts of the Czech Republic.

We are archiving the concluded Insurance Policies. If you are interested in insight into the Insurance Policy, please contact the Customer Service, Tel: +420 241 170 000.

IS IT POSSIBLE TO CONCLUDE THE INSURANCE ELECTRONICALLY OR BY TELEPHONE?

We offer the possibility to conclude the insurance online on www.allianz.cz, respectively by phone on tel. +420 241 170 000.

In this case, the offer of the Insurance Policy will be sent to your email address. The Policy will be concluded by paying the first premium.

If any information or facts mentioned in the offer to conclude an Insurance Policy are incorrect or does not meet the agreed/specified range, contact us by email on info@allianz.cz or in writing on Allianz pojišťovna, a. s., Ke Štvanici to 656/3, 186 00 Prague 8.

INFORMATION ABOUT THE INSURANCE ALLIANZ HOME

WHAT IS THE INSURANCE ALLIANZ HOME?

Insurance Allianz HOME primarily serves to assist you in case of damage to your property (permanently inhabited buildings and households) by various negative influences such as natural disasters, accidents or theft.

Insurance Allianz HOME consists of offer of individual insurances, which we describe for you briefly below. A complete description is contained in the Special Insurance Terms and Conditions Allianz HOME Permanently inhabited buildings and households - ZPP-BD 1/16 and Special Insurance Terms and Conditions Allianz HOME Liability - ZPP-O 1/16, the Special Terms and Conditions Allianz HOME Assistance services Home Assistance - ZPHA 1/16, Special Insurance Terms and Conditions Allianz HOME Legal Protection - ZPP-PO 1/16 (hereinafter referred to as ZPP), or in special contractual agreements.

BUILDING INSURANCE

You can conclude the insurance for family houses, apartment buildings, apartments, garages in private ownership, cottages and weekend houses, mobile homes and other buildings (barn, stable, fences and swimming pool). Precondition for the acceptance in the insurance is a good technical condition of the building.

HOUSEHOLD INSURANCE

The household insurance covers the set of movables, which forms the equipment of the household and serves its operation or satisfying personal needs of the insured and persons living with him in a common household.

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LIABILITY INSURANCE

From the liability insurance, we replace a harm you cause accidentally to someone else, and according to law you become liable to compensate this harm. From the liability insurance we replace for you:

- a) actual damage on a material thing caused by its damage or destruction;
- b) harm by bodily injury and death;
- c) consequential damages (other harm to assets that results from death, bodily injury or damage to property e.g. loss of earnings and loss of profit, etc.).

HOME ASSISTANCE

Within the insurance Allianz HOME you can also take advantage of free assistance services. The scope of the services granted can be found in the ZPP. You can also expand the free assistance for additional premium.

LEGAL PROTECTION INSURANCE

From the legal protection insurance, we provide you with legal advice, services of our specialists and we cover your costs that arise due to the protection and enforcement of your legitimate legal interests. For description and scope of services provided, please see the ZPP.

HOW LONG DOES THE INSURANCE LAST?

The Insurance lasts from the inception of insurance specified in the Insurance Policy. You can conclude the insurance for an indefinite or definite period. The insurance concluded for an indefinite period lasts until its termination (reasons for termination of insurance see below).

The period of insurance of the offered insurance is included in the draft of the Insurance Policy, which should be carefully read together with this information.

The reasons for termination of insurance are regulated by the Civil Code and are described in detail in the ZPP (point No. 6. When does the insurance incept, how can we change it and when does it terminate?).

WHEN IS IT POSSIBLE TO CANCEL THE INSURANCE?

The insurance may be cancelled by you or by us:

✓ as of the last day of the period of insurance. The insurance will terminate by the lapse of the last day of the end of the period of insurance. The notice of cancellation must be received at least 6 weeks before the end of the period of insurance.

✓ within 3 months from the report of the claim from this insurance. The insurance will be terminated by expiration of the one-month notice period from the date of receipt of the notice of cancellation.

✓ within 2 months from the conclusion of the Insurance Policy or amendment of the Insurance Policy. The Insurance will be terminated by the expiration of the notice period of 8 days after receipt of the notice of cancellation.

DOES THE INSURANCE COVER EVERYTHING?

The insurance provides coverage for a wide range of unpleasant situations, but does not relate to everything. Above all, it is necessary to remind that the insurance covers only the accidental events. Exclusions may relate in particular to the damage caused intentionally, by exceptional events (wars, riots, strikes ...), under the influence of alcohol or other similar substances, in sporting activities, failure to comply with the legislation, construction procedures or by gross negligence. Further exclusions may include, for example, damage caused by animals, plants (fungi, mould), diseases or other natural factors.

The indemnification can be excluded also in relation to certain types of goods (vehicles, objects of intellectual property, etc.), or things that are not directly owned by the insured persons.

The insurance may not cover financial losses (loss of profits, loss of earnings, etc.), losses incurred in connection with business or losses caused to related persons.

It is also always important to take up in detail the definition of the subject of insurance (e.g. what is and is not a part of the building insurance), and against what risk is the subject of the insurance protected (e.g. what is meant by flood and inundation and in which cases are they insured; when it is a case of a theft by burglary, etc.).

Cases, which are not covered by the insurance, are listed in the Special Insurance Terms and Conditions Allianz HOME - ZPP 1/16, point No. 9 What losses are not covered?, the Special Insurance Terms and Conditions Allianz HOME Permanently inhabited buildings and households - ZPP-BD 1/16, point No. 8. What is not covered by the property insurance? and the Special Insurance Terms and Conditions Allianz HOME Liability - ZPP-O 1/16, point No. 6. What will we not pay from the insurance? and further, always in definition of the subject of insurance and insured perils.

It is essential that you take up with the exclusions before concluding the Insurance Policy.

HOW IS THE AMOUNT OF THE INDEMNITY?

The amount of the indemnity is based on the agreed upper limit of indemnity, i.e. the sum insured or limit of indemnity described in the draft of the Insurance Policy.

WHEN AND HOW DO YOU PAY THE PREMIUM?

The amount of premiums for individual insurance is stated in the draft of the Insurance Policy. You can pay the premiums either at once (single premium in the case of concluding the insurance for a definite period), or pay for regular periods (premium installments - if the insurance is concluded for indefinite period).

Premiums can be paid in cash or cashless.

The manner and frequency of the premium payment is stated in the draft of the Insurance Policy; please read it carefully together with this information.

WHAT THE PREMIUM DOES NOT INCLUDE?

If you do not fulfill your obligations arising from the Insurance Policy or by law, we can claim the costs resulting to us in connection with this breach of your obligations. These include dunning fees, default interest and costs of investigation.

WHAT FURTHER CONSEQUENCES THE NON-FULFILMENT OF THE INSURANCE POLICY CONDITIONS CAN HAVE?

In the event that you, the Insured or other person having the right to indemnity breach its statutory and/or contractual obligations, we may reduce or reject your indemnity, and/or we will be entitled to refund of the paid indemnity. The breach of obligations may be the ground for termination of the insurance by cancellation or withdrawal.

INFORMATION ABOUT PROCESSING OF YOUR PERSONAL DATA

WHAT PERSONAL DATA ARE WE PROCESSING AND WHY?

In connection with the insurance, that we provide you with, we collect and process as managers personal data about you, as well as about other participants of the insurance (insured persons, beneficiaries).

Processing of these data is performed in order to assess the possibility to offer you the desired product, conclusion of the Insurance Policy and to grant you the indemnity (including supplementary services such as client portal MojeAllianz). Without processing of these data, we are unable neither to offer nor to provide our services. Therefore, the law in this case does not require for the data processing your specific consent. Likewise, it also applies to the processing of data in order to fulfill our legal obligations and to protect your or our rights and interests (such as the prevention and detection of crime, the investigation of loss events, enforcement of rights, eventually execution of the tasks of public interest). To protect the rights and interests we are recording also our mutual telephone calls, so that we always know exactly what we talked about.

Specifically, we are processing in particular: surname, name, address, date of birth, identifying information (birth ID No.), data about nationality and country of tax residence (if required by the legislation), data about health condition (if necessary for fulfillment of the contract), contact details including electronic contacts, or even data that we create ourselves from previously acquired data or the data we find out subsequently, either directly from you or from other sources.

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Beside us as administrators, our employees and for us working people the personal data may be also handled by our third-party processors (particularly companies of the Allianz Group, providers of IT technologies, assistance companies, reinsurers and insurance intermediaries), both in the Czech Republic and abroad.

The processing of personal data is performed manually and in electronic information systems that are subject to physical, technical and procedural controls.

DO YOU HAVE TO GIVE YOUR CONSENT TO PROCESSING OF YOUR PERSONAL DATA?

The processing for other purposes than those mentioned above we perform only with your consent. The granting of such consent is voluntary, however, in some cases, may be a precondition for conclusion and service provision. The consent to processing may be withdrawn at any time, but this withdrawal of consent does not affect the prior processing. In some cases, withdrawal of consent can make the provision of services impossible.

With your permission, we process the data in order to:

Purpose	What does it mean?	How long will we use the information?
Marketing	Offer of the insurance and related financial services, other commercial communications or offer of services and other commercial communications of members of the international group Allianz and our business partners, whose current list is listed on the web www.allianz.cz .	We use your information for the duration of the contractual relationship and 5 years after its termination.
Transfer for marketing purposes	Transfer of personal data to subjects of the international group Allianz and cooperating business partners for marketing purposes (offer and Provision of trade and services or sending of other commercial communications).	
Increase of the quality of services	For example, evaluation of the quality of call center services or analysis of documents and processes for developing new products and improving client services.	We use your information for as long as we have a legitimate need of their processing.

HOW LONG DO WE PROCESS YOUR PERSONAL DATA?

Unless stated above otherwise, we process and store personal data for the period indispensable to ensure all rights and obligations under the contract and further for a period during which we are obliged to keep information according to the legislation or which arises from the purpose of processing (for example limitation, protection of interests of the parties, archiving).

CAN YOU REQUEST THE INFORMATION ABOUT THE PROCESSING OF YOUR PERSONAL DATA FROM US?

You can request from us the information about processing of your personal data and access to them at any time. For provision of such information or statement, we have the right to request a reasonable reimbursement of our costs.

If you find or think that we or any of our processors, perform the processing of your personal data that is inconsistent with the protection of your private and personal life or in contrary to law, you may:

- a) ask for an explanation from us or our processor ;
- b) require that we or the processor rectify the occurred situation (for example, that we block the data, we correct, amend, or destroy them).

We will always inform you without undue delay about the fulfillment of your request.

With your suggestions or complaints, you can also contact the **Office for Personal Data Protection**.

Detailed principles of work with personal data are described in the "**Privacy Policy**", which is publicly available on the web www.allianz.cz.

Allianz

GENERAL INSURANCE TERMS AND CONDITIONS

valid as of 01.07.2016

BASIC RULES

We enter together into an Insurance Policy. On one side, **you** (as the **policyholder**), on the other side, we, the company **Allianz pojišťovna, a.s.**, with its registered office in Prague 8, Ke Štvanici 656/3, ID 47115971, Czech Republic (if we use somewhere the term **Insurance company** or **Insurer**, it is always us). We have permission from the Czech National Bank to run insurance business under the Insurance Act.

1. WHAT DO WE MEAN WHEN WE USE THE FOLLOWING TERMS?

Insured event - an event that we have agreed including all terms and conditions in the Insurance Policy. If the insured event occurs or does not occur, it must always be accidental. If the insured event occurs, we grant the indemnity in the form of amount of money or other jointly agreed compensation.

Premium - the amount of money that you pay us for the provision of cover.

Insured - the person whose life, health, property, liability or other interest are covered by the insurance. It could be you or another person.

Schedule of fees - a document containing the current level of fees that can be modified during the period of insurance under mutually agreed conditions. Current administration fees can always be found on our website. The amount of fees, that remain the same for the duration of insurance, is given in the Insurance Policy.

Loss event - any event that could represent the reason for granting the indemnity. We will first examine such an event after its announcement, and if it meets all the agreed conditions (i.e. it will constitute an insured event), we will provide the indemnity.

2. WHEREOF DOES THE INSURANCE POLICY CONSIST?

We consider also the following documents as a part of the **Insurance Policy** in addition to the Insurance Policy itself (including any amendments and endorsements):

- ✓ these **General Insurance Terms and Conditions** (we will call them only **VPP GITC**);
- ✓ **Special Insurance Terms and Conditions** for the respective insurance (we will call them only **ZPP SITC**);
- ✓ **Pre-contractual information to the Insurance Policy** for the respective insurance (we will call it only **pre-contractual information**), which contains information which we must show you before concluding the Insurance Policy;
- ✓ eventually **other agreements** (however, we would state this in the Insurance Policy).

Our **written questions** relating to the concluded insurance can also be a part of the Insurance Policy.

In addition to the Insurance Policy, we will comply with the rules set out in the Act No. 89/2012 Coll., **Civil Code** (we will call it only **CC**) and related legislation.

Not only you but also the insured, if this is someone else than you, must get acquainted with all these documents (if there are more insured, then, of course, all insured).

"If you do not understand something, please contact us, we will explain everything."

3. WHAT HAS PRIORITY WHEN IN SEVERAL DOCUMENTS THE SAME THING DIFFERENTLY DESCRIBED IS?

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When the same thing will be described in several documents and in every one differently, they have precedence in the following order: the **Insurance Policy itself, ZPP, VPP, CC**.

This obviously does not apply to those provisions of the legislation (CC, but also others), from which it is impossible to deviate. These must apply always and have precedence even over the Insurance Policy.

Remember **that special provisions will always take precedence over the general**, even though they are listed in one document.

4. WHAT IF ANY CASE IS NOT DESCRIBED IN ANY DOCUMENT OF THE INSURANCE POLICY?

We strive to ensure that all documents of the Insurance Policy were the most understandable, clearest and most concise, and so we do not copy unnecessarily the legislation in them.

So if in none of documents of the Insurance Policy is one thing adjusted, **we will follow the rules set out in the legislation** (for example, in CC, please see the rules for how do we investigate the insured event, how do we proceed in case of the change of the insurance risk etc.).

"The most important legislation regarding insurance, please see the pre-contractual information."

5. WHAT IS THE GOVERNING LAW FOR THE INSURANCE?

The insurance under the Insurance Policy, which we jointly concluded, is a private insurance. It is governed **by the laws of the Czech Republic**, and the courts of the Czech Republic shall have the jurisdiction for resolution of any disputes.

6. CAN WE SOLVE THE EVENTUAL DISPUTES BY OUT OF COURT WAY?

What to do if you are not satisfied with something, please see the pre-contractual information. Disputes between you (as a consumer) and us (or insurance broker), that we could not settle together, **can be resolved also by out of court way**:

Dispute from the Insurance Policy	Possible to solve via	According to
Life insurance	Financial arbitrator (www.finarbitr.cz)	Act N. 229/2002 col., About the financial arbitrator
Non-life Insurance	Czech commercial inspection (www.coi.cz)	Act No. 634/1992, col., About the consumer protection
Concluded online	Platform for settlement of disputes online (www.ec.europa.eu/consumers/odr)	Regulation of the European Parliament and (EU) Council No. 524/2013, About online dispute resolution

7. WHEN MAY WE ASK YOU TO REIMBURSE THE COSTS ASSOCIATED WITH ADMINISTRATION OF THE INSURANCE POLICY?

Costs associated with routine administration of Insurance Policies are included in the premiums that you pay. If, however, we incur **extraordinary costs related to the acts beyond the normal administration of the Insurance Policy** (for example, sending reminders to pay premiums, etc.), we may require you to pay them.

Specific fees to cover extraordinary costs and their amounts are listed in the Schedule of Fees.

The Insurance Policy can be jointly concluded also for several decades. During such a long period can happen many changes (such as postage increases or to which it will no longer have to pay at all because we will send documents electronically, etc.).

Therefore, **we reserve the right to modify the amount of such fees**. If this happens, you will know the new amount in the Schedule of Fees on our website no later than two months before the change takes place. The publication of the new Schedule of Fees we will let you know electronically also to the contact email address you gave us.

If you do not like the changes, you may terminate insurance by one month's notice, not later than one month from the date of publication of the new level of fees. If you do not, insurance will remain in force with the changed level of fees.

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DELIVERY

8. MUST BE THE DOCUMENTS RELATING TO THE INSURANCE ONLY IN PAPERFORM?

The document may have not only a documentary **physical** (i.e. "paper"), but also another (for example electronic) **form**, which results from the currently available technical options.

If under the law for a document a written form is required, it may be in cases where it is usual (for example, mass correspondence, communication by electronic means etc.), **to replace the signature by printed or mechanical means** (for example printed signature, etc.).

As we place great emphasis on safety and protection of your interests, **we may request from you, in specific cases, also to send the document with your handwritten or notarized signature.**

9. HOW CAN WE DELIVER EACH OTHER THE DOCUMENTS?

<p>Through our website or our official web- or mobile application, if the application permits this, and if you have this service concluded and activated.</p>	<p>Electronically to the provided contact email address</p>	<p>By mail to the provided Contact postal address (in our case it will always be our headquarters)</p>	<p>By personal delivery</p>
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AND WHEN DO WE CONSIDER THEM AS RECEIVED?

<p>if the document through the application: ✓ will be sent to you by us – as of the moment it is stored in the application and ready for pickup (we will inform you about for example by email or SMS); ✓ will be sent by you to us – as of the moment of sending and recording in the application.</p> <p>if the document through our website: ✓ will be sent to us by you – as of the moment of delivery.</p>	<p>if the document: ✓ will be sent to you by us – as of the moment of sending the information about the location of the document (such as in the email attachment or on our web portal) to the email box, with the exception of situations where demonstrably the delivery does not happen (for example due to technical problems); ✓ will be sent to us by you – as of the moment of delivery to the email box.</p>	<p>As of the day of delivery, or in case of sending to own hands or with acknowledgment receipt: ✓ as of the date of receipt; ✓ as of the date of refusal of acceptance; ✓ as of the date of deposit with post office (although the addressee did not know about); ✓ as of the date when the mail returned as undeliverable for whatever reason, except in situations where: • you've been in the hospital or you had another serious reason why you could not accept the mail (we will not consider the document as received then); • you have obstructed the delivery consciously (you will read about it later).</p>	<p>By delivery</p>
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In order to deliver you documents safely and on time, **we always need to know your current contact address, email address** where you can receive the documents. When a change occurs, do not forget to notify us immediately.

Please make sure to have regular access to your mailbox (whether postal or email) and that it is **adequately protected against abuse** and third-party access.

The same applies not only to other participants in the insurance, who we will eventually need to communicate with, but of course also for us.

If in the future further methods of service will appear, we are happy to offer them to you. As we cannot know their details now, we will confirm them by the way usual in the future.

10. WHAT HAPPENS IF DO NOT HAVE THE CORRECT CONTACT ADDRESS?

If you give us a wrong contact address, or if a change occurs and you do not inform us about the new contact address, we will consider this as conscious obstruct of delivery and the document will be considered to be delivered (even if you have not had a chance to get acquainted with) with all the consequences that the delivery can have.

The same shall be valid also for other participants in the insurance which we will eventually need to communicate with.

11. UNDER WHAT CONDITIONS IS IT POSSIBLE TO USE OUR OFFICIAL WEBSITE OR MOBILE APPLICATIONS ENABLING THE DELIVERY OF DOCUMENTS?

The security of your data is very important for us. To use our official website or a mobile application enabling the delivery of documents you have to log in properly, including any authentication such as authorization SMS code or in another way ensuring **us that the application is used really by you.**

We consider all activities carried out through these our applications, as **handling of the logged person meeting requirements of written form.** The space for storing documents in these applications also meets our conditions of permanent data carrier.

We are constantly training our applications in new things, and are improving further what it already knows. A specific list of activities that can be made therein is changing over time. You can therefore use them simply for **what they make technically possible at the given moment.** You shall always proceed in accordance with the conditions of use and the instructions set forth in the given application.

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SPECIAL INSURANCE TERMS AND CONDITIONS

Allianz HOME – ZPP 1/16

valid as of 15.09.2016

COMMON PART FOR THE BUILDING, HOUSEHOLD AND LIABILITY INSURANCE

1. HOW IS THE INSURANCE ALLIANZ HOME GOVERNED?

The insurance Allianz HOME is governed beside these [Special Insurance Terms and Conditions Allianz HOME – ZPP 1/16](#) (we will call them only ZPP) also by the [General Insurance Terms and Conditions Allianz](#), [Special Insurance Terms and Conditions Allianz HOME Permanent inhabited buildings and households ZPP-BD 1/16](#) (we will simply call them only ZPP-BD) and [Special Insurance Terms and Conditions Allianz HOME Liability – ZPP-O 1/16](#) (we will simply call them only ZPP-O).

2. WHAT DO WE MEAN WHEN USING THE FOLLOWING TERMS?

Anniversary date – the day of each year, which is numerically identical with the day and month of the inception of the insurance (if such a day does not exist, it is the last day of the given month).

Beneficiary – the person entitled to the indemnity. Whom does it concern precisely, you will find in ZPP-BD and ZPP-O.

Insurance Year – a year, which starts either by the day of the inception of the insurance, or by the anniversary date.

3. WHAT IS THE DURATION OF THE INSURANCE?

Unless agreed otherwise, we conclude an Insurance Policy for an indefinite period with annual period of insurance.

4. CAN WE INTERRUPT THE INSURANCE?

The insurance cannot be interrupted.

5. WHERE IS THE INSURANCE VALID?

The insurance covers the insured events, where the harm and its cause have occurred on the territory of the Czech Republic (if it is otherwise, we specify it expressly).

6. WHEN DOES THE INSURANCE INCEPTS, HOW CAN WE AMEND IT AND WHEN DOES IT TERMINATE?

1. INCEPTION OF THE INSURANCE

1.1 Unless agreed in the Insurance Policy otherwise, the insurance incepts:

a) as of the moment of conclusion of the Insurance Policy (i.e. immediately after its signing by both contracting parties), if the inception (creation) of the insurance is equal to the date of the conclusion of the Insurance Policy, or

b) as of the day following the day of payment of the first premium, unless the date of the inception of the insurance is specified in the Insurance Policy and if you pay the premium no later than three months after signing the Insurance Policy, or

c) as of the moment of dispatch of our offer to conclude the Insurance Policy to your e-mail address. The condition for conclusion of the Insurance Policy is the payment of the first premium in the amount of and within the period specified in this offer.

- 1.2** We must conclude the Insurance Policy in written form, otherwise it is invalid. When you accept our offer by paying the premium, the written form of the contract is preserved.
- 1.3** If you alter anyhow the text of our offer, it is a new offer. The inception of the insurance on the basis of the revised offer, without our expressed approval of the proposed changes, is excluded.

2. AMENDMENT OF THE INSURANCE POLICY

Amendments of the Insurance Policy can be made by agreement between you and us. For such an agreement the same rules as for the Insurance Policy apply. The moment of the effectiveness of an amendment of the Insurance Policy is included in its appendix.

3. TERMINATION OF THE INSURANCE

Reasons and conditions of termination of insurance are regulated by the Civil Code.

3.1 The insurance terminates most frequently:

- a) by the expiration of the period of insurance (for Insurance Policy concluded for a definite period);
- b) by termination of the insurable interest or by elimination of the insured risk if you prove those facts (e.g. a complete destruction of the insured building by fire);
- c) by death of the insured natural person or on the date of the dissolution of a legal person without a legal successor;
- d) by the agreement of the contractual parties, on the day stipulated in this agreement as the date of termination of the insurance.

3.2 The insurance can be terminated by you or us by notice of cancellation:

- a) as of the last day of the period of insurance. The termination of the insurance will happen by expiration of the last day of the period of insurance. The notice of cancellation must be delivered at least 6 weeks before the end of the period of insurance.
- b) within 3 months from the announcement of a claim from this insurance. The insurance termination occurs by expiration of the one month notice period from the date of receipt of notice of cancellation.
- c) within 2 months from the conclusion of the Insurance Policy or amendment of the Insurance Policy. The termination of the insurance occurs by the expiration of the notice period of 8 days after receipt of the notice of cancellation.

3.3 If we have concluded an Insurance Policy by distance selling (e.g. over the Internet) you can withdraw from the Insurance Policy without giving any reason within 14 days of its conclusion or from the date on which you were informed of the insurance terms and conditions (if this happened upon your request after the conclusion of the contract).

3.4 We may withdraw from an Insurance Policy or agreement on its amendment if you or the insured do not answer true and completely our questions at its closing and if we would not have concluded the policy or agreement on its amendment with true and complete information provided.

3.5 By withdrawal the Insurance Policy shall be rendered null and void. The right to withdraw from the policy expires if not exercised by you or us within 2 months from the day when we discovered or could identify the reasons mentioned in the previous paragraph.

If you withdraw from the Insurance Policy, we will refund the premium paid within 1 month from the date of withdrawal, which we may reduce by the already paid indemnity.

If we withdraw, you refund us within 1 month any indemnity eventually paid minus the premium paid by you.

3.6 The insurance terminates for non-payment of premiums, namely on the day following the futile expiry of the period specified in the reminder that we will send you. The period defined by us will not be less than 1 month.

3.7 If the owner of the property insured changes, the insurance remains valid until the receipt of the notice of a change in ownership sent by you.

3.8 If the transfer of ownership of a building or unit registered in the cadaster of real estate, insurance expires as of the date of registration of the amendments to the Cadaster of real estate .

3.9 The insurance that covers the building, where an association of unit owners has been formed, shall not terminate by change of ownership or co-ownership of a unit.

- 3.10** By termination of a joint property of spouses the insurance terminates. The insurance shall not terminate in case of termination of joint property of spouses by death or declaration for dead of the spouse, who concluded the insurance of property, which was part of the joint property of spouses. In this case the surviving spouse enters into insurance on the place of the deceased (if he/she continues to be the owner or co-owner of the insured property).

7. WHAT IS THE AMOUNT OF PREMIUM AND HOW SHALL YOU PAY IT?

1. The amount of your premium is shown in the Insurance Policy. The premium is paid on the day it is credited to our account, or eventually on the day in which we confirmed its receipt in cash.
2. If you fail to pay premium on time or in the agreed amount, we can require the payment of reminding expenses and legal interest on arrears.
3. If you do not request a refund of overpaid premium, we can use it as a prepayment of premium for the following period of insurance.

8. WHAT ARE THE MUTUAL OBLIGATIONS?

Our and your obligations are regulated by the Civil Code, below we quote the most important ones. It is essential for you to know that if you fail to comply with your obligations or you breach them, we are entitled to proportionately reduce the indemnity or to refuse it.

1. OUR OBLIGATIONS

- a) after the completion of the investigation of the loss event we have to inform you about its result;
- b) if we recognized occurrence of the right to indemnity, we have to send you this indemnity within 15 days after the completion of the investigation.

2. YOUR OBLIGATIONS

2.1 When arranging insurance, you and the insured persons have to:

- a) provide us with truthful and complete information necessary for the conclusion of the insurance;
- b) if we request it, you have to enable us to visit the place of insurance or access to the accounts and other documents relating to the insured property;
- c) become familiar with the Insurance Policy and all the documents that we submit to you;
- d) pay the premium on time and in full amount.

2.2 In the course of insurance, you and the insured persons have to:

- a) pay properly and on time the premium;
- b) to inform us as soon as possible of any change that has occurred about the facts that you have told us when concluding the Insurance Policy or agreement about its amendment.

2.3 When a loss occurred, you, the insured persons or the beneficiaries have to:

- a) take the necessary measures to prevent the further increasing of the loss;
- b) notify us without undue delay about the occurrence of a loss and describe us truthfully the circumstances of its occurrence;
- c) describe us the extent of the damage and inform us about the expected amount of the loss, take meaningful photographic documentation and provide us with requested information;
- d) give us the assistance necessary to determine the causes and amount of the loss;
- e) not to change the state caused by the loss event, to remove the consequences of the loss after our consent, unless it is necessary to start the works for serious reasons earlier (e.g. security reasons);
- f) if you have insured the insured property also elsewhere, to inform us about it (thus with whom and give the number of the Insurance Policy);
- g) immediately contact the Police of the Czech Republic, should the circumstances of the loss occurrence suggests the commitment of a criminal act.

2.4 You may neither pledge or otherwise dispose with the receivables from the insurance without our consent.

9. WHAT LOSSES ARE NOT COVERED?

We do not provide any indemnity if the loss was caused by:

- a) acts of war, rebellion, insurrection or other violent mass riots, strikes, acts of terrorism (i.e. the violent acts with political,

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- social, ideological or religious motives);
- b) intervention of state power or public administration;
- c) the influence of nuclear energy.

10. HOW WILL WE PAY THE INDEMNITY?

We provide the indemnity in cash. As a rule, we pay the indemnity in Czech crowns; in justified cases it is possible to pay the indemnity also in other currencies. If we pay in foreign currency, we determine the amount of indemnity in Czech crowns and convert it at the exchange rate of the Czech National Bank valid at the time of the loss occurrence.

11. HOW IS IT WITH THE VAT?

If the beneficiary has while repair or replacement related to the insured event the right to deduct VAT, we provide indemnity calculated excluding VAT.

12. WHAT MAY WE DEDUCT FROM THE INDEMNITY?

We are entitled to deduct from the indemnity the deductible and due receivables under premium, or other receivables from the insurance provided by us.

13. WHAT ARE THE SALVAGE COSTS AND WHY IS IT IMPORTANT?

These are the costs reasonably incurred, which you or someone else had to spend on:

- a) averting the imminent insured event;
- b) mitigate the consequences of an already occurred insured event;
- c) removal of consequences of an occurred insured event, for sanitary, environmental or safety reasons.

The costs described above, incurred in saving the life or health of people, we will pay up to 30% of the agreed sum insured or limit of indemnity. We will reimburse the other salvage costs up to a maximum of 5% of the agreed sum insured or the limit of indemnity.

The costs incurred for ordinary maintenance, treatment of a thing or for meeting legal obligations to prevent damage are not salvage costs.

We will pay without limitation the salvage costs that you spent with our consent and that you would not otherwise make.

Amount of the paid salvage costs will not be included in the amount of indemnity.

Allianz
SPECIAL INSURANCE TERMS AND CONDITIONS
Allianz HOME
Permanent inhabited buildings and households – ZPP-BD 1/16

valid as of 15.09.2016

1. WHERE ARE THE UNKNOWN TERMS EXPLAINED?

Explanation of all words marked *in italics* can be found at the end of this document under point No. 24. What do we mean when we use following terms?

2. WHAT PROPERTY ARE WE ABLE TO INSURE?

We insure buildings, residential and non-residential units, as well as home equipment, personal belongings and other property, which is described in detail in these Special Insurance Terms and Conditions under point No. 10. What can you insure?

3. WHAT IS AN INSURED EVENT?

Insured event is an accidental event that causes damage to your property insured by us. The insurance applies to events that occurred during the insurance duration, and had arisen from a cause, which is subject to the agreed insurance.

All events arising from a single cause, we consider as one loss event. Likewise, a series of loss events arising from one cause within 72 hours. As one loss event, we further consider also events resulting from multiple causes of the same kind, if there is a direct causality among them.

4. TO WHOM WE WILL PAY THE INDEMNITY?

In the case of property insurance the owner is the beneficiary and has the right to indemnity of the subject of insurance. If the insured object is co-owned by several persons, we indemnify every owner in the amount corresponding to the size of its co-ownership share.

5. HOW DO WE DETERMINE THE VALUE OF THE PROPERTY INSURED AND HOW DO WE CALCULATE THE INDEMNITY?

The upper limit of indemnity is limited to the sum insured or the limit of indemnity. For determining the sum insured the value of the insured property is substantial. For determining the appropriate sum insured and maintaining the correct level during the period of insurance is your responsibility. The insured value can be expressed in the price of new or in the price in time of the insured property.

1. **The price of new** is a price, for which you can in the given place and time newly acquire the same or a comparable thing.
2. **The price in time** is the price that an item had immediately before the insured event. We determine this price from the price of a new thing, and take into account wear and tear, depreciation or appreciation of the thing (e.g. modernization).
3. While damage, destruction, theft or loss of the insured property due to an insured event, we indemnify in the **price of new**, that will cover reasonable costs of repair or the cost of reacquisition of a new thing of the same kind, quality and technical parameters.
4. **At the price in time** we indemnify in the case of destruction, theft or loss at:
 - a) insurance of a building, the *wear and tear* of which at the time of loss occurrence is greater than 70%;
 - b) insurance of a mobile home;
 - c) insurance of material, construction machines and tools within the building insurance;
 - d) household insurance for domestic electrical appliances and sports equipment older than five years and for clothing, footwear and laundry older than three years, only if you have concluded the insurance at the prices in time.

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We will pay the indemnity up to the value of the item just before the insured event.

5. If we pay you for the damage to buildings stated in the Insurance Policy, the *wear and tear* of which at the time of the damage is less than 70%, the indemnity on the basis of the budget, we can indemnify only up to the amount of the price in time. Supplement of the indemnity up to the price of new we pay only, if you make within three years from the occurrence of the insured event a repair or reacquisition of this building.
6. Remains of the insured property that was damaged or destroyed by an insured event remain in your property and we will deduct from the indemnity the value of these remains.
7. In the respective insurance year, we will provide you with the indemnity up to a maximum of twice the agreed sum insured. It does not matter whether the amount of loss occurred was claimed once in a given year or gradually in the following period.
8. If we find underinsurance during the investigation from the household insurance and at the same time at the time of the loss occurrence the sum insured is less than the minimum sum insured stated in the Insurance Policy, we will pay the indemnity of losses occurred on domestic electrical appliances, sports equipment, clothing, footwear and clothes in time prices.

6. HOW DO WE EVALUATE THE SECURITIES?

The insured value of securities accepted for trading in the public market is their price published in the schedule of prices on the day of occurrence of the insured event. The insured value of other securities is their market price. The insured value of available documents (deposits books etc.) is the value of their respective assets on the day of the occurrence of the insured event. In case of loss on the securities we will pay the indemnity in the amount of actual reduction of property that occurred while unauthorized use of these securities. We do not cover lost interest and other loss of profits.

7. WHAT IS IT WITH THE CO-OWNERSHIP?

The insured value of a *co-owner share* in an item of property shall be determined as portion of the item's insured value corresponding to the size of the co-owner share.

In the case of insurance of a *co-owner share*, we provide indemnity corresponding to the size of the share on the date of occurrence of the insured event, however up to maximum upper limit of indemnity stipulated in the Insurance Policy.

E.g. if you own half of the insured object, we will pay you the indemnity in the amount of 1/2 of the damage incurred.

8. WHAT IS NOT COVERED BY THE PROPERTY INSURANCE?

We will describe now what situations are not covered by the insurance. You will find some other restrictions also in these Special Insurance Terms and Conditions under point No. 10. What can you insure?

1. This insurance does not cover losses caused on:
 - a) any vehicle (not on bicycles, etc.);
 - b) aircraft and flying devices including their parts;
 - c) ships and other watercrafts, including their parts, unless the marine insurance concluded;
 - d) individually created records on carriers of sound, images or data;
 - e) copyrights and other intellectual property rights; intangible assets;
 - f) property that have been mislaid in a vehicle, unless the Insurance Policy states otherwise.
2. We will not replace from the insurance any loss caused:
 - a) intentionally by you, the insured, his relatives or a person living with him in a shared household, authorized person or other person acting on the initiative of someone from them;
 - b) as a result of use of alcohol or application of narcotic or psychotropic substances;
 - c) mould, fungus and spores;
 - d) on the insured property, when the household or residential building was not inhabited more than 60 days before the occurrence of the event permanently and it had an impact on the formation or increase in the scope of the loss;
 - e) on the insured property, if the loss was caused by incorrect technological procedure of construction works, their defective workmanship or their execution under unfavorable weather conditions.
3. The insurance does not also cover any consequential financial loss resulting from damage to a thing (particularly loss of earnings and loss of profit, etc.).

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4. If the damage was caused or increased by gross negligence whether of the insured, a close person, a person living with him in a common household, an authorized person or other person acting at the initiative of one of them, we will reduce the indemnity proportionally to the effect that this handling had on the extent of our obligations to indemnify.

9. WHAT IS THE ADJUSTMENT OF THE SUM INSURED?

If you agree in the Insurance Policy the adjustment of the sum insured, then we adjust it at the anniversary date - we multiply the sum insured by the valorization index. According to the new sum insured we recalculate also the premium for the following period of insurance.

The valorization index for the building insurance is based on the development of the construction price index for the previous insurance year. We determine the construction price index according to the data published by the Czech Statistical Office or ÚRS Praha, a.s.

In the household insurance, we change the sum insured and premium depending on the consumer price index for goods and services, which is published by the Czech Statistical Office.

10. WHAT CAN YOU INSURE?

1. BUILDINGS

1.1. The subject of insurance (hereinafter referred to as insured property) may be buildings or objects (detail defined under point No. 19. What do we mean by the term Main building), which are specified in the Insurance Policy:

- a) permanently inhabited *main buildings*;
- b) ancillary constructions;
- c) optional subjects (e.g. the cemetery buildings);
- d) *construction materials*;
- e) *construction mechanisms and tools*;
- f) mobile fire extinguishers and hydrant box equipment;
- g) *photovoltaic power plants*.

1.2 The insurance does not cover:

- a) the *structural components* of the building purchased by the lessee at his own expense (but you can insure them separately);
- b) plastic greenhouses;
- c) damage to objects of artistic or historical values that are *structural components* of the building (statues, frescoes, etc.);
- d) damage caused by the loss of artistic or historical value of the insured property;
- e) *construction mechanisms and tools* that are designed for the construction, maintenance or reconstruction of the insured property, when they are stored in the open air in the place of insurance and are not properly *secured* (what does "properly" mean, see point No. 16. How do you have to secure the property against thieves or robbers within the building insurance?);
- f) above ground swimming pools and portable pumps;
- g) *ancillary constructions in disrepair*.

2. HOUSEHOLDS

2.1 The subject of insurance is a set of movables (hereinafter referred to as insured property), forming household equipment and serving for operation of the household or satisfaction of personal needs of the insured and persons living with the insured in a common household (the insured persons). Items owned by the insured persons and also things taken over to be used, which are of the same nature as things forming the household equipment are subject of insurance.

2.2 The insurance **covers**, inter alia:

- a) *electronic and optical devices* serving for performance of occupation;
- b) *structural components* adjacent to the internal premises of the *apartment* or to the additional premises, and this only if you have acquired them on your own expenses. This are e.g. paintings, flooring, built-in wardrobes;
- c) animals.

2.3 You can **explicitly agree** the insurance of the following items in the Insurance Policy:

- a) other items used to perform your occupation (except *electronic and optical devices*);
- b) things brought by visitors;
- c) things handed over in order to render service.

2.4 The insurance **does not** cover:

- a) property of subtenants;
- b) things accepted into custody or to render services;
- c) motor vehicles subject to registration in the register of road vehicles and aircraft;

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- d) other watercraft than the small watercrafts and boat engines;
- e) individually created records stored on information carrier systems;
- f) copyright and other intangible rights;
- g) losses caused by loss of a value of an item of special liking.

11. WHERE HAS TO BE THE INSURED PROPERTY LOCATED?

1. BUILDING INSURANCE

The place of insurance is a land plot, on which the insured property is located and further building/s (or constructions) on this land plot. For the Insurance of a family house, cottage, weekend house or mobile home all adjacent jointly fenced plots are the places of insurance as well.

2. HOUSEHOLD INSURANCE

2.1 The place of insurance is:

- a) *permanently inhabited apartment* stated in the Insurance Policy (hereinafter referred to as the insured **apartment**);
- b) structural components of the insured *apartment*, if located in the same building as the insured *apartment* or on the related land plot, and if separately locked or located at least 3 m above the level of accessible terrain;
- c) privately owned garages that are located at a different address than the insured *apartment*, but not further than 500 m from it;
- d), passenger vehicles with a total weight up to 3.5 tons, and only in respect to personal belongings, sports equipment, roof and rear racks and roof boxes, prams, medical equipment that the insured person is dependent on, *electronic and optical devices* (if you have insured "Things in the car"). The place of insurance is only the cabin, luggage compartment and a roof box mounted on the vehicle. In case of theft by burglary, the car and the roof box must be locked;
- e) garages in personal property that are separately locked and are listed in the Insurance Policy;
- f) *safe box* stated in the Insurance Policy;
- g) fenced yard (garden, courtyard) belonging to the building, in which the insured *apartment* is located (we insure you only "Things in the garden");
- h) the common parts of the house, and this just for the simple theft of prams and wheelchairs;
- i) if we agree in the Insurance Policy the property insurance in accommodation facilities, in campus, handed over for the purpose of providing services (e.g. cleaning, laundry, repair), or put aside to a designated location, then this insurance is valid anywhere in the CR;
- j) for the case of robbery the insurance covers also things that are part of the insured property, if kept on or with the insured person.

2.2 Please note that **we do not consider** as place of insurance:

- a) premises solely used for income generating activities or performance of occupation;
- b) the yard and garden (unless you have concluded insurance "Things in the garden");
- c) open spaces.

2.3 At the time of removal both of your addresses will be the place of insurance, this applies:

- ✓ not later than 60 days after the commencement of the removal;
- ✓ if you previously notified us in writing of your new address and the date of commencement of the removal.

We will solve the terms of the insurance after completion of the removal by Agreement amending the Insurance Policy.

2.4 The building and household insurance also applies to insured property, which was due to imminent or already occurred insured event moved from the place of insurance.

12. AGAINST WHAT DO YOU HAVE INSURED YOUR PROPERTY?

The scope of insurance is shown in the Insurance Policy. Please find below what we mean in specific cases.

1. FIRE, EXPLOSION, LIGHTNING STRIKE, FALLEN AIRPLANE

1.1 By **fire** we mean a fire that broke out or spread outside of the designated fireplace. An insured event means also a damage to or destruction of the insured property by accompanying symptoms of burning, such as heat, smoke, ash, influence of the extinguishing substance used in an appropriate intervention or demolition of the structural components by firefighting or removal of its consequences.

1.2 By **explosion** we mean the sudden effect of expansion of gases or vapors outwards, including the explosion of pressurized tanks. An insured event means also a damage suffered by implosion (sudden leveling of the vacuum).

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1.3 By **lightning strike** we mean a direct lightning strike, during which the lightning current passes through the insured property leaving demonstrably visible traces. In the case of tangible movable property placed outside of the building the damaged property must show provable signs of damage by lightning.

1.4 By **fallen airplane** we mean crash or fall of an airplane, helicopter, glider or free balloon, its part or cargo, into the insured property.

1.5 The insurance **does not cover** losses caused by:

- a) smoke as a result of fire or explosion outside of the place of insurance;
- b) smoke escape caused by failure of an equipment;
- c) exposing the thing to utility fire or heat;
- d) singeing not caused by fire, explosion, or lightning strike (e.g. singeing caused by soaking the paint when renovating windows);
- e) to electric equipment, caused by short circuit or overvoltage not resulting from fire, explosion or direct lightning strike;
- f) intentional explosion as part of explosive works;
- g) explosion in devices using explosion to ensure their operation (e.g. combustion engine or weapons);
- h) intentional explosion caused by the insured person.

2. WINDSTORM, HAILSTORM

2.1 By a loss caused by windstorm, hailstorm we mean:

- a) immediate effect of windstorm or hailstorm on an insured thing;
- b) thrown item on the insured property due to windstorm;
- c) damage or destruction of insured movables caused by damage of the building, in which the insured movables are placed, provided that the building was damaged by windstorm or hailstorm.

2.2. By **windstorm** we mean air at the place of insurance reaching the velocity of at least 75 kmph. If air velocity cannot be determined, we shall replace losses caused by windstorm if you prove that air in the vicinity of the place of insurance caused damage to buildings in a perfect condition or to similarly resistant things.

2.3 The insurance **does not cover**:

- a) losses caused by precipitations or dirt that got inside of the building;
- b) losses caused or increased by incompleteness of building structures or their lack of function (e.g. missing tiles, windows with no glass, etc.).

3. SMOKE

By loss we mean pollution of the insured property by smoke suddenly leaked as a result of an accidental event or breakdown, and which was not caused by fire.

4. FALLEN TREE, POLE, AND OTHER THINGS

By loss we mean the fall of any things that are not covered by this Policy (except insured vegetation) or part of the insured property, inhibited by gravitation of the Earth on the insured property.

The insurance **does not cover** losses caused by thrown, shot, or flying objects.

5. EARTHQUAKE

By **earthquake** we mean shaking of the ground surface caused by geophysical processes inside of the Earth. An earthquake is deemed proven if the insured submits a proof that the earthquake at the place of insurance reached at least degree 6 on the macro seismic scale EMS-98, eventually degree 5 on the Richter scale.

6. CAR CRASH

By car **crash** we mean a crash of any vehicle or its cargo to the insured property.

The insurance **does not cover** losses caused:

- a) by the insured (or a person living with the insured in a common household) even if not caused intentionally,
- b) to the vehicles and their cargo.

7. SUDDEN LANDSLIDE OR FALLEN AVALANCHE

7.1. By **sudden landslide** we mean sudden slide or falling of soil or rocks caused by natural effects.

7.2. By **avalanche** we mean a snow or ice layer falling from natural slopes.

The insurance **does not cover** losses caused:

- a) by the volume changes of the foundation soil (e.g. as a result of its freezing or shrinking) or changing of ground bearing capacity due to water logging, unless there is an unbalancing of the slope;

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- b) by surface or underground mining and other earth moving, construction and demolition works;
- c) as a result of activities undertaken by the policyholder or insured persons (even before the inception of the insurance).

8. SCHOCKWAVE

By **shockwave** we mean a pressure wave spreading in the air at overcoming the speed of sound by an aircraft.

9. FLOODS AND INUNDATION

9.1 By **floods** we mean:

- a) flooding of the place of insurance by water overflowing from water bodies or from waterworks due to natural causes (rain, melting snow, movement of ice, etc.),
- b) sudden impact of water caused by a failure of waterworks (e.g. a burst dam) .

9.2 By **inundation** we mean:

- a) inundation of the place of insurance due to insufficient drainage of precipitations, creating a contiguous water surface,
- b) flush caused by rain

9.3 The Insurance against floods and inundation **does not cover** losses caused:

- a) in areas usually flooded every 10 years or less, or flood areas identified or proposed by the authority (e.g. local) or by the river authority;
- b) by flood if the loss occurred within 10 days (inclusive) from the inception of the insurance,
- c) by leaking and increased level of groundwater;
- d) by water elevated from the sewage pipeline;
- e) by precipitations directly leaking into the building, e.g. by not closed construction holes (windows, doors...), by leaks etc.;
- f) by leaking or seepage of water due to broken integrity of structural components.

10. WATER FROM WATER MAINS

10.1 By **water from water mains** we mean liquid or water steam leaking from water mains or its accessories as a result of a sudden defect, suddenly broken integrity of the water mains or its accessories.

Within this insured risk, we will replace also the other costs for removing, immuring, eventually changing a part of pipeline, tilling or floor provided that the insured acquired on own cost.

However, we replace these costs only to the extent necessarily required for the repair, namely up to:

- a) CZK 10,000 including VAT;
- b) CZK 5,000 including VAT, if the subject of insurance is not affected by water.

10.2 By **water mains** we mean:

- a) supply and wastewater pipeline of potable or non-potable water including fittings and devices attached;
- b) sanitary fixtures;
- c) heating system including boilers and heaters;
- d) inside pipeline for rainwater drainage;
- e) internal distribution systems of ventilation, air-conditioning, or solar equipment, including devices connected to the same;
- f) internal distribution fire extinguishing systems including devices connected to the same, only in case of suddenly broken integrity of the same.

We do not consider as water mains the outside rain gutters and drains .

10.3 The insurance **does not cover** losses caused by:

- a) leaking underground water;
- b) water when washing;
- c) effects of humidity, fungus, or mould;
- d) elevated water from the sewage pipeline;
- e) water from open water taps;
- f) corrosion or *wear and tear* of water installations;
- g) as a result of frozen rainwater drains placed on the building's shell;
- h) water as a result of malfunctioning sprinkler fire extinguishing equipment.
- i) things handed over in order to render service in the household insurance.

11. ELEVATED WASTEWATER FROM THE SEWAGE PIPELINE

We replace a loss caused to the insured property by elevated water from the sewage pipeline regardless of the cause.

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The insurance **does not cover**:

- a) things handed over in order to render service in the household insurance;
- b) costs incurred for cleaning and repairing the sewage pipeline.

12. FROST

12.1 **Damage caused by frost** to water mains is covered by the insurance:

- a) in the buildings insurance, if the water mains are located inside of this building;
- b) in the household insurance, if the system was acquired by the insured person on own costs.

For the term "water mains", please see precedent definition "water from water mains".

In the building insurance for losses caused by frost, we consider furthermore as water mains the gutters and outside rainwater drains.

We will replace also the costs for removing, immuring of tilling or floor to the necessary extent.

12.2 The insurance **does not cover**:

- a) any consequential losses associated with this insured risk (e.g. damage to the plasterboard wall from a ruptured pipeline);
- b) things handed over in order to render service in the household insurance.

13. SPRINKLER FIRE EXTINGUISHING EQUIPMENT

By loss caused by **sprinkler fire extinguishing equipment** we mean a damage to the insured property by water used for firefighting due to sprinkler fire extinguishing equipment malfunction.

The insurance **does not cover** things handed over in order to render service in the household insurance.

14. LOST WATER

By **lost water** we mean the so-called financial loss caused by sudden loss of water due to provable breakdown of the water mains if you are obliged to settle it to the supplier.

The insurance **does not cover** losses from the insurance of a cooperative *apartment*.

15. WATER FROM AQUARIUMS

By the loss we mean damage to or destruction of insured property by water leaking from the aquarium.

The insurance **does not cover** things handed over in order to render service in the household insurance.

16. PRECIPITATIONS

16.1 By **Precipitations** we mean damage or destruction of the insured property:

- a) by precipitations leaking into the insured building or household;
- b) by leaking of melting snow or ice;
- c) on the building insurance also by frozen rainwater drains placed on the building's shell.

16.2. The insurance **does not cover** losses caused:

- a) by precipitations leaking through unclosed outside construction openings (e.g. by not closed roof window, micro ventilation);
- b) by effect of humidity, fungi and molds;
- c) to ancillary constructions, privately owned garages;
- d) to barns, stables and fencing at another plot;
- e) on items placed in additional premises and privately owned garages;
- f) on structural components of additional premises;
- g) on things handed over in order to render service in the household insurance.

17. SNOWPRESSURE AND -WEIGHT

By loss we mean damage of structural components by pressure, weight or slipping of snow or ice layer.

The insurance **does not cover**:

- a) losses caused by expansion of ice and leaking of melting snow or ice;
- b) losses occurred within 10 days (including) from the inception of the insurance;
- c) things handed over in order to render service in the household insurance.

18. BROKEN GLASS DUE TO CAUSES OTHER THAN THE INSURED RISKS

18.1 By **glass** we mean:

- a) fixed built-in (installed) glazing (we mean glass, but also similar materials used for the same purpose, e.g. polycarbonate, Plexiglas) of building openings and structural components including stucked foil (e.g. windows, doors, rails and loggias);
- b) glass and mirror walls;
- c) sensors of alarm security and the emergency alarm system or electrical fire alarm;
- d) glass ceramic hot plates;
- e) for household insurance as well as aquariums, terrariums, glass fireplaces and glazing that are part of the furniture of the kitchen unit.

18.2. The insurance does not cover:

- a) breakdown of glass movable items and parts thereof (e.g. display cabinets, mirrors, lightings etc.);
- b) things placed outside the building (outside lights, advertising signs, etc.);
- c) damaged glazing during installation or removal or caused by scratching;
- d) broken glazing in buildings *under construction* or overall *reconstruction*;
- e) things handed over in order to render service in the household insurance.

19. OVERVOLTAGE, SHORT CIRCUIT, UNDERVOLTAGE

By **overvoltage** we mean a voltage spike in the power network or a bolt of static electricity in the atmosphere.

By **undervoltage** we mean sudden drop of voltage in the power network.

By **short circuit** we mean losses caused by the short circuit electrical current.

The short circuit insurance **does not cover:**

- a) electric motors used for income generating activities or business;
- b) short circuit caused by penetration of humidity or water into the equipment.

The overvoltage, undervoltage and short circuit insurance **do not cover** things handed over in order to render service in the household insurance.

20. FAILURE OF A COOLING DEVICE

By **losses caused by failure of a cooling device** (i.e. fridge, refrigerator, freezer, air conditioning) we mean losses to the subject of the insurance incurred as a result of demonstrable failure of a cooling device or failure in the power network (e.g. food spoiled, damaged floor by leaking water, etc.).

The insurance **does not cover** losses:

- a) on the cooling device as such;
- b) caused by the failure in the power network, which was caused by an insured person;
- c) caused on things handed over in order to render service in the household insurance.

21. THEFT BY BURGLARY

21.1. By **theft by burglary** we mean larceny, damage, or destruction of the insured property after it was provably overcome the protective *security* at the place of insurance, i.e. if the offender:

- a) got into the place of insurance by provably using tools other than tools for proper opening; the use of such tools shall not be the mere finding that the insured property was stolen, damaged, or destroyed;
- b) got into the place of insurance using the key that the offender took possession of by theft by burglary, robbery or mugging;
- c) in the building insurance, the offender overcame an obstacle created by specific characteristics of the thing (in case of windows, eventually other building openings, we mean their location at least 3 m above the surrounding ground), and dismantled in any way the insured property.

21.2. We cover also losses, if during an actual (or attempted) theft by burglary a *structural component* of the insured property was damaged or destroyed or in case of household insurance a box, in which the insured property was located, was destroyed. The theft by burglary has to be confirmed by investigation of the Czech Police.

21.3 The insurance **does not cover:**

- a) *construction material* or *construction mechanisms and tools* kept in a separately insured and privately owned garage, in a barn and stable at another place of insurance in the building insurance;
- b) in cases when the locked place of insurance was broken into by unknown means;
- c) things handed over in order to render service in the household insurance.

22. ROBBERY

By **robbery** we mean appropriation, damage or destruction of the insured property by the offender who used violence or threat of violence upon the insured, or a representative of the insured, that the insured entrusted with taking care of the insured property,

The robbery has to be confirmed by investigation of the Czech Police.

The insurance **does not cover**:

- a) *construction material or construction mechanisms and tools* kept in a separately insured and privately owned garage in the building insurance.
- b) things handed over in order to render service in the household insurance.

23. MUGGING

By **mugging** we mean appropriation, damage or destruction of the insured property outside of the place of insurance (in difference of "robbery"), if the insured person is wearing or carrying it.

The mugging has to be confirmed by investigation of the Czech Police.

24. VANDALISM

By **vandalism** we mean willful damage or willful destruction of the insured property by a person other than the policyholder and the insured, their relative or person living with the insured in a common household.

Losses caused by vandalism do not have to be reported to the Czech Police.

The loss by vandalism **does not cover** things handed over in order to render service.

25. SIMPLE THEFT OF CONSTRUCTION MATERIALS

By this we mean appropriation of construction materials placed freely at the place of insurance of the main building, which are not secured by protective *security*.

The simple theft has to be confirmed by investigation of the Czech Police.

The insurance **does not cover** losses in the insurance of:

- a) cooperative *apartment*;
- b) garage in private ownership;
- c) barns, stables, fencing and swimming pool at another location.

26. SIMPLE THEFT OF PRAMS AND WHEELCHAIRS

26.1 By this we mean appropriation of below mentioned subject of insurance, which was placed in common parts of the house, in which the insured household is located. We cover simple theft of:

- a) pram used for its intended purpose, which is owned by the insured person;
- b) the wheelchair on which the insured person is dependent.

The simple theft has to be confirmed by investigation of the Czech Police.

26.2 The insurance **does not cover** losses:

- a) in the household insurance on the movables in the garage;
- b) caused by simple theft of things handed over in order to render service.

27. DAMAGE TO THE FACADE

By **insulated facade** we mean the external thermal insulation composite system with thermal insulation from expanded polystyrene or mineral wool and surface finish.

We replace the loss caused by the destructive activities of animals or insects on the outer insulated facade.

The insurance **does not cover** any consequential losses associated with this insured risk (e.g. ingress of water into the building) and the insurance cooperative *apartments*.

28. DAMAGE TO FENCES BY WILDLIFE

By **damage to fences by wildlife** we mean any damage to the fences caused by wildlife (wild boar, deer, etc.).

The insurance **does not cover** damage to or destruction of hedges and damages to or destruction of hedges and fences by other animals than the wildlife (e.g. dog, horse).

29. DAMAGE TO THE INTERNAL INSULATION

By **internal insulation** we mean thermal insulation material and its formation applied on the inside of external walls, roofs or in the composition of the floor, with a final surface finish.

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We replace a loss caused by destructive activities of rodents or martens.

The insurance **does not cover** any consequential losses associated with this insured risk (e.g. financial loss resulting from heat loss, ingress of atmospheric precipitations).

30. MACHINERY INSURANCE

By machinery insurance, we mean insurance of machine and electronic devices that are *structural components* of the insured building or *apartment*.

From this insurance we will replace losses arising from any other accidental cause than you have insured by this contract (e.g. if you incur a damage caused to the machinery by short circuit and you do not have this risk insured separately, we will replace the loss from the machinery insurance, but this cannot concern any of the following exclusions).

The insurance only covers damage to machinery and electronic equipment if requiring repair or replacement.

The insurance **does not cover**:

- a) loss or damage to parts of the device or substances that are subject to consumption, commonly exchanged or having inherently high degree of *wear and tear* or devaluation such as:
 - tools and interchangeable tools (e.g. templates, drills, knives, cutters, saw blades, grindstones);
 - fuses, refractory linings and pads, burner nozzles, light sources, filters, sealing materials, any pads, bands, ropes, belts, chains, wires, etc. .;
 - auxiliary, operating and supplying materials and working means (lubricants, oil, fuel, cooling emulsions, extinguishing agents, chemicals, detergents and other similar things);
- b) loss or damage for which is responsible by law or based on the contract the supplier, contractor or repairer;
- c) loss or damage caused by any defects or failures, which the insured item has had already before the conclusion of the insurance and which were or could have be known to you;
- d) machinery and electronic devices (incl. equipment, accessories and basic data) that was not put into operation or not used in accordance with the laws and requirements of the manufacturer;
- e) loss or damage as a direct result of continuous operation, e.g. normal wear and tear, cavitation, corrosion, sedimentation of scale or mineral coating, oxidation, material fatigue;
- f) loss or damage incurred by not using the item;
- g) loss or damage to audio, video, data and other records;
- h) damage caused by a computer virus.

From this insurance **we do not replace** costs incurred for ordinary maintenance and treatment of the item or the fulfillment of legal obligations to prevent losses. Further, we do not replace the costs of removal of the damaged property by public authorities in the public interest.

31. LOSS OF RENT

31.1 By **loss of rent** we mean lost rent (i.e. lost profit) that the insured would get, if an *apartment*, family house or mobile home would not sustain such loss, which made their use impossible.

The loss must be caused by an insured risk.

To pay the loss, you have to prove its amount to us by:

- a) data from the profit and loss statement (if you are a legal entity);
- b) data resulting from the tax records.

31.2 The insurance **does not cover** costs incurred as a result of:

- a) officially ordered measures limiting repair and operation of the building (e.g. order of the health officer that forbids occupancy of the *apartment*),
- b) the fact that you fail to ensure repair of the insured apartment or family house (e.g. due to insufficient funds).

32. VIP GUARANTEE

32.1 Guarantee of non-application of underinsurance

We guarantee that if underinsurance occurs (i.e. the sum insured is less than the value of the insured property) we will not reduce the indemnity.

To be able to do that in the household insurance, the sum insured cannot be less than the minimum set by us.

32.2 Guarantee of broadest cover

For losses arising out of another insurance risk than those which you can conclude in this product, we grant you the indemnity, if you prove, that occurred loss at the time of the claim is included in the cover of a similar product for the insurance of buildings or households with another insurance company in the Czech Republic.

We grant you in this case the indemnity according to the current conditions of this insurance company.

The insurance **does not cover** any of the losses we are explicitly writing about in these conditions, that we will not pay for them.

We **cannot apply** this guarantee in cases with individual adjustment of coverage or in extraordinary and timely limited offers and campaigns.

32.3 Guarantee of non-repayment of the indemnity

We can only apply this guarantee in the household insurance.

It applies to the following risks:

- a) theft by burglary;
- b) robbery;
- c) mugging.

This guarantee means that if we would pay a maximum of CZK 100 000 for any loss caused by these risks on electrical and gas devices, you do not have to repay us the indemnity, if the devices were found.

The above applies, if the insured property, for which we had paid, was found and you provide cooperation for the receipt of the amount obtained from the sale of these assets, based on the collection contract or assignment of the claim.

32.4 Stress benefit

If we pay you for the damage to the building designated for housing or permanently inhabited household by the insured person, at least amounting to 90% of the agreed sum insured, we give you in addition a bonus stated in the Insurance Policy.

The stress benefit **does not apply** to the case, if we discover underinsurance.

32.5 What does not the VIP Guarantee apply to

None VIP guarantee **does apply** to:

- a) insurance of buildings not intended for permanent housing;
- b) insurance of another than permanently by the insured inhabited household;
- c) insurance of things in school hostel and on campus.

13. WHAT DO YOU HAVE INSURED IN ADDITION?

1. Within the sum insured we will replace any reasonable and purposefully incurred **costs** of:

- a) drying or cleaning of insured buildings or *apartment*;
- b) alternative accommodation of persons living demonstrably permanently in the insured building or *apartment* if the insured building or apartment has become uninhabitable, namely max. for 6 months.

We will cover these costs if incurred due to the insured event.

2. Furthermore, from the household insurance, we will replace costs for:

- a) the replacement of the front door lock cylinder when the key was stolen in connection with the insured event;
- b) to block withdrawal from the credit cards or other document of disposal (e.g. bankbook);
- c) storing of the insured items after the loss, if the *apartment* has become uninhabitable (if agreed in the Policy);
- d) intervention of the security agency in connection with *security* of the insured household by ASES connected to the SSD if the intervention prevented a theft by burglary (if agreed in the Policy).

In this case, you have to submit:

- a valid contract with a security agency, on the basis of which you have to pay the costs of the intervention;
- the record about the realized intervention, which proves that it was a successful intervention.

Insurance **does not cover** interventions that would demonstrably not prevent the occurrence of an insured event (e.g. a false alarm caused by an animal).

3. Within the agreed sum insured we will replace also **consequential losses**, which are damages to the insured property caused by the insured event, up to the limit specified in the Insurance Policy.

We will replace the consequential damages resulting from the below mentioned risks up to the limit chosen for these risks:

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- a) In the case of building insurance it concerns the insurance risks of:
 - burglary by theft and robbery;
 - vandalism;
 - machinery insurance.
- b) In the case of household insurance it concerns the insurance risks:
 - simple theft of prams and wheelchairs;
 - failure of a cooling device.

14. UP TO WHAT AMOUNT DO YOU HAVE YOUR PROPERTY INSURED?

We provide the indemnity up to the maximum limit of indemnity specified in the Insurance Policy. The limit of indemnity applies to an Insurance Policy or for the insurance year.

15. WHEN DO YOU PARTICIPATE IN A POSSIBLE LOSS? HOW IS IT WITH THE DEDUCTIBLE?

We will ask you for the deductible in the amount agreed in the Insurance Policy with the following exceptions. We will apply the deductible within it as follows:

1. Flood

- a) 1%, min. CZK 30 000 in the building insurance;
- b) 1%, min. CZK 15 000 in the household insurance.

2. Inundation

- a) CZK 5,000 in the building insurance;
- b) CZK 3,000 in the household insurance.

3. Machinery insurance

1000 CZK

The deductible concerning **theft by burglary** in the household insurance is described below.

16. HOW DO YOU HAVE TO HAVE YOUR PROPERTY SECURED AGAINST THIEVES OR ROBBERS WITHIN THE BUILDING INSURANCE?

Protective *security* must be reasonable. As such security we consider:

- a) storing of the item in a locked building or in a locked facility site which is located on the same lot as the insured main building;
- b) to lock the item to an irreplaceable subject.

Sole fencing of the place of insurance is not sufficient.

17. HOW DO YOU HAVE TO HAVE YOUR PROPERTY SECURED AGAINST THIEVES OR ROBBERS WITHIN THE HOUSEHOLD INSURANCE?

Insured premises must be locked and *secured* against burglary by security system. We evaluate by points the individual systems according to the table **Security of the apartment** stated below.

If the sum of points is less than 100 points, the calculated difference expresses the deductible of the insured in % of losses caused by theft by burglary. We do not apply the deductible to losses caused by theft by burglaries to additional premises.

We calculate the amount of deductible always depending on the *security* status at the time of the insured event. We take into account only the security system, which was functional and active at the time of the insured event.

If the sum insured should be increased by valorization (according to the point No. 9), the requirements for *security* against burglary and the deductible will not be increased.

You have to prove the security level of an *apartment to us*. The condition of locking applies also to other insured premises.

If more entrance doors (doors from the garden, garage doors, etc.) lead to the place of insurance, we perform the consideration of security according to those of the lowest level of *security*.

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For households with a sum insured exceeding CZK 1 mil., you also must secure:

- a) not opening door wing at the entrance double doors against "ramming" (i.e. securing by screw connections, locking of the plug, etc.).
- b) glazing of the entrance door so that it does not allow the passage of the offender nor handling with security elements.

In case of failure to comply with the above conditions we cannot acknowledge the security elements of the doors as part of the *security*.

The requirements for security of additional premises are governed by the table Security of additional premises.

18. HOW DO YOU HAVE TO HAVE YOUR PROPERTY SECURED AGAINST THIEVES OR ROBBERS WITHIN THE INSURANCE OF A SAFE DEPOSIT BOX?

A **safe deposit box** must be stored in strong rooms certified in the safety class X CD according to ČSN EN 1143-1.

Active spatial detector of ASES must guard the pre-safe space and access ways.

- a) Door systems of access ways and the strong room door locks must be guarded by active contact detectors of ASES with the transmission to SSD and to the place of permanent surveillance.
- b) The pre-safe space, communication space and the space of the strong room must be equipped with elements of camera surveillance. The video output must be archived for at least 14 days. The entrance to the control of the boxes must be controlled by unequivocal personal identifiers of the entry (entry card in the name etc.).
- c) The place of insurance must be continuously guarded by at least one-man physical security. The security staff must be provided with emergency detectors of ASES. The arrival of the patrol vehicle, respectively the emergency team must be contractually arranged for max. 10 minutes from receipt of the signal of disturbance or the emergency signal.
- d) All elements of ASES must be certified in the 3rd safety class according to ČSN EN 50131.

In case of failure to comply with the prescribed *security* we can reduce the amount of indemnity, or its payment entirely deny.

19. WHAT DO WE MEAN BY THE TERM MAIN BUILDING?

By **main building** we mean the following objects including structural components and *external connections*:

1.

By **family house** we mean building intended for housing, which has a maximum of three separate *apartments* and most a cellar, ground floor, 1st floor and attic. This building must be connected to ground with a solid foundation and more than half of the floor area of all rooms must be designed for living.

By **weekend house** we mean a family house designated according to a decision of the building authority for recreational occupation. In contrary to a cottage its dimensions are not limited.

By **cottage** we mean the buildings connected with the ground by a solid foundation that is designated according to a decision of the building authority for recreational occupation, with inside area of max. 360 m³ and a built-up area of max. 80 m², including verandas, entrances and porches with a basement. It can have most a cellar, ground floor and attic.

By **mobile home** we mean an object that is made according to technical standards for motor homes for leisure time (according to the standard ČSN EN 1949 721.1647) and is fitted with a steel chassis with removable drawbar.

2.

By **garage** we mean a building that is connected to ground with a solid base and which is designated for placement of motor vehicles.

By **apartment in private ownership** we mean a set of rooms which is designated according to a decision of the building authority for housing, including all structural components and accessory of the apartment (i.e. the room intended to be used together with the *apartment*, if located within the apartment unit), including the corresponding *co-owner share* in common parts of the house.

The *apartment* must be registered in the Cadaster of real estate as an *apartment* unit in ownership of the insured.

Apartment does not mean the additional premises intended to be used with the apartment, located outside of the *apartment* unit (e.g. separate cellar).

By **cooperative apartment** we mean an *apartment* unit, including all structural components (i.e. a set of rooms which is designated

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according to a decision of the building authority for housing), located in a house owned by a housing cooperative. Cooperative *apartment* does not mean the additional premises intended to be used together with the *apartment*, which are located outside the *apartment* unit (e.g. a separate cellar).

Barn, stable, swimming pool and fencing on another land plot - the insurance covers the following freestanding objects that are outside of the land plot, on which the insured for living designated building is located.

By **structural components of cooperative and rented apartments** we mean the insurance of structural components acquired by the insured on its own expenses. The insurance **does not cover** the *structural components* common parts of the house (e.g. the roof construction including roofing, gutters and drains, etc.).

20. WHAT DO WE MEAN BY THE TERM ANCILLARY CONSTRUCTIONS?

By **ancillary constructions** we mean the following objects, which are located at the place of insurance of the main building listed in the point No. 19. What do we mean by the term main building, under number 1:

- a) all buildings connected to the ground with a solid foundation and are located on the same plot (e.g. a garage, shed, barn, fences including sliding gates, septic, well, pergola, gazebo, swimming pool, underground cellars, *dwelling-*, *breast-* and *revetment* walls);
- b) technical device intended for use with the main or ancillary construction (e.g. gas reservoir, sewage water treatment plant, swimming pool pump or well pump);
- c) paved area with concrete, cobblestone or asphalt surface. We do not insure areas with dusty surface (e.g. clinker, gravel, sand, clay);
- d) greenhouse - construction and glass fillings;
- e) site equipment;

as an ancillary construction we further also consider :

- f) garage in private ownership, which is located within 500 m from the insured's family house, weekend house, cottage, *apartment* in private ownership or mobile home.

Within the insurance of an apartment in private ownership we do consider as ancillary construction a non-residential space (i.e. rooms not designated according to a decision of the building authority for living) in private ownership of the Insured, namely including adequate *co-ownership share* in the common parts of the house. This space must be located in the same building as the insured *apartment*.

In addition, within the insurance of an apartment in personal ownership or cooperative apartment we do consider as ancillary construction the accessory of the *apartment*, i.e. additional premises intended to be used together with the insured *apartment* (e.g. a separate cellar), which are located in the same building as the insured apartment, but outside of sole *apartment* unit.

21. WHAT OPTIONAL ITEMS CAN YOU FURTHER INSURE WITHIN THE BUILDINGS INSURANCE?

1. Growths

By **growths** we mean wood (i.e. trees, shrubs and semi-shrubs), which grow in loose soil at the place of insurance of the main building listed in point No. 19 What do we mean by main building, Point No. 1. These plants must be designed for growing in the Central European climate.

We provide indemnity in case when the vegetation is damaged by more than 1/3. We pay no more than the value of the destroyed plants in growth, which is normally intended for planting.

The insurance **does not cover** fruits of the vegetation insured.

2. Fireplaces and whirlpools

By **fireplaces and whirlpools** we mean fireplaces and whirlpools, which are not connected to the ground by a solid foundation (i.e. those that are not ancillary constructions). Further at whirlpools those not firmly connected to the main building (by electric power supply or a pipeline).

3. Cemetery buildings

By **cemetery buildings** we mean graves or tombs.

- a) By **grave** we mean digging graves without lining or urn graves with built-up area of up to 3 m². The ground surface is covered with a frame and at least partially by a covering plate or a headstone.

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- b) By **tomb** we mean a walled shaft overlaid on the surface plate. Built area is greater than 3 m². On the surface, the terrain is built structure.

This insurance **does not cover** movables, which are not firmly connected to the construction of cemetery construction.

4. Awnings, shop signs and billboards

- a) by **awnings** we mean lightweight construction, mostly placed above the entrance of the house, the window or the balcony. It is also used for shading terraces or roofing of a pergola.
- b) by shop signs and billboards we mean shield or whiteboard that are firmly attached to the building or the ground and are in the ownership or lease of the insured.

22. WHAT CAN YOU ADDITIONALLY INSURE WITHIN THE HOUSEHOLD INSURANCE?

1. Items for business

By **item for business** we mean any individual movable used for income generating activities or performance of occupation. *Electronic and optical devices* do not belong to it because they are insured under the basic coverage.

2. Items left-off at the designated place

By **items left-off at the designated place** we mean any movable item that is the subject of the household insurance that you left-off outside your home to a designated place (e.g. in a cloakroom, in the waiting room at the doctor, in the theatre). We will replace also losses caused by the theft of these items by simple theft (without overcoming any *security*) if they are located in places that cannot be secured (e.g. a coat rack in the restaurant).

3. Things handed over in order to render service

By **things handed over in order to render service** we mean any movable things that are the subject of the household insurance (excluding *money, valuables, deposits* and structural components) that have been passed to a third party for the purpose of providing services (e.g. to the repair shop, dry cleaning or laundry).

4. Things in accommodation facilities

By a **thing in an accommodation facility** we mean any movable thing that is the subject of the household insurance and which is located in a hotel or pension (excluding *accessories and spare parts of vehicles*).

5. Things in the car

By **things in the car** we mean:

- a) personal belongings;
- b) the roof and rear racks and roof boxes;
- c) sports equipment;
- d) prams used for its intended purpose;
- e) *medical equipment* that the insured person is dependent on;
- f) *electronic and optical devices*.

These things must be covered by the household insurance and must be placed in the cabin, inside the luggage compartment of the car or inside the roof box mounted on the vehicle.

6. Things in school hostels and on campus

By **things in school hostels and on campus** we mean any movable things which are subject of the household insurance and which are located in areas of school hostels and campus.

7. Things in the garden

By **things in the garden** we mean garden furniture, grills, playground equipment, trampolines and robotic mowers with built-in alarm and a lock with a PIN code (at the time of the loss must be the alarm and lock in an active state).

We replace also losses caused by theft of these things by simple theft (without overcoming any *security*). On the contrary, we do not replace losses to these things caused by the weight of snow, atmospheric precipitations and further losses caused by overvoltage, undervoltage and short-circuit at the mowers.

8. Things brought by visitors

By **things brought by visitors** we mean any movable things which can be subject of the household insurance and which were brought in by visitors.

23. WHAT DO WE MEAN WHEN WE SAY AT HOUSEHOLD INSURANCE "ADDITIONAL PREMISES"?

By **additional premises** we mean:

- a) balconies and loggias, which are exclusively used by the insured person;
- b) cellar, storage room, garage, etc., which are exclusively used by the insured person;
- c) locked common rooms for bicycles, rooms for prams, drying rooms, laundry rooms, ski rooms and hallways;
- d) common parts of the house (e.g. hall, loft), and this only for prams used for its intended purpose and wheelchairs, to which the insured person is dependent on.

We do not consider as additional premises the cellar, storage room, garage or glazed loggia, if they are passing into the living space.

In this case, we consider these areas as residential.

24. WHAT DO WE MEAN WHEN USING FOLLOWING TERMS?

A

Accessories and spare parts of vehicles

We consider as accessories for vehicles the movables, which are intended to ensure the maintenance and repair of vehicles, or to protect and ensure the transported cargo (e.g. tools, warning triangle, means for attaching the cargo, first-aid kit box, roof boxes and other racks).

We consider as **spare parts of vehicles** various things that are designed to replace parts of the vehicle (e.g. replacement set of tires, spare fuses, etc.).

Ancillary constructions in bad technical condition

By ancillary constructions in bad technical condition we mean buildings that are not properly used or properly maintained. They typically have heavily damaged elements of the long-term lifetime (cracks in walls and base walls, sagging foundations, sunken roof truss structures, significant moisture of walls, ceiling structure deformation etc.). Or they may have damaged elements of short lifetime so that it harms the elements of the long lifetime (heavily damaged roofing, gutters heavily corroded, missing glazing of windows, long-term water leakage from damaged pipes etc.).

B

Barn

By barn we mean a structurally closed agricultural building designed for storage of agricultural products in large volume. It may be built of bricks, metal or wood.

Basic data

By basic data we mean operating systems, programs and data necessary for operation of the device.

Breast wall

By a breast-wall we mean a wall supporting a notch in the original (unmade) field. It is thicker (i.e. from a dense material) than the *revetment wall* (supporting a rock slope), but thinner than the *dwelling wall* (supporting the embankment).

Building under construction

By a building under construction we mean a facility under construction with the notification to the building authority or an issued building permit.

During the construction of buildings for permanent housing, for a maximum period of 5 years from the inception of the insurance, a discounted premium rate is valid. The construction period ends by the legal force of certificate of practical completion or by the fact, that someone will permanently live in the building (it is valid which comes first).

Building under reconstruction

By a building under reconstruction we mean a building where construction alterations take place, which are subject to notification to the building authority, to a building permit, to a concluded public contract, or to a certificate from an authorized inspector.

C

Cash, cash equivalents and deposits

By cash and cash equivalents we mean cash, securities, stamps etc. By the loss on deposits we mean losses caused by withdrawal of a deposit from stolen passbooks and credit cards.

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Co-ownership of the building

If we insure a co-ownership share, it concerns the insurance of ideal part of a residential building, not a specific space in the building.

Construction material

By construction material we mean construction materials, construction products or construction components, meant for maintenance or renovation of the insured main building of stated under point No. 19. What do we mean by the term main building, under point 1, of an apartment in private ownership or for a cooperative apartment? The material must be placed under protective security.

If the material is stored in the open space of the place of insurance, it can be insured for the risk of simple theft - building only. The condition is that the material is of such weight or dimensions that do not allow the storage in *secured* areas.

Construction mechanisms and tools

Such insured items are building mechanisms (e.g. mixers, scaffolding) and tools that are designed for the construction, maintenance or renovation of the main building of the insured mentioned under point No. 19. What do we mean by the term main building, under point 1, for an apartment in private ownership of the insured or for a cooperative apartment? These items must be *secured*.

D

Dwelling wall

By a dwelling wall we mean a wall terminating the embankment and shortening or replacing the embankment slope.

E

Electric appliances

By electric appliances we mean all devices and appliances powered by electricity from the power supply network.

Electronic and optical devices

By electronic and optical devices we mean (i.e. device which utilizes the electronic components for its function) information and audio-visual technology including antenna systems, telephones, tablets, further also the ASES, and fire alarm, communication systems, bells, intelligent home control units, and this including accessories.

F

Fencing

By fencing we mean a freestanding structure, which is designed to prevent or restrict movement across a border. Fencing typically has spacers and filler, or is composed of parts, or it is continuous self-supporting strip.

G

Gross negligence

Breach of necessary care and caution, violation of laws or contractual obligations, causing harm or increase of its consequences (e.g. a breach of fire regulations, violation of traffic rules, a serious violation of technological rules, work under the influence of alcohol or other addictive substances, etc.).

I

Insured risk

Possible cause of an insured event.

Insurance year

The year that begins either on the date of the inception of the insurance or anniversary.

M

Medical equipment

By medical equipment we mean compensatory aids (e.g. hearing aids, wheelchairs, insulin pumps), which the insured person is dependent on, and glasses of all kinds (including sunglasses).

We **do not consider** as medical aids the medical material, equipment and neither tools nor drugs.

Machinery

By machinery we mean all machinery firmly attached to the building (e.g. elevator, boiler, air conditioning, heat pump, submersible pump, electric garage door opener, standby power supply, *photovoltaic power plant*).

O

Optical instruments

By optical instruments we mean instruments designed to capture or zooming in, e.g. cameras, video cameras (camcorders), microscopes, etc., namely including accessories.

Outdoor connections

By outdoor connections we mean:

- a) water, sewage, gas and electric connections including valves;
- b) cable distribution;
- c) walled shelters, shafts, racks or pillars that are part of the connection.

We remind you of the fact, that that the outdoor connections must be in the place of insurance and must be owned by the insured.

P

Permanently inhabited building or household (apartment)

We consider a building or apartment as *permanently inhabited*, if it is used for permanent housing for min. 6 months of the year. The definition is met also by a *building under reconstruction* that is not inhabited during the reconstruction. However, the period of reconstruction may not exceed one year.

Photovoltaic power plant

The photovoltaic power plant must be a part of the main building or the ancillary construction. It must be installed, respectively put into operation in accordance with the requirements of manufacturers of individual components.

The beneficiary, i.e. the person receiving the indemnity from us, may be in this case someone else than the insured. The condition, of course, remains that he must be the owner or operator of the photovoltaic power plant.

R

Revetment wall

By revetment wall we mean a wall protecting notched rock slope from influence of the weather effects.

S

Safe deposit box

By a safe deposit box we mean the safe deposit box rented by the insured person, in which any movable thing that may be the subject of the household insurance is stored (excluding accessories and spare parts of vehicles and things to do business).

Security

- a) Entrance doors are any doors that lead to the insured *apartment* (hence the doors from the garden, garage doors, etc.). We do not consider the French windows and garage doors without locks from the outside as entrance doors.
- b) An *apartment* upstairs is an *apartment*, where the lower edge of all structural openings (i.e. windows, loggias, balconies etc.) are situated by the lower edge min. 3 m above accessible ground level (e.g. the sidewalk, lawn, terrace, access balcony etc.).
- c) By security cylinder lock block we mean cylinder block, which is installed in the security lock block and which meets at least the class 2 of ČSN EN 1627.
- d) By security hardware we mean hardware that:
 - ✓ prevents break and drilling of the lock block;
 - ✓ it is not removable from the outer side of the door;
 - ✓ meets at least class 2 of ČSN EN 1627.
- e) By a security locking system we mean a set consisting of a lock with security cylinder lock block and security hardware, (e.g. ROSTEX 802 + FAB 2018 B or ROSTEX R1). We consider also an electromechanical safety lock which meets the requirements at least according to the class 2 of ČSN EN 1627 as security locking system.
- f) By additional security lock we mean a set consisting of a security cylinder lock block and security hardware, which complements the main locking system.
- g) The security doors are doors with increased resistance to burglary at least according to the class 2 of ČSN EN 1627. i.e. door wing (wings) must be reinforced with sheet metal or grating against breakdown, equipped with reinforced hinges protected against unhinging and ramming, and at least 3point wheelbase lock. Or doors reinforced with steel grille with a mesh of max. 100 x 200 mm made of steel rods with a diameter of 6 mm or fully covered with a sheet with thickness of at least 1 mm.
- h) By secured windows we mean building openings:
 - ✓ with the glazing, if all are resistant against forced entry at least according to the class 2 of ČSN EN 1627 (installed grille, shutter);
 - ✓ equipped with a special safety glass, resistant against forced entry at least according to the class P1 / P1A ČSN EN 356;

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- ✓ equipped with a glazing with installed safety foil from the inner side of the glass in such a manner that it extends until its edges and meet at least the requirements of the class. P2 / P2A ČSN EN 356;
- ✓ equipped with functional shutters, resistant against ramming, withdrawal and prying out which is from the interior equipped with a locking system and which could be dismantled from the outside only by brute force.
- i) The ASES (formerly ESS) is an alarm security and emergency system for protection against burglary with a sound signaling. The proposal, establishment, operation, and maintenance of the ASES must conform to at least grade 1 according to ČSN EN 50131-1 and ČSN CLC/TS 50131-7. You must prove the compliance with these requirements by an Attest of the ASES. The SSD (security service desk or monitoring and alarm receiving center) is a device for transmission of signaling from the secured space to a point of central evaluation operated by the Police of the CR or an authorized security service.
- j) By 24 hours service we mean a physical security or reception staff at the place of insurance.
- k) A safe is a safekeeping object complying with the requirements of at least class 0 according to ČSN EN 1143-1, i.e. grade 2 of the Security Pyramid. When the safe is locked, it must be attached to the floor or wall without a chance of disassembly. We do not consider a petty cash box as a safe.

Small garden machinery

By small garden machinery we mean:

- a) lawn mowers and electric garden machinery (e.g. electric fence shears);
- b) single-axle tillers;
- c) small garden tractors,
- d) power trains with a combustion engine, unless subject to registration as a road vehicle (e.g. brush cutter).

Small watercraft

By a small watercraft we mean windsurfs, canoes, kayaks and other boats that are not subject to registration with the State waterway authority (i.e. the length of up to 5 meters and a max. output up to 4 kW / sail up to 10m²).

Stable

By stables we mean a building designed for stabling of horses. It may be built of bricks, metal or wood. We consider as stable also a shelter for horses.

Structural components

By structural components we mean:

- a) all subjects firmly embedded in the building (including glazing of all entrance openings and loggias), e.g. water heaters, boilers, sanitary devices, water taps, built-in cabinets, tiling of walls and ceiling linings, glued carpets and other floor coverings firmly attached to the floor, including floating floors, etc. .;
- b) mechanical security devices, built-in safes, electronic alarm security systems against theft, fire, etc.;
- c) within the building insurance further kitchens, including built-in or attached firmly attached electrical appliances and recessed lighting fittings.

We will further pay within the household insurance in case of damage to structural components also for minor home repairs arising as a result of an insured event, which the insured person is required to pay by law.

Swimming pool

By a swimming pool we mean an artificial pond designated for recreation, which should be largely sunk in the ground. It concerns concrete, stainless or plastic pools.

We do not consider as swimming pools the inflatable pools, above ground pools, neither partially sunken pools that are not determined by the manufacturer for this installation method.

V

Valuables

By valuables we mean:

- a) works of art;
- b) articles from precious metals, precious stones, pearls, watches, natural fur coats, hand-woven carpets and other particularly valuable items (musical instruments, coins, etc.);
- c) antiquities, i.e. things of artistic value or unique objects typically older than 100 years;
- d) things of historical value;
- e) things of collectors' value and collections, i.e. sets of things of the same nature and collectors' interest, whereas the sum of the individual items creating the collection is less than the value of the collection as a whole.

W

Wear and tear

By wear and tear we mean natural depreciation of property caused by ageing, use or external influences of long-term character (e.g. sustained exposure to thermal or mechanical effects).

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25. TABLES OF SECURITY

Security of an apartment

sum insured	≤ CZK 300,000		≤ CZK 750,000		≤ CZK 1,000,000		≤ CZK 2,000,000		≤ CZK 3,500,000		≥ CZK 3,500,000	
type of security/position of the apartment	floor	ground floor	floor	ground floor	floor	ground floor	floor	ground floor	floor	ground floor	floor	ground floor
1. any lock	100	100	50	50	x	x	x	x	x	x	x	x
2. cylinder lock block + additional security lock	100	100	70	60	20	10	x	x	x	x	x	x
3. security locking system	100	100	100	100	100	100	30	25	15	10	10	5
4. security locking system + additional security lock	130	100	130	100	130	100	65	55	15	10	10	5
5. security doors	150	100	150	100	150	100	100	60	80	40	60	30
6. secured windows in the ground floor	x	60	x	60	x	60	x	50	x	40	x	30
7. secured windows in the upper floor	60		60		60		50		40		30	
8. ASES of level 1	100		100		100		40		30		20	
9. ASES of level 2	100		100		100		60		40		30	
10. ASES of level 3 and 4	100		100		100		80		60		50	
11. SSD	150		150		150		85		75		75	
12. SSD with arrival up to 20 min.	150		150		150		100		85		80	
13. 24 hours service (physical security or reception)	15		15		15		10		10		10	

Security of additional premises

Amount of chosen limit of indemnity	Minimum security required	Limit of indemnity for loss by theft by burglary at non-fulfillment of the prescribed security
Up to 40 % of the sum insured, max. CZK 200,000	any lock	
40 % of the sum insured, max. CZK 200,000	security locking system	10 % of the sum insured, max. CZK 100,000
50 % of the sum insured, max. CZK 450,000	Security doors + secured windows	
60 % of the sum insured, max. CZK 750,000	ASES + 24 hours service daily or ASES with transmission system	
70 % of the sum insured, max. CZK 1,000,000	ASES with connection to SSD with arrival up to 20 min.	

Allianz
SPECIAL INSURANCE TERMS AND CONDITIONS
Allianz HOME
Liability – ZPP-O 1/16

valid as of 15.09.2016

COMMON PART

1. WHERE ARE THE UNKNOWN TERMS EXPLAINED?

You can find the explanation of words marked in italics at the end of this document in point No. 11. What do we mean when using the following terms?

2. WHAT KIND OF LIABILITY CAN WE INSURE?

We insure the common civil liability, the liability of the tenant of buildings and units and liability of the employee for damage caused to the employer. The insurance is described in detail in these Special Insurance Terms and Conditions (point No. 8. Against what protects you the insurance? and point No. 12. What can we insure?).

We **replace** for you from the liability insurance:

- a) actual damage on a material thing caused by its damage or destruction;
- b) harm by bodily injury and death;
- c) consequential loss (other harm to assets that results from death, bodily injury or damage to property e.g. loss of earnings and loss of profit, etc.).

3. WHAT IS AN INSURED EVENT?

An insured event is an incidental event where you, the persons living with you in the same household or other persons mentioned in these Special Insurance Terms and Conditions, will cause unintended harm to anyone and you become liable by law to compensate this harm.

The insured event is a harm:

- a) caused by your act or omission that occurred during the insurance duration;
- b) that occurs during the insurance duration;
- c) covered by your liability insurance.

All claims arising from a single cause or directly related multiple causes we consider as one insured event.

4. TO WHOM AND TO WHAT EXTENT WILL WE PAY THE INDEMNITY?

In the case of the liability insurance the beneficiary is the insured, but the indemnity will be paid to the injured party.

We determine the amount of indemnity based on the applicable law and claims for compensation of the harm claimed and proven by the injured party.

For one insured event, we will provide indemnity up to the limit of indemnity agreed in the Insurance Policy.

To cover all insured events occurring during one insurance year including compensation for costs of proceedings we provide maximum indemnity up to the limit of indemnity agreed in the Insurance Policy.

5. WHAT DO YOU HAVE TO DO IF YOU CAUSE HARM TO SOMEBODY?

If you cause harm to someone, it is necessary to:

- a) notify us as soon as possible that the injured party seeks compensation for harm;
- b) comment liability and the required amount of compensation;

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- c) notify to us, if the injured party asserts or asserted his claim for compensation for harm at a court, arbitrator or other public authority, to inform us about who will be your legal representative and about the progress and outcome of the proceedings.

In the procedure for compensation of harm it is necessary to follow our instructions and not to discharge and recognize the claimed compensation without our written consent and not to conclude any agreement of settlement, neither a court settlement.

6. WHAT WILL WE NOT PAY FROM THE INSURANCE?

In this section we describe situations in which we will not pay. Some other restrictions are also specified in these Special Insurance Terms and Conditions (point No. 8. Against what protects you the insurance?, point No. 9. Where does the insurance protect you? and point No. 10. What to be aware of?).

1. The insurance does not cover a *pure financial loss*, i.e. loss that is not directly related to property damage or bodily injury.
2. The insurance does not cover harm directly or indirectly caused or increased:
 - a) intentionally by you, by the insured, by the relative of the insured or by a person living with him in a common household, by the authorized person or other person acting on the initiative of one of them;
 - b) after consuming alcohol or application of narcotic or psychotropic substances by a person insured under this insurance;
 - c) on items (e.g. phone, camera) that the insured person borrowed, hired or rented to use it for its own use or for that of other persons insured or which he uses unlawfully;
 - d) by the ownership, maintenance and *operation of any vehicle, aircraft, flying equipment and watercraft of all kinds*;
 - e) on aircrafts, flying equipment and watercraft of all kinds;
 - f) by the *loss of an item*;
 - g) in any connection with software, managing data, electronic communications and internet services;
 - h) in any connection with the handling of ammunition, fireworks, explosives, dangerous chemicals or hazardous waste;
 - i) by *subsidence of soil or landslide*, erosion, undermining, vibration, gradual penetration of moisture;
 - j) by molds, fungi and spores;
 - k) on the *environment* or consisting of environmental damage;
 - l) by animals to plants;
 - m) by the introduction or extension of any contagious disease;
 - n) by fines, penalties or other payments that are punitive, preventive or exemplary character;
 - o) by compensation for the harm adjudicated by the court based upon law of the United States of America or Canada.
3. Unless in the Insurance Policy agreed otherwise, the insurance does not cover harm caused:
 - a) to leased buildings or residential units;
 - b) to the space reserved for the accommodation of the insured (e.g. hotel room);
 - c) by reimbursement of medical expenses incurred by health insurance;
 - d) by providing health insurance benefits or pension from the pension insurance.
4. The Insurance does not cover as well the obligation to compensate for damage caused by:
 - a) fulfillment of tasks in employment or similar relationship or in direct connection with it (unless you have concluded the insurance cover ZAM-ZAM);
 - b) work injury or occupational disease;
 - c) the exercise of business activity;
 - d) in connection with the activities for which you have a legal obligation to take out a liability insurance;
 - e) incurred at active participation in any sports events and races, including preparing for them in their place of action.
5. We further do not pay from the liability insurance for harm caused by you:
 - a) to other persons insured by the same Insurance Policy;
 - b) to your husband / wife, registered partner, to siblings, to relatives in direct line, to other relatives and to persons living with you in a common household;
 - c) to a business entity in which you or the person referred to in letter b) have an ownership interest, and this up to the amount of such participation;
 - d) to a natural person or to persons referred to in letter b) which has an ownership interest in the insured entity.
6. We do not pay from the insurance of liability arising from the ownership of an apartment building, which was established as condominium, the harm caused to the owners of units and their spouses, registered partners, siblings, relatives in direct line, other relatives and other persons to persons living with them in a common household, up to the respective ownership share of the unit owner in the common areas of the house. This applies in the event of occurrence of a loss for which the insured person is liable.

If the apartment or non-residential space belongs to the common property of spouses, the respective ownership share of each spouse for these purposes will be added by a half.

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When the apartment or non-residential space is owned by more co-owners, then to each of them a co-ownership interest in the common areas of the house to the extent of his ownership interest in the apartment or non-residential space will be added .

7. If the damage was caused or increased by *gross negligence* whether of the insured, a person close to him, authorized person or other persons acting on the initiative of one of them, we reduce the indemnity proportionally to the effect that the conduct had on the formation and the extent of harm incurred.

7. WHO IS PROTECTED BY THIS INSURANCE?

This insurance protects you, persons living with you in the same household (i.e. the insured persons) and further natural persons authorized by you:

- a) to free execution of auxiliary building works on a family house (weekend house, cottage), mobile home or apartment in the private ownership of the insured person if they caused the harm when performing this activity;
- b) to free custody of your *animal*, if they caused the harm when performing this activity;
- c) to free guardianship of your household or to performing routine housework in it (if you agree this in the Insurance Policy), if they caused the harm when exercising this activity.

For all these people, we will pay in case of an insured event to the injured person the harm according to the law or to the Insurance Policy.

8. AGAINST WHAT ARE YOU COVERED BY THE INSURANCE?

The scope of insurance is shown in the Insurance Policy. Below you can find what we mean by specific cases.

1. By **common activities in civil life**, we mean a harm that may be caused by your daily activities (e.g. children shattering windows, breaking of a vase while shopping, etc.).

2. By **management of the household of the insured and operation of its equipment** we mean a harm that may be caused by normal activities carried out in the household (e.g. flooding a neighbor when washing).

3. By **recreational sport** we mean a harm that may be caused in unorganized sport. If while cycling damage to a motor vehicle incurred, you have to prove that the accident was investigated by the police of the CR.

4. By **breeding dogs and other small animals**, we mean a harm that can cause *domestic animals* and other small animals:
a) that you own;
b) that are not considered as dangerous;
c) that are not bred for commercial purposes.

5. By **using small watercraft for recreational sport and recreation** we mean harms that may be caused by the use of small watercraft outside the organized activity (e.g. out of water sport clubs).

6. By the **exercise of ownership of a family home (weekend house, cottage), mobile home or apartment in private ownership**, we mean harm that may arise from ownership under the responsibility of the insured person as the owner of the above-mentioned permanently occupied buildings, and to the extent specified Insurance Policy.

The insurance **does not cover** harm resulting from the ownership of those buildings under construction, under reconstruction or arising during the demolition.

7. By **do-it-yourself performance of minor construction works on a family house (weekend house, cottage), mobile home or apartment in private ownership**, we mean harm that may be caused by the insured person for *minor construction works* on the permanently occupied buildings, and to the extent specified in the Insurance Policy.

8. By **breeding dogs (more than one), and farm animals** we mean harm that can cause dogs and *farm animals*:
a) that you own;
b) that are not considered dangerous;
c) that are not bred for commercial purposes.

9. By **legal possession and use of weapons for private purposes** we mean harm that may be caused by the use of all types of weapons, if you use them legally and in unorganized events.

Insurance **does not cover** harm caused by the exercise of hunting rights.

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10. By **costs incurred for treatment by health insurance and provided social insurance benefits** we mean cases where you will cause by illegal action harm on which basis:

- a) the health insurance company will claim compensation of the costs of treatment incurred;
- b) the competent authority of the state administration of the Czech Republic will claim compensation of paid social insurance benefits.

11. By **damage to the rented building or unit**, we mean losses that may be caused by fire, explosion, water from the water mains and water from the sewage pipeline to permanently inhabited building or unit.

You have to state the address of a rented building /unit in the Insurance Policy for this risk.

When you underlet the leased building/unit or part thereof to your employee based on a concluded written sublease contract, then this employee becomes insured for losses caused from this risk instead of you by the day of signing the sublease contract. You have to inform the insured employee with the content of this Insurance Policy.

The insurance **does not cover** losses:

- a) caused by wear and tear and aging, by excessive mechanical load, excessive use;
- b) on heating devices, on water boilers, on boilers, on electric and gas devices;
- c) caused by animals.

12. By **damage to the accommodation facility** we mean harm that may be caused in an accommodation facility (e.g. hotel), and this on building components and equipment.

This insurance **does not cover** damages caused to dormitories, school hostels and colleges (i.e. objects intended for long-term accommodation).

By damage to the things taken over we mean harm that may be caused to the things you have lent or borrowed to be used for your own use or for the use of other insured persons (e.g. cameras borrowed for holidays, the phone from a friend because my broke down).

9. WHERE ARE YOU COVERED BY THE INSURANCE?

1. The insurance is valid in the Czech Republic. We can agree in the Insurance Policy the scope for the whole of Europe, but there is a condition that the planned length of stay does not exceed 3 months.

Outside of the Czech Republic, the insurance **does not cover** harm resulting from:

- a) exercise of ownership of a family home (weekend house, cottage), mobile home or apartment in private ownership of the insured person;
- b) do-it-yourself performance of minor construction works on the same site;
- c) breeding of animals.

2. You will further not broaden the territorial scope for losses caused:

- a) on the leased building and unit;
- b) in the accommodation facility;
- c) on things taken over.

10. WHAT TO BE AWARE OF?

If this insurance protects a legal entity, we will pay for it to the injured party only the harm resulting from the ownership of the family house (weekend house, cottage), or an apartment in private ownership, if this is permanently occupied by somebody.

If you agree this in the Insurance Policy we will compensate also:

- a) a loss caused to the leased building or an apartment in private ownership used for housing;
- b) the costs of treatment incurred by a health insurance company and provided social security benefits.

11. WHAT DO WE MEAN WHEN USING FOLLOWING TERMS?

A Actual damage

Actual damage is the reduction of property of the injured party in comparison to the state before the loss occurrence respectively the costs necessary for bringing the property of the injured party to the state before the loss occurrence.

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Animal

We consider for the purpose of this insurance an animal as tangible thing, movable in the extent, to which this is not contrary to its nature.

D

Damage to things

By damage to things we mean a damage or *destruction of things*, not their loss.

Dangerous animals

For the purposes of this insurance we consider as dangerous animals beasts, extremely poisonous reptiles, insects and other animals that can be seriously dangerous to human life or health.

Destruction of a thing

By destruction of a thing we mean such a state of the thing when the thing cannot be any longer used for its original purpose and it is not possible to reinstate it by economically reasonable repair.

Domestic animals

By domestic animals we mean the animals usually kept inside the house or in its surroundings (e.g. dogs, cats, poultry, rabbits, fish, reptiles, spiders, rodents, etc.).

E

Environmental loss

By environmental loss we mean harm to the environment or its parts (e.g. air, soil or living organisms), which includes also consequential losses directly related to the contamination of the environment (e.g. death loss of fish due to water contamination or loss of profits).

F

Farm animals

By farm animals we mean horses, cattle, sheep, goats and other bigger animals traditionally bred on farms.

G

Gross negligence

By gross negligence we mean neglecting of due care and prudence, violation of laws or assumed contractual obligations, which caused harm or increase of its consequences (e.g. a breach of fire regulations, violation of traffic rules, a serious violation of technological rules, etc.).

L

Landslide

By landslide we mean the movement of rock or soil from higher elevations of a slope to lower positions, which occurs by earth gravity or human activities at violation of the conditions of static balance of the slope.

Loss of a thing

By loss of a thing we mean a condition, where the injured party lost independently of its will, the possibility of disposal with the thing.

M

Minor construction works

By minor construction works we mean simple construction works, which do not require specific expertise and skills and are performed free of charge.

O

Operation of vehicles, watercraft and aircraft

For the purposes of this insurance there is included the operation of vehicles, watercraft and aircraft putting into motion, the movement of vehicles, watercraft and aircraft, their bringing to standstill and their maintenance.

Organized sport

By organized sport we mean, for example, races and competitions, friendly matches, training camps, trainings.

P

Pure financial loss

As a pure financial loss we describe another harm to property, which does not result from death, bodily injury or *damage to a thing*.

S

Small watercraft

By small watercraft we mean surfboards, canoes, kayaks and other boats, which are not subject to registration of the State Navigation Administration (the length of the ship or floating object does not exceed 5 m, they are without power, respectively with drive with an output of up to 4 kW or a total sail up to 10 m²).

Subsidence of soil

By subsidence of soil we mean downward motion of the surface towards the center of the earth due to the action of natural forces or human activity.

DEFINITIONS OF TERMS:

Permanent occupation, family house, weekend house, cottage, mobile home, apartment in personal ownership, building under construction and building under reconstruction can be found in the Special Insurance Terms and Conditions Allianz HOME permanently inhabited buildings and households - ZPP-BD 1/16 (point No. 19. What do we mean by the main building? and point No. 24 What do we mean when we use the following terms?).

LIABILITY INSURANCE FOR LOSSES CAUSED BY THE EMPLOYEE TO THE EMPLOYER (ZAM-ZAM)

12. WHAT CAN WE INSURE?

It must be reminded first that the liability of the employee to the employer is not governed by the Civil Code, but the Labour Code, which was published under the number 262/2006 Collection of Laws of the Czech Republic. You can conclude the insurance if you are employed under an employment contract (§ 33 et seq. of the Labour Code), or contracts for work (Labour Code §76).

This insurance serves to compensate the losses which you have to compensate according to the Labour Code to the employer, because it was caused:

- a) as a result of culpable violation during performance of your work tasks;
- b) by the loss of tools, personal protective equipment and other similar things that your employer has entrusted you against a written confirmation.

If we conclude it in the Insurance Policy, the insurance covers also a loss caused in connection with the driving of means of transport of the employer, provided that the loss occurred in a *traffic accident*.

The insurance covers the insured event where the loss occurred on the territory of the European Economic Area.

13. WHAT DO WE MEAN WHEN USING FOLLOWING TERMS?

Defective work done during assembly, repairs, modifications and construction work - a state where the outcome of this work does not show the set, announced or agreed characteristics, in other cases (e.g. not agreed in the contract of work) characteristics that can be reasonably expected.

Traffic accident – an event in the road traffic (such as an accident or collision), which occurred or started on the road and involving death or injury to persons or loss to property in direct relation with the operation of a vehicle in motion. If damage to a motor vehicle occurred in an enclosed space in a building that is owned or operated by the policyholder, this is not considered as a traffic accident, in the case that there is no death or bodily injury of persons.

Working machine - a device determined for carrying and handling things during the performance of business of the employer.

14. WHAT IS AN INSURED EVENT?

An insured event is a loss caused by the insured employee to his employer by culpable misconduct in the performance of work tasks or in direct connection with it, and according to the Labour Code, he becomes liable to compensate the loss.

The Insured event is a loss:

- a) that is caused by your act or omission that occurred during the insurance duration;
- b) that occurs during the insurance duration;
- c) covered by your liability insurance.

All claims arising from a single cause or multiple directly related causes we consider as one insured event.

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15. WHAT DOES THE EMPLOYEE HAVE TO COMPENSATE TO THE EMPLOYER?

The employee is obliged to compensate to his employer only the property harm (loss) caused directly by him. This means that if you cause damage to third parties, this will be borne by your employer. However, by that he becomes the injured person and may therefore request its compensation from you.

16. WHAT DO YOU HAVE TO DO, IF YOUR EMPLOYER IS CLAIMING COMPENSATION OF A LOSS FROM YOU?

Report to us as soon as possible, that the employer requests from you the compensation of a loss. In order to enable us to investigate quickly the event and possibly provide indemnity, we need to have as soon as possible all documents and information available, that we request. Without them, we do not have to provide you the indemnity. In particular we need:

- a) protocol of the damage commission of the employer or other document in which your violation of the employee's duties, the amount of damages and the amount of compensation required by the employer is described;
- b) your statement, if you acknowledge your fault and whether you agree with the amount of compensation required by the employer;
- c) documents proving the amount of the loss incurred (e.g. repair bills, photo documentation, etc.);
- d) the calculation of your average monthly earnings before the loss issued by the employer in accordance with applicable laws.

17. HOW DO YOU PARTICIPATE ON THE POTENTIAL LOSS?

In case of a loss we will want from you a deductible of 10%, min. 1000 CZK.

18. WHAT WILL WE NOT PAY FROM THE INSURANCE?

1. The insurance **does not cover a pure financial loss**, (e.g. fines or penalties imposed on the employer or to a third party by an administrative authority). It is not important whether the sanction was imposed on the employer or a third party.

2. From the insurance we will not provide indemnity for a loss caused:

- a) to the employer, whose seat is not on the territory of the Czech Republic;
- b) during the activity held under the contract for work;
- c) by deficit for entrusted values which the employee is obliged to account;
- d) by *loss of a thing*, unless it concerns a thing your employer entrusted you against written confirmation;
- e) when performing an activity other than that resulting from the type of work agreed with the employer;
- f) when performing the activities for which you do not have the prescribed training;
- g) during activity on machinery and equipment, to which operation or use you do not have the respective authorization;
- h) by faulty executed work at assemblies, repairs, modifications and construction work;
- i) by negligence in prescribed operation or maintenance.

3. In the event of damage caused by a road accident:

- a) you must ensure investigation of the accident by the Police of the Czech Republic;
- b) when the law does not impose the obligation to report the accident to the police, you need to write a record of the road accident, stating who is responsible for causing the accident;
- c) when the legislation does not impose even an obligation to write a record of road accident, you have at least to provide sufficient evidence about the circumstances of the occurrence and extent of the loss (e.g. by photographic or film recording).

You will find the basic exclusions in these Special Insurance Terms and Conditions (point No. 6. What will we not pay from the insurance?).

Allianz
SPECIAL INSURANCE TERMS AND CONDITIONS
Allianz HOME
Assistance services
Home Assistance – ZPHA 1/16

valid as of 15.09.2016

COMMON PART

1. HOW IS THE INSURANCE ALLIANZ HOME GOVERNED?

The assistance services HOME Assistance are governed beside these [Special Insurance Terms and Conditions Allianz HOME Assistance services HOME Assistance – ZPHA 1/16](#) (we will call them only **ZPHA**) also by the [General Insurance Terms and Conditions](#) and [by Special Insurance Terms and Conditions](#), which are part of your Insurance Policy for the insurance Allianz HOME. These ZPHA describe the conditions for providing assistance services within the property insurance and civil liability insurance. The purpose of these ZPHA is to explain to you under which conditions and circumstances you can use our assistance.

2. WHO IS PROVIDING THE ASSISTANCE SERVICES?

The assistance services are provided by the contractual partner of Allianz pojišťovna, a.s. (in the text we use the term **us**).

3. TO WHOM ARE THE ASSISTANCE SERVICES DETERMINED?

To natural or legal persons whose property is insured by the product of Allianz HOME (in the text we use the term **you** or **client**).

4. WHAT DO WE MEAN WHEN USING THE FOLLOWING TERMS?

Contractor/provider - a natural or legal person registered in our database of contractors/providers.

Emergency situation - an accidental and unexpected event that is not usual in the operation of the insured building and/or household, restricts its normal operation and requires urgent repair.

Technical emergency service (hereinafter referred to as **TES**) - a natural or legal person registered in the database of our service providers, who intervenes in case of an emergency (emergency situations). TES includes the following professions: plumbers, heating technician, gasman, locksmith, electrician, glazier, roofer.

Urgent repair of the insured property - the repair made to the existing facility so that it can be again set out without undue delay to the operation and can be used for previous purpose.

5. WHEN CAN YOU USE THE ASSISTANCE?

1. You can use the assistance services from the date of inception of the insurance throughout the duration of your Policy.
2. For trouble-free use, you should follow these ZPHA and instructions of our operators. It is also a condition that the contractor performing the work has been intermediated by us.
3. We are entitled to request from you any information that may be needed to secure the assistance services.

6. WHERE ARE THE ASSISTANCE SERVICES PROVIDED?

The assistance services are provided only in the place of insurance specified in the Insurance Policy. An exception applies in the case of assistance for cyclists where assistance services are provided at the point of breakdown or accident (in the territory of the Czech Republic).

This document has been translated for information purposes only. The legally binding text is the original Czech version of Insurance Terms and Conditions.

7. WHAT ARE YOU ENTITLED TO WITHIN THE ASSISTANCE SERVICES?

1. Within the scope of assistance services you are entitled within one insurance year to a free use of the agreed number of assistance interventions. We pay the expenses for individual interventions up to a maximum limit specified in the Insurance Policy. You pay the costs that exceed the agreed limit, or yearly number of interventions from your own funds.
2. The offered range of services, the number of interventions and limits are described in the table below. It is stated in your Insurance Policy, which assistance services you have concluded.

8. WHAT HAPPENS IF WE ARE NOT ABLE TO SECURE THE INTERVENTION?

If we are not able to provide immediate intervention within the scope of the assistance services, we will pay you the cost of resolving a situation that you can arrange by your own, up to the limit specified in the table. To enable us to pay the intervention, you have first to discuss the situation with us and then send the original proof of payment by mail. In exceptional cases, and if it is approved by us, you can send a scan of the original document by e-mail.

9. WHAT ARE THE SCOPE AND LIMITS OF THE INDIVIDUAL SERVICES?

The scope and limits are given in the table below. We include into the limits the cost of labour and materials or spare parts used to repair specific defective equipment or appliances. The transport costs of the contractor/provider or TES in real terms are paid by us. This does not apply to assistance for cyclists, where transportation costs are included in the limit.

Type of URGENT assistance service	Scope of services	Limit for 1 intervention	Number of interventions per year
Basic assistance *	Avoiding the state of emergency (assistance in emergency situations or slamming keys)	CZK 4 000	2x
Extended Assistance *	Avoiding the state of emergency (assistance in emergency situations or slamming keys) Deratisation and disinsection Service of domestic electrical appliances	CZK 4 000	2x
Deratisation and disinsection	Intervention of a specialist against rodents, insects and other arthropods	CZK 4 000	2x
Servicing of domestic electrical appliances	Repair of domestic electrical appliances	CZK 4 000	2x
IT assistance	Intervention by remote access	CZK 4 000	2x
Assistance for a cyclist	Transport of the bicycle to the nearest repair shop or wherever the client determines	CZK 2 000	3x
Assistance for cyclists - FAMILY	Transport of the bicycle to the nearest repair shop or wherever the client determines	CZK 2 000	3x
Blue pages	Find a contact for the contractor	none	unlimited

* You can apply for the basic and extended assistance in one place of insurance a maximum of 2 interventions per year, but at most six interventions on one Insurance Policy for the insurance year.

10. WHEN DOES NOT ARISE THE RIGHT FOR ASSISTANCE SERVICES?

1. If you submit us inaccurate, incomplete or willfully distorted information, you expose the risk of rejection or delay in providing intervention.
2. If the loss was caused intentionally, by gross negligence or after consuming alcohol or application of narcotic or psychotropic substances by the client or persons who uses the subject of insurance.
3. We also do not cover a consequential financial loss (i.e. loss of earnings and loss of profits) and the costs for the services that you have ordered without our prior consent or not directly related to assistance services.
4. The assistance services do not cover preventive interventions, legal revision or surveys.

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11. WHAT IS THE PROCEDURE FOR THE USE OF ASSISTANCE SERVICES?

1. The assistance services are provided 24 hours a day, 365 days a year.
2. In cases when circumstances occurs upon which you are entitled to assistance service, please contact us without undue delay on the tel. number:

+420 241 170 000

Tell the operator the number of your Insurance Policy with Allianz and detailed description of the event, or other information requested by the operator.

3. The operator will contact you shortly again and will give you the information on the TES or respective specialist and estimated time of their arrival.
4. In case of avoiding the state of emergency and assistance for cyclists, we secure departure of TES and emergency vehicle as quickly as possible (usually immediately). For services of deratisation and disinsection and service of domestic electrical appliances, we send out a specialist usually within 3 working days.
5. In some cases, when it more losses occurred at the same time on a larger area (i.e. windstorm), we will not be able to organize departure of TES (mainly glaziers and roofers) immediately after reporting an emergency situation, but we will do so as soon as possible.
6. The TES or a specialist will present himself as a partner of the assistance company after arrival at the place of insurance. After assessing the situation he will tell you what measures or repairs need to be conducted, as well as the estimated costs for the work and materials used. If you agree with the scope of repairs, the price for the work and used material, you are closing with the TES or specialist an oral agreement on work. Otherwise the TES or the specialist is not authorized to intervene and make out the work.
7. In the event that you do not speak Czech language and the TES / specialist does not speak the English language, we arrange by telephone the translation of the communication into English.
8. After the repair the TES or the specialist is obligated to issue on the spot a report of intervention, which you have to sign and keep one copy. This report serves at the same time as a warranty deed on the work done.

12. WHAT IS THE PROCEDURE FOR THE USE OF THE IT ASSISTANCE?

1. Contact the IT-assistance the provider by using website <http://www.allianz.cz/itpomoc/>. If you have a problem with downloading the website, contact our operators at the above tel. number.
2. We will verify your insurance and we will provide assistance intervention by remote access.
3. After completion of the intervention you will be sent a report on the provided intervention to the email address submitted by you.

AVOIDING STATE OF EMERGENCY

(help in emergency situations or slamming keys)

1. WHEN ARE YOU ENTITLED TO THIS SERVICE?

1. In an emergency situation, which you are unable to resolve on your own.
2. When you slam keys, i.e. in a situation where no damage to the entrance door of the building or home occurred, and you are despite this unable to open the door in the usual way and by your own means.

2. HOW DOES THE ASSISTANCE WORK?

1. We send to the place of insurance the TES, which will take the necessary measures to avert the state of emergency. If in connection with the emergency situation a loss has already occurred, the TES mitigate its consequences or prevents occurrence of

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the consequential loss.

2. The decision, whether a state of emergency (emergency situations) occurred, due to the need of professional judgment, belongs fully to us.

3. When the insurance company after the insured event decides that a household is uninhabitable, we pay within assistance services the transport of household members (taxi, bus, train, etc.) to their nearest relatives or in accommodation facility of a hotel type. We decide about the mode of transport and the category of accommodation. The costs of stay at the accommodation facility are paid in the scope of the valid Insurance Policy, they are therefore not a part of the assistance services.

4. In case of fire, gas leaks, etc. the assistance services may be provided first after the intervention of the fundamental components of the integrated rescue system (fire brigade, police, ambulance).

DERATISATION AND DISINSEKTION

1. WHEN ARE YOU ENTITLED TO THIS SERVICE?

In case of sudden occurrence of rodents, irritating insects or other arthropods in the place of insurance.

2. HOW DOES THE ASSISTANCE WORK?

We send to the place of insurance a specialist on deratisation and disinsection who undertakes the necessary measures to kill or limit the occurrence of these animals.

SERVICING OF DOMESTIC ELECTRICAL APPLIANCES

1. WHEN ARE YOU ENTITLED TO THIS SERVICE?

1. In the event of a breakdown of a domestic electrical appliance, which will impede you from its normal use, i.e. for the purpose for which it was designed.

2. It concerns the following domestic appliances: refrigerator, combined fridge, freezer, washing machine, clothes dryer, washing machine combined with the dryer, dishwasher, TV, cooker, oven (except separate microwave), hob, hood.

3. The domestic electrical appliance may no longer be covered by the warranty provided by the manufacturer or vender.

4. The domestic electrical appliance was purchased as a new one in the Czech Republic.

5. The domestic electrical appliance is not older than five years.

2. HOW DOES THE ASSISTANCE WORK?

1. We send to the place of insurance a specialist (electrical repairperson) to get the domestic electric appliance repaired.

2. You are obliged to submit before the repair a proof of purchase (or a warranty card or other similar document) with the date of sale.

3. WHEN DOES NOT THE RIGHT FOR ASSISTANCE SERVICES ARISE ?

Within service of domestic appliances we do not provide assistance, if the damage of the appliance was caused by natural disasters (i.e. earthquakes, floods, etc.).

IT ASSISTANCE

1. WHAT DO WE MEAN WHEN USING THE FOLLOWING TERMS?

Product - desktop or laptop, ultrabook, tablet or notebook, which is not covered by the warranty provided by the manufacturer or vender anymore.

2. WHEN ARE YOU ENTITLED TO THIS SERVICE?

1. At significant reduction in the speed of the product (e.g. opening of a file or program takes longer than usual).
2. At the occurrence of an error message.
3. In case of forgotten passwords (e.g. email client - @seznam, @centrum, @gmail etc.) - does not apply to passwords in the operating system (e.g. Windows).
4. At infection of your software product.
5. At a random or accidental deletion of data.
6. If you need to consult by phone a particular problem with a product or to recommend a suitable repair-shop for product repair.

3. HOW DOES THE ASSISTANCE WORK?

1. The intervention by the remote access, in case you dispose of functional internet access, includes the following actions performed by the provider (24/7 availability):

- a) testing system for detection of faults or eventual conflicts of hardware and software;
- b) removing undesirable/error applications or software;
- c) installing drivers/OS security updates;
- d) virus removal, installation of a free or of a by the client purchased antivirus programme;
- e) help with connecting the external devices to the computer;
- f) data recovery - only if the deleted data is not overwritten or attempt to restore by do-it-yourself has not been already undertaken.

2. Phone consultations with the provider (24/7 availability) - if you need to consult a particular problem with a product or to recommend a suitable repair-shop for product repair.

"Unfortunately, we cannot be liable for any possible loss of data that occurs in connection with the assistance intervention."

4. WHEN DOES NOT THE RIGHT FOR ASSISTANCE SERVICES ARISE?

1. We do not provide IT assistance in case of damage caused by electrical overvoltage, mechanical damage to the product or forgotten passwords to operating system (e.g. Windows).
2. If you ask for support for software that was not legally purchased.
3. In case of any problems with the internet connection, which are caused on the side of the Internet provider (e.g. slowdown).

ASSISTANCE FOR CYCLISTS

1. WHAT DO WE MEAN WHEN USING THE FOLLOWING TERMS?

Accident - an accidental event, in which due to the influence of external factors comes to damage, destruction or depreciation of operation of the bicycle.

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Breakdown - immobility or traffic incapacity of the bicycle on the roads caused by wear and tear or damage to its components.

2. WHEN ARE YOU ENTITLED TO THIS SERVICE?

1. The assistance for cyclists provides protection on the journeys undertaken on a bicycle.
2. It is valid in the territory of the Czech Republic.
3. Option **Assistance for a cyclist** applies to 1 bicycle of yours, option **Assistance for cyclists - FAMILY** of up to 5 bicycles within the family (eventually persons living with you in the same household).
4. For the services it is essential that you are located at the moment of reporting a loss on the road of the first, second or third class, or in a terrain to which access is possible and legally permissible.

3. HOW DOES THE ASSISTANCE WORK?

1. If the bicycle becomes during the journey immobilized (breakdown or accident), we will send to you the assistance service, which takes the bicycle to the nearest repair shop capable of bicycle repair, or to another location, that you specify. We will take you to this site together with the bicycle.
2. The assistance service does not replace the intervention of the fundamental components of the integrated rescue system (fire brigade, police, ambulance car).

4. WHEN DOES NOT THE RIGHT FOR ASSISTANCE SERVICES ARISE?

1. We do not provide the assistance for bikers if the loss occurred in connection with participation in the sports event, which is any organized competitive event of amateur or professional character.
2. The assistance for cyclists does not apply to electric bikes.

ALLIANZ BLUE PAGES

1. WHEN ARE YOU ENTITLED TO THIS SERVICE?

You can use the Allianz blue pages at any time, if you want to carry out a repair or modification on the equipment of your building or household.

2. HOW DOES THE ASSISTANCE WORK?

1. We will arrange for you within 2 working days of your request a contact with the appropriate contractor from our, eventually other publicly available database.
2. We pay only the costs of the mediation of the work of the contractor, not of the material, labour, transportation and all other costs associated with the execution.

3. WHEN DOES NOT THE RIGHT FOR ASSISTANCE SERVICES ARISE?

If the contractor is not repeatedly successful to reach you by phone.

Allianz
SPECIAL INSURANCE TERMS AND CONDITIONS
Allianz HOME
Legal protection – ZPP-PO 1/16

valid as of 15.09.2016

COMMON PART

1. HOW IS THE LEGAL PROTECTION INSURANCE GOVERNED?

The legal protection insurance is governed beside these [Special Insurance Terms and Conditions Allianz HOME Legal protection – ZPP-PO 1/16](#) (we will call them only **ZPP-PO**) also by the [General Insurance Terms and Conditions](#) and by [Special Insurance Terms and Conditions](#), which are part of your Insurance Policy for the insurance Allianz HOME.

2. WHO IS PROVIDING THE LEGAL PROTECTION INSURANCE?

The legal protection insurance is provided by Allianz pojišťovna, a.s. (in the text we use for simplification the term **us**).

The settlement of claims from this insurance provide solely the company D.A.S. Rechtsschutz AG with its registered office in Vienna, business address Hernalser Gürtel 17, A-1170 Vienna, Austria, the number of entry in the Commercial Register at the Commercial Court Vienna: FN 53574 k, running insurance activities in the Czech Republic by means of the branch (organizational entity) D.A.S. Rechtsschutz AG, branch office for the Czech Republic with registered office Vyskočilova 1481/4, Michle, 140 00 Prague 4, Company ID No. 03450872.

3. FOR WHOM IS THE LEGAL PROTECTION INSURANCE MEANT?

To natural persons whose property is insured by the product of Allianz HOME (in the text we use the term **you** or the **client**).

4. WHAT IS THE PROCEDURE WHEN USING THE LEGAL PROTECTION INSURANCE?

1. In cases you need to use legal protection insurance, please contact us without undue delay on tel. number:

+420 241 170 000

Tell the operator the number of the Insurance Policy with Allianz and detailed description of events, eventually other information that the operator will request from you.

2. You can call 24 hours a day, 365 days a year.

5. WHAT DOES THE LEGAL PROTECTION INSURANCE MEAN?

From the legal protection insurance we provide you with legal advice, services of our specialists and we cover your costs arising due to protection and enforcement of your legitimate legal interests.

You can use the legal protection insurance when resolving legal problems:

1. in the form of legal advice (basic legal protection);
2. in relation to building insurance (legal protection of home);
3. in usual civil life (legal protection of privacy);
4. in connection with the lease of a building or part thereof (legal protection in rental disputes).

If it concerns the compensation of harm, the insurance covers only cases where you claim it against another person (not another person against you). As for criminal, offensive, disciplinary, punitive and other administrative proceedings, the insurance applies only to cases where the procedure is conducted against you.

6. WHAT DOES THE LEGAL PROTECTION INSURANCE INCLUDE?

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- ✓ Legal advisory services.
- ✓ Continuous operation of the emergency line for legal protection.
- ✓ Extrajudicial enforcement of your legitimate interests.
- ✓ Defending your legal interests before courts, with the exception of arbitration courts.
- ✓ Defending your legal interests before prosecuting authorities, administrative, disciplinary and punitive authorities of all instances.

7. WHAT COSTS DO WE PAY YOU FROM THE INSURANCE?

1. IN EXTRAJUDICIAL SETTLEMENT OF AN INSURED EVENT

fees of your legal representative (lawyer, notary, executor).

2. IN CIVIL PROCEEDINGS

- a) **The court fee.**
- b) **Costs of legal proceedings** - the costs that you are obliged to pay based upon a court decision, including costs for expert opinions ordered by the court.
- c) **Costs of the counterparty** according to the lawful court decision.
- d) **Costs of the own attorney** – costs of a lawyer who represented you in court proceedings.
- e) **Security to ensure compensation for harm** – we pay for you a security deposit in a form of interest-free loan to secure the compensation for harm, which could result by preliminary measure in civil legal proceedings before the Czech courts. In case that the security is refunded or it has been otherwise lawfully decided about, you must return it within the period set by us.
- f) **Costs of judicial enforcement or execution** - we pay for you the costs of judicial enforcement or costs for one execution proceedings except services of a collection agency or similar exacting service.

3. IN CRIMINAL PROCEEDINGS BROUGHT AGAINST YOU

- a) The costs of your defense.
- b) The costs of **criminal proceedings** pursuant to final decision of the court.
- c) **Bail** - we will pay for you the bail for exclusion of detention custody in the form of an interest-free loan . If the bail is refunded or it has been otherwise lawfully decided about it, you must return it within the period set by us.

4. IN ADMINISTRATIVE PROCEEDINGS

The costs of your defense.

5. IN DISCIPLINARY OR PUNITIVE PROCEEDINGS

The costs of your defense.

6. OTHER COSTS:

- a) **The costs of our specialists and specialists of partner companies** involved in the settlement of an insured event (e.g. supervising over the proper conduct of its settlement, providing payment of applicable costs, responding your suggestions or suggestions of your legal representatives).
- b) **Costs of external collaborators** - if it deems necessary and efficient, we will reimburse instead of you even other costs of external collaborators (experts' fees, costs for interpretation, translations etc.).
- c) **Expenses for travelling to court** - if your presence is required by the court and you are not entitled to compensation from the competent court.
- d) If agreed between us in advance, we will pay any **additional costs of your legal representative** chosen by you (travel expenses, loss of time, etc.).

Unless agreed otherwise thereof, we will pay all costs up to the amount usual in a given place and time with regard to the nature and the complexity of the legal assistance . We will pay the costs of lawyers, notaries and executors within the maximum extent of extra-treaty commission according to the tariff for lawyers, notaries or executors.

8. WHAT IS AN INSURED EVENT?

The insured event is a legal fact that constitutes our duty to protect or enforce your legal interests in the field of the insured legal relations. This event must occur during the insurance duration and must be covered by the insurance concluded by you. Unless stated below otherwise, the moment of occurrence of an insured event is the moment of the first real or alleged breach of a legal obligation.

We consider as one insured event a long-term, repeated or multiple breach of legal obligations, whereas a causal relationship between the different breaches exists. The occurrence of the insured event is in this case the first actual or alleged breach of the

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first legal obligation.

9. HOW MUCH AND UNDER WHAT CONDITIONS DO WE PAY FOR YOU?

We provide indemnity for each insured event up to limit of indemnity specified in the Insurance Policy. The limit of indemnity relates to the indemnity regardless of the number of insured. The indemnities provided to all insured at one insured event are added together.

10. HOW WILL WE HELP YOU IN CASE OF LEASE AND CREDITS?

As for litigations arising from a contract for lending a thing, loan agreement, bill of debt, promissory note or check, the insurance covers a maximum of five insured events in one period of insurance. The subject value of disputes from all insured events in one period of insurance shall not exceed 500 000 CZK.

11. WHAT WILL BE THE INDEMNITY IN CRIMINAL AND ADMINISTRATIVE PROCEEDINGS (E.G. OFFENSIVE, DISCIPLINARY OR PUNITIVE PROCEEDINGS)?

1. If the proceedings are commenced upon suspicion of committing a negligent misconduct, we provide the indemnity to the extent as indicated in the general part under point No. 6. What does the legal protection insurance include? and No. 7. What costs do we pay you from the insurance?
2. If the proceedings are commenced upon suspicion of committing an intentional misconduct and subsequently reclassified to a negligent misconduct, we will pay the indemnity also for the time before that requalification. In case of the opposite (from negligent misconduct to intentional misconduct), we will pay benefits only for the period prior the requalification.
3. If the proceedings are commenced upon suspicion of committing intentional misconduct, we provide indemnity only if the proceedings were finally terminated because:
 - a) the act for which the proceedings are conducted, did not happen;
 - b) it is not proved that the act was committed by the insured;
 - c) circumstances excluding illegality occurred.
4. In case of criminal proceedings we do not provide any indemnity if:
 - a) it concerns a criminal case based on suspicion of committing crime by the insured (§ 14 of the Criminal Code);
 - b) the insured has been already legitimately sentenced for the same or similar intentional misconduct in the past;
 - c) the misconduct of the insured was directed against persons relative to him or against other insured.
5. A misconduct committed outside the territory of the Czech Republic is covered by the insurance, if this could be in the Czech Republic punishable as criminal, offensive, disciplinary, punitive and other administrative misconduct.

12. WHEN DO WE PAY FOR YOU ONLY A PART OF THE COSTS?

If the insured event is not covered by the insurance in full (i.e. if the occurrence of the event was also influenced by factors that are not subject of the insurance) we provide the indemnity only partially. We enumerate it in the ratio of the value of claims, which are covered by the insurance, and claims that are not covered. As for criminal, offensive, disciplinary, punitive and other legal proceedings we provide the indemnity in the ratio of acts that are covered by the insurance and acts, which are not covered by the insurance.

13. HOW IS IT WITH THE VALUE ADDED TAX?

If you are a value added tax payer, we will pay the indemnity net of the tax.

14. CAN SOMEONE BE EXCLUDED FROM THE PROVISION OF THE INDEMNITY?

The insurance payer has the right to exclude the provision of indemnity for any of the other insured.

15. WHAT ARE YOUR OBLIGATIONS?

If you need our assistance, it is necessary:

1. to clarify promptly, fully and truthfully in writing (with telephone consultation in oral form) **the factual and legal circumstances of the insured event** and provide all relevant information, arguments and evidence, including subpoenas, official shipments,

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correspondence, contracts and similar documents;

2. to provide us or our authorized person without undue delay with a **power of attorney** necessary for discussing the insured event, and if another person should be authorized to discuss, to inform us in advance in writing, except cases where threatens an occurrence of a harm as a result of delay;
3. **to follow our instructions**, to provide us with all necessary ongoing assistance and notify us if you lodge the claim in any other proceedings than the proceedings covered by this insurance;
4. **to ask for our approval** before making significant steps in resolving insured events that are associated with our expenses;
5. to ensure that **the selected attorney informs us continuously** about the progress and development of the insured event and **to release him from the confidentiality for this purpose**;
6. **not to accept without our prior written consent** any liability or obligation to compensate for harm, not to conclude settlement or other peaceful solution of the dispute.

Without undue delay, you have to transfer to our account the reimbursement of costs of proceedings and the costs of enforcement of the decision, or other costs that you have received. If the reimbursement of these costs is not paid properly and on time, you have to transfer this claim to us.

In case of violation of these obligations, we are not obliged to provide the indemnity or we can reduce it appropriately depending on the impact that the breach of these obligations had onto the extent of our obligation to provide indemnity. Similarly, you are obliged to reimburse any indemnity already provided.

16. WHAT IF YOUR REQUIREMENTS DO NOT HAVE REASONABLE CHANCE OF BEING ENFORCED? WHAT IF YOU HAVE NOT BEEN FOUND TO BE IN RIGHT?

If we come to the conclusion that there are not any sufficient prospects of success in settlement of an insured event (e.g. you want to claim the washing machine after expiration of the warranty period), we will immediately inform you about this conclusion, incl. reasons how we came to this conclusion. In this case, you are not entitled to indemnity. If you disagree with our conclusion, you may request a review in an expert proceeding. You must provide us with the name of your legal representative in the expert proceeding within 14 days from the day we informed you about our conclusion. We will do the same within following 14 days. If both legal representatives come to the same opinion during expert proceedings, both of us have to follow it.

The costs for the expert proceedings will be split by us in the ratio of success and failure in the proceedings. If the legal representatives disagree each party bears its own costs.

17. WHO WILL REPRESENT YOU IN THE DISPUTE, IF NECESSARY TO HAVE A LEGAL REPRESENTATIVE?

If it is necessary to resolve an insured event by using services of legal representation, you may choose for a legal representative a person authorized to provide legal services (e.g. lawyer, notary, tax adviser or executor), you only have to inform us about it before granting him a power of attorney. If you grant the power of attorney to a legal representative without our prior consent, we are not obliged provide the indemnity.

If you do not choose a legal representative yourself, we are happy to recommend you somebody. We have this obligation only once during the settlement of an insured event.

18. HOW WILL BE THE DISPUTES FROM THIS INSURANCE SETTLED?

If you wish, we can conclude an arbitration agreement between us for resolving disputes arising from this legal protection insurance. If there is a conflict of interest or disagreement between you and us, we will remind you of the possibility to conclude an arbitration agreement.

INSURANCE OF BASIC LEGAL PROTECTION

1. WHAT DO YOU HAVE INSURED?

The basic legal protection insurance is provided in the form of legal advice at solving legal problems of the legal protection insurance of the home, privacy and tenant disputes specified in these Special Insurance Terms and Conditions.

2. WHO IS INSURED?

The insurance covers you and family members (namely partner or husband/wife and your studying children), if they live with you in a common household.

3. WHAT IS THE SCOPE OF THE INSURANCE?

We will provide you with **primary one-off legal advice** on a specific legal issue.

We will provide you with this advice immediately by phone, 24 hours a day, 7 days a week, exclusively in relation to the facts, disputes, claims or changes in legal conditions that occurred during the insurance duration. If it is not possible to provide advice by the phone, we will provide it to you in writing (e.g. when we need to prove specific documents, such as the claim documentation etc.).

We will provide you, for example, with advice when solving following problems:

- a) burglary in a flat, damage to real estate;
- b) criminal, offensive, disciplinary, punitive and other administrative proceedings against you;
- c) claims for goods;
- d) execution;
- e) summons to provide explanation;
- f) proceeding on withdrawal of a disability pension;
- g) negotiations about family house purchase.

4. WHERE CAN YOU USE THE INSURANCE?

The basic legal protection insurance covers insured events that occurred in the territory of the Czech Republic, are governed by the Czech law and are dealt with by the competent authorities of the Czech Republic.

INSURANCE OF LEGAL PROTECTION OF A HOME

1. WHAT DO YOU HAVE INSURED?

The cover applies only to one building selected by you listed in the Insurance Policy, i.e. subject of insurance according to the Special Insurance Terms and Conditions Allianz HOME Permanently inhabited buildings and households - ZPP-BD 1/16, point No. 19. What do we mean by Main building?

The legal protection insurance of a home can be concluded only for a completed building (if it is required by legal regulations completed and approved building) and apply to the protection and enforcement of your legal interests of this insured building.

2. WHO IS THE INSURED?

You and your family members (namely partner or husband/wife and your studying children) are the insured, if they live with you in a common household and they have legitimate title to the insured building.

3. WHAT IS THE SCOPE OF THE INSURANCE?

1. CLAIMS FOR COMPENSATION FOR HARM

(for example harm caused by flooding the apartment, by fire in the family house, window breaking by vandal)

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The insurance covers protection and enforcement of your legal interests, if in connection with the building a violation of the law occurred (not the contractual obligations), or if it concerns a harm for which it is in accordance with law objectively another person responsible and only if you claim against another person the right for:

- a) compensation for harm by bodily injury or
- b) compensation for harm to assets.

2. CRIMES, OFFENSIVES, DISCIPLINARY, PUNITIVE AND OTHER ADMINISTRATIVE OFFENSES

(for example offenses as a result of bodily injury caused by ice falling from the roof, accusation of general threats due to negligence due to causing a fire)

The insurance covers your defense in criminal, offensive, disciplinary, punitive and other administrative proceedings that are conducted against you for offenses in connection with the building.

3. DISPUTES AND CLAIMS FROM THE PRIVATE INSURANCE

(for example, disputes concerning the indemnity from the building insurance)

The insurance covers the protection and enforcement of your legal interests in disputes of private insurance related to the building, if in such disputes you are acting as the policyholder, the insured or beneficiary.

4. DISPUTES AND CLAIMS OF TITLE

(For example, disputes concerning ownership of a land plot, disputes in the case of unauthorized parking on the land plot)

The insurance covers the protection and enforcement of your legal interests in disputes arising from the violation of property rights to the building.

5. DISPUTES BETWEEN NEIGHBORS

(for example, disputes concerning territorial boundaries and botheration by smoke)

The insurance covers the protection and enforcement of the legal interests in neighborly disputes, which are of private nature.

6. CLAIMS AND DISPUTES FROM CONTRACTS

(for example, disputes arising from purchase agreements and contracts for work, contracts with energy suppliers)

The insurance covers the protection and enforcement of your legal interests in disputes arising from contracts, the subject of which is the insured building.

7. ADMINISTRATIVE PROCEDURES

(for example disputes concerning incorrect land assessment, writing of an unlawful lien)

The insurance covers the protection and enforcement of your legal interests in administrative proceedings initiated by the cadastral office or the office of the local government related to the building.

4. WHEN DOES YOUR RIGHT TO LEGAL PROTECTION ARISE?

1. Disputes and claims for compensation of a harm - the insured event is the moment when an event occurred that creates the right for compensation of a harm.

2. Disputes and claims arising from defective performance or warranty - the insured event is the moment of appearance of defects (if necessary, you will need to deliver the report drawn up at your expense, which proves the existence and/or instant manifestation of defects).

3. Disputes about indemnity - the insured event is the moment at which the event giving entitlement to insurance benefits occurred

(e.g. date of the building fire, the moment of fall of tiles from the roof).

4. Criminal, offensive, disciplinary, punitive and other administrative proceedings - the insured event is a moment in which the insured started actually or allegedly to commit the offense.

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5. The administrative proceedings in connection with the building - the insured event is the moment of commencement of an administrative proceeding by the competent authority.

5. HOW IS IT AT THE BEGINNING OF INSURANCE?

During the first three months of the insurance the use of legal protection is limited to:

1. legal advice;
2. disputes about compensation for harm;
3. criminal, offensive, disciplinary, punitive and other administrative proceedings for offenses committed by you;
4. disputes about claims to indemnity;
5. disputes arising from contracts you concluded after the inception of insurance (we need to have proved in writing the date of their conclusion, otherwise we are not obliged to provide the indemnity).

6. WHAT IS NOT COVERED BY THE INSURANCE?

1. The insurance does not cover the FOLLOWING TYPES OF DISPUTES AND CLAIMS:

- a) disputes and claims arising from a single Insurance Policy between you and persons living with you in common household;
- b) claims that have been transferred to you, or which are claimed in your name for someone else;
- c) disputes about compensation for harm, which is claimed against you;
- d) disputes about compensation for a harm which you suffered by breach of good manners;
- e) disputes about compensation for personal misfortune or price of special preference;
- f) disputes about compensation for a harm resulting from liability for the end of contract negotiation;
- g) disputes between co-owners of movable and immovable property, including the cancellation and settlement of co-ownership and joint marital property;
- h) disputes arising from the maintenance and deposit of money and other valuables, purchase and sale of securities, disputes on property and financial investments, excluding building savings;
- i) disputes arising from lease contracts;
- j) your disputes with other authorized users of the building or among them (e.g. disputes between co-owners of the building);
- k) disputes concerning right to build (e.g. building on the another's plot);
- l) disputes concerning movables;
- m) disputes concerning drafting and submission of a building permit or notification of construction activities;
- n) disputes concerning the proceeding on expropriation;
- o) disputes concerning your business or any other gainful activities;
- p) disputes arising from leasing.

2. The insurance does not cover THE FOLLOWING ACTS:

- a) drafting and approving legal documents;
- b) drafting and submission of criminal information and notifications on offensives and other administrative offenses;
- c) representing you as a witness in any proceeding.

3. The insurance does not cover THE FOLLOWING LEGAL AREAS:

- a) protection and enforcement of your legal interests in insolvency proceedings;
- b) legal relations in companies, cooperatives, community owners of units, associations and foundations and other similar entities;
- c) legal relations in the field of man's natural rights (protection of life, health, freedom);
- d) non-pecuniary damages under the law on liability for damage caused in the exercise of public authority decision or maladministration, press law, family, financial law, intellectual property, unfair or competition, public procurement, state aid, subsidies, public competitions for the best offer, betting, gaming and lottery tickets;
- e) the law of succession.

4. The insurance further does NOT cover:

- a) protection and enforcement of your legal interests, if you have in relation to the insured event used alcohol or applied narcotic or psychotropic substances; this does not apply if you are claiming compensation for a harm that another person caused to you;
- b) cases where you during concluding an insurance knew or could have known about the facts that may lead to the occurrence of a loss;
- c) payment of penalties, fines and other sanctions imposed on the insured, including principals (securities, guarantees), paid in for the purposes of safety; however, this does not affect the provision in the general section under point No. 7. What costs do we pay you from the insurance? under paragraph 2 e) and 3 c) of these insurance conditions, on which basis we provide for payment of principal and guarantees a loan.

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7. WHERE CAN YOU USE THE INSURANCE?

The legal protection insurance of a home covers insured events that occurred in the territory of the Czech Republic, are governed by the Czech law and are dealt with by the competent authorities of the Czech Republic.

INSURANCE OF LEGAL PROTECTION OF PRIVACY

1. WHAT DO YOU HAVE INSURED?

The insurance of legal protection of privacy covers protection and enforcement of your legal interests in the field of privacy including your movable property.

2. WHO IS THE INSURED?

You and your family members (namely partner or husband/wife and your studying children), if they live with you in a common household.

3. WHAT IS THE SCOPE OF THE INSURANCE?

1. CLAIMS FOR COMPENSATION FOR HARM

(For example, injury caused due to an accident on the sidewalk, tiles falling from the roof, another's dog bites you)

The insurance covers protection and enforcement of your legal interests, if a violation of the law occurred (not the contractual obligations), or if it concerns a harm for which another person is objectively responsible by virtue of law and only if you claim against another person the right for:

- a) compensation for harm by bodily injury or
- b) compensation for harm to assets.

2. CRIMES, OFFENSIVES, DISCIPLINARY, PUNITIVE AND OTHER ADMINISTRATIVE OFFENSES

(for example, if your dog bites another person, if you cause injury to another person on skis)

The insurance covers your defense in criminal, offensive, disciplinary, punitive and other administrative proceedings that are conducted against you for offenses in connection with movable property and privacy.

3. DISPUTES AND CLAIMS FROM THE PRIVATE INSURANCE

(For example, disputes with insurers in relation to household insurance, from the accident insurance if the accident occurred on holidays)

The insurance covers the protection and enforcement of your legal interests in disputes with your privacy and movable property resulting from the private insurance, if in such disputes you are acting as the policyholder, the insured or beneficiary.

4. DISPUTES AND CLAIMS OF OWNERSHIP RIGHTS

(for example, in case of unlawful withholding of the thing by a repair shop, unlawful execution)

The insurance covers the protection and enforcement of your legal interests in disputes arising from unlawful intervention of another person into your ownership right or other right in rem to movables.

5. CLAIMS AND DISPUTES ARISING FROM CONTRACTS

(for example, disputes arising from the unacknowledged claim, defective performed repairs, failure to return the loan agreed in writing)

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The insurance covers the protection and enforcement of your legal interests in disputes arising from contracts, relating to your privacy or movables.

6. SOCIAL SECURITY LAW

(for example proceedings in connection with benefits from the retirement or health insurance)

"The insurance covers the protection and enforcement of your legal interests in administrative proceedings brought by the competent administration authority of the Czech public administration or a health insurance company based in the Czech Republic. In this case we provide legal advice only.

4. WHEN DOES YOUR RIGHT TO LEGAL PROTECTION ARISE?

1. Disputes and claims for compensation of a harm - the insured event is the moment when an event occurred that creates the right for compensation of a harm.

2. Disputes and claims arising from defective performance or warranty - the insured event is the moment of appearance of defects (if necessary, you will need to deliver the report drawn up at your expense, which proves the existence and/or instant manifestation of defects).

3. Disputes about indemnity - the insured event is the moment at which the event giving entitlement to insurance benefits occurred

(e.g. date of the accident, of damage to health etc.).

4. Criminal, offensive, disciplinary, punitive and other administrative proceedings - the insured event is a moment at which the insured started actually or allegedly to commit the offense.

5. Social security law - the insured event is the moment of commencement of an administrative proceeding by the competent authority.

5. HOW IS IT AT THE BEGINNING OF INSURANCE?

During the first three months of the insurance the use of legal protection is limited to:

1. legal advice;
2. disputes about compensation for harm;
3. criminal, offensive, disciplinary, punitive and other administrative proceedings for offenses committed by you;
4. disputes about claims to indemnity;
5. disputes arising from contracts you concluded after the inception of insurance (we need to have proved in writing the date of their conclusion, otherwise we are not obliged to provide the indemnity).

6. WHAT IS NOT COVERED BY THE INSURANCE?

1. The insurance does not cover the FOLLOWING TYPES OF DISPUTES AND CLAIMS:

- a) disputes and claims arising from a single Insurance Policy between you and persons living with you in common household;
- b) claims that have been transferred to you, or which are claimed in your name for someone else;
- c) disputes about compensation for harm, which is claimed against you;
- d) disputes about compensation for a harm which you suffered by breach of good manners;
- e) disputes about compensation for personal misfortune or price of special preference;
- f) disputes about compensation for a harm resulting from liability for the end of contract negotiation;
- g) disputes between co-owners of movable and immovable property, including the cancellation and settlement of co-ownership and joint marital property;
- h) disputes arising from a loan contract or credit contract, concluded otherwise than in written form;
- i) disputes arising from the maintenance and deposit of money and other valuables, purchase and sale of securities, disputes on property and financial investments, excluding building savings and supplementary pension scheme;
- j) disputes relating or arising from your business or any other gainful activities;
- k) disputes relating to the acquisition and use of a property;
- l) claims and disputes relating to supply of energies and mediums (electricity, water, heat, etc.);
- m) disputes in connection with the ownership, operation or management of a vehicle, watercraft, aircraft or other vehicle by the insured, if subject to registration with the competent authority.

2. The insurance does not cover THE FOLLOWING ACTS:

- a) drafting and approving legal documents;
- b) drafting and submission of criminal information and notifications on offenses and other administrative offenses;

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- c) representing you as a witness in any proceeding.

3. The insurance does not cover THE FOLLOWING LEGAL AREAS:

- a) protection and enforcement of your legal interests in insolvency proceedings;
- b) legal relations in companies, cooperatives, community owners of units, associations and foundations and other similar entities;
- c) legal relations in the field of man's natural rights (protection of life, health, freedom);
- d) non-pecuniary damages under the law on liability for damage caused in the exercise of public authority decision or maladministration, press law, family, financial law, intellectual property, unfair or competition, public procurement, state aid, subsidies, public competitions for the best offer, betting, gaming and lottery tickets;
- e) the law of succession.

4. The insurance further does NOT cover:

- a) protection and enforcement of your legal interests, if you have in relation to the insured event used alcohol or applied narcotic or psychotropic substances; this does not apply if you are claiming compensation for a harm that another person caused to you;
- b) cases where you during concluding an insurance knew or could have known about the facts that may lead to the occurrence of a loss;
- c) payment of penalties, fines and other sanctions imposed on the insured, including principals (securities, guarantees), paid in for the purposes of safety; however, this does not affect the provision in the general section under point No. 7. What costs do we pay you from the insurance? under paragraph 2 e) and 3 c) of these insurance conditions, on which basis we provide for payment of principal and guarantees a loan.

7. WHERE CAN YOU USE INSURANCE?

1. For claims related to compensation of harm and criminal or offensive proceedings in Europe with the exception of Belarus, Moldova, Russia, Ukraine and Turkey. The insured events are governed by applicable law and are dealt with by local authorities.
2. In other cases the insured events are governed by Czech law and dealt with by the competent authorities of the Czech Republic.

INSURANCE OF LEGAL PROTECTION IN RENTAL DISPUTES

1. WHAT DO YOU HAVE INSURED?

This insurance will help you in disputes in connection with lease or sublease contract and with leased property stated in the Insurance Policy.

The insurance covers the lease disputes only of a family house, apartment, or mobile home, or other object which serves to housing. In other buildings used for housing shall the total floor area not exceed 500 m². The legal protection insurance applies also automatically to adjoining parcels, if the total acreage of all parcels does not exceed 2,500 m².

2. WHO IS THE INSURED?

The insurance covers you and your family members (namely partner or husband/wife and your studying children), if they live with you in a common household, if you are according to the lease contract in the position of a lessee of the object serving for housing.

3. WHAT IS THE SCOPE OF THE INSURANCE?

1. CLAIMS AND DISPUTES ARISING FROM THE RENTAL LAW

(For example, disputes arising from a unlawful termination of lease of the apartment, disputes about the return of the deposit)

The insurance covers protection and enforcement of your legal interests as lessee or sublessee of property.

2. CLAIMS AND DISPUTES ARISING FROM CONTRACTS OF DELIVERY

(for example, disputes with the gas supplier, incorrect water bills, claim of arrears of electricity bills)

The insurance covers the protection and enforcement of your legal interests in disputes related to supply of energies and mediums

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(electricity, water, heat, etc.) into the property, which is subject to the lease contract.

4. WHEN DOES YOUR RIGHT TO LEGAL PROTECTION ARISE?

1. Disputes and claims arising from the rental law - the insured event is the moment when a breach of the lease contract occurred or allegedly occurred.

2. Disputes and claims arising from defective performance or warranty - the insured event is the moment of a breach of the contractual relationship (if necessary, you will need to deliver the report drawn up at your expense, which proves the existence and/or the moment of the breach of the contractual relationship).

5. HOW IS IT AT THE BEGINNING OF INSURANCE?

During the first three months of the insurance the use of legal protection is limited only to:

1. legal advice;

2. disputes arising from contracts you concluded after the inception of insurance (we need to have proved in writing the date of their conclusion, otherwise we are not obliged to provide the indemnity).

6. WHAT IS NOT COVERED BY THE INSURANCE?

1. The insurance does not cover the FOLLOWING TYPES OF DISPUTES AND CLAIMS:

- a) disputes and claims arising from a single Insurance Policy between you and persons living with you in common household;
- b) claims that have been transferred to you, or which are claimed in your name for someone else;
- c) disputes about compensation for harm, which is claimed against you;
- d) disputes about compensation for a harm which you suffered by breach of good manners;
- e) disputes about compensation for personal misfortune or price of special preference;
- f) disputes about compensation for a harm resulting from liability for the end of contract negotiation;
- g) disputes between co-owners of movable and immovable property, including the cancellation and settlement of co-ownership and joint marital property;
- h) disputes arising from the maintenance and deposit of money and other valuables, purchase and sale of securities, disputes on property and financial investments, excluding building savings;

2. The insurance does not cover THE FOLLOWING ACTS:

- a) drafting and approving legal documents;
- b) drafting and submission of criminal information and notifications on offenses and other administrative offenses;
- c) representing you as a witness in any proceeding.

3. The insurance does not cover THE FOLLOWING LEGAL AREAS:

- a) protection and enforcement of your legal interests in insolvency proceedings;
- b) legal relations in companies, cooperatives, community owners of units, associations and foundations and other similar entities;
- c) legal relations in the field of man's natural rights (protection of life, health, freedom);
- d) non-pecuniary damages under the law on liability for damage caused in the exercise of public authority decision or maladministration, press law, family, financial law, intellectual property, unfair or competition, public procurement, state aid, subsidies, public competitions for the best offer, betting, gaming and lottery tickets;
- e) the law of succession.

4. The insurance further does NOT COVER:

- a) protection and enforcement of your legal interests, if you have in relation to the insured event used alcohol or applied narcotic or psychotropic substances; this does not apply if you are claiming compensation for a harm that another person caused to you;
- b) cases where you during concluding an insurance knew or could have known about the facts that may lead to the occurrence of a loss;
- c) payment of penalties, fines and other sanctions imposed on the insured, including principals (securities, guarantees), paid in for the purposes of safety; however, this does not affect the provision in the general section under point No. 7. What costs do we pay you from the insurance? under paragraph 2 e) and 3 c) of these insurance conditions, on which basis we provide for payment of principal and guarantees a loan.

7. WHERE CAN YOU USE THE INSURANCE?

The legal protection insurance in rental disputes covers insured events that occurred in the territory of the Czech Republic, are governed by the Czech law and are dealt with by the competent authorities of the Czech Republic.

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Allianz

GENERAL BUSINESS TERMS AND CONDITIONS

to the client portal MojeAllianz

valid as of 1 January 2014

These terms and conditions govern the use of the client portal MojeAllianz (we will call it MoA), which can be found at <https://moje.allianz.cz>.

Among the services MoA **you** are a user and **we** are the provider, thus the company Allianz pojišťovna, a.s, CR No. 47115971, registered at Commercial Register kept with the Municipal Court in Prague, section B, insert 1815, acting on its own behalf and on behalf of Allianz penzijní společnost, as, CR No. 25612603, registered at the Commercial Register kept with the Municipal Court in Prague, Section B, insert 4972, both having registered office Prague 8, Ke Štvanici 656/3, Czech Republic.

1. WHAT IS MoA AND WHAT IS IT FOR?

MoA is a tool for mutual communication, namely:

- ✓ fulfills the conditions of a durable medium and thus serves as an **electronic repository** for your data, documents, etc;
- ✓ it is a tool for the execution of certain **legal actions** (for example, you can apply for amendments to your contracts, to pay premiums or contributions, to report an insured event, to conclude new contracts, etc.) and allows you to use other services within the scope of its technical capabilities.

Although we want to provide you services MoA whenever you need it, it can happen that the MoA will be temporarily unavailable or its functions will be temporarily restricted (especially due to regular service, adding new features, etc.). Such outages are unavoidable for all applications, therefore neither we can be liable for any eventual harm that would be incurred by this. We will keep the number of outages and their duration at a minimum and we will inform about all significant limitations in advance through MoA or e-mail.

2. WHAT DO WE MEAN WHEN USING THE FOLLOWING TERMS?

Authorization - your regular login into MoA and verification through SMS authorization code. Since we are after the authorization sure that we share this with you, we consider your actions carried out in the MoA for acts in written form - authorization **replaces your signature**. Please note that everything what you do in the MoA is for you and for us binding.

Beacons - analytical tool used for transmission cookies, count of visits and for communication, whether an e-mail message was opened and processed.

Cookies - software used for tracking your visits in the MoA and for the storage of information about them. It is usually possible to remove or refuse cookies as described in the supporting files of the relevant internet browser. Please note that deleting cookies can reduce the functionality of MoA.

E-mail - e-mail address to which we send you important information to the MoA and reports to verify that is really you who is communicating with us. You can change your E-mail in the MoA.

ID - 8-digit identification code that was assigned to you when concluding the services MoA. The ID cannot be changed.

Login - ID or username chosen by you. You can change the login name in the MoA (we only verify if someone else did not choose such a name before you).

Mobile number - a mobile phone number, to which we will send you the SMS authorization codes – we confirm by them selected tasks in the MoA to verify that it is really you who is performing it. You can change the mobile number in the MoA.

Password - a string of characters chosen by you that meets certain specifics mentioned in the MoA. If you are logging in the MoA for the first time, the password will be sent to your mobile number. After the first logging in you will be asked to choose your own password.

3. WHAT TO KNOW BEFORE LOGGING IN?

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We will send you information on how to proceed when you are logging in the first time to your e-mail. For further logging in you will have to use the login and password.

Be careful and check every time before signing the MoA has the following address in the Internet browser:

<https://moje.allianz.cz/prihlaseni/>

Please use MoA only for the purpose that results from these conditions. In case you use the MoA by breaching these terms and conditions or security measures specified in the MoA, we are entitled to disable your logging with immediate effect. We do it especially when we suspect abuse or unauthorized use of the MoA - safety and security of your data is essential for us.

4. WHAT ARE THE MAIN SECURITY MEASURES?

Keep your login information (login and password) in secret. Do not type them in publicly accessible facilities (such as a computer in public libraries, etc.) which do not provide adequate security and protection, nor do send them per e-mail or SMS. Please note that it is not permitted, what is contrary to the usual user behavior on the Internet:

- ✓ to transfer in any way files infected with malware;
- ✓ to record into MOA attachments (especially unsolicited advertising or commercial communication) that would in any way violate generally binding legal regulations (particularly relating to intellectual property rights, privacy, preserving the trade secret, etc.);
- ✓ to communicate untrue, misleading or false information;
- ✓ to interfere with the technical security of MoA or parts thereof;
- ✓ to systematically collect data through any means.

"If a loss, theft or misuse of your login data or other confidential information occurred or you suspect a misuse of access to the MoA, inform us immediately on the phone line 241 170 000 or send us an e-mail to info@allianz.cz."

5. WHAT IS THE RESPONSIBILITY FOR SAFETY?

It is important that we commonly behave responsibly and do our utmost to ensure the safety of MoA.

We provide you with the MoA services through foreign data lines. Securing these lines is beyond our scope, and therefore it is not possible to completely prevent all risks that can occur during the data transmission. For this reason, we are not responsible for any harm to you or your harm to third parties caused by misuse of the information that had been unlawfully obtained from the data lines, from your access device or as a result of your improper handling of your data (especially login).

6. WHAT DO YOU AGREE WHEN CONCLUDING THE MoA SERVICES?

We want to constantly improve our MoA services.

For this reason, we need to know and continuously evaluate what and how often you use the MoA. By arranging MoA services:

- ✓ you agree with the collection and evaluation of data and information relating to your access to the MoA;
- ✓ you agree with the use of analytical tools on MoA, such as cookies and beacons;
- ✓ you agree with the collection of information about your access device to mitigate risk and to prevent fraud.

7. AND WHAT AT THE END?

As the market and new technologies are constantly evolving, we are entitled to present you an amendment of these conditions - and in particular to ensure greater safety, improve the quality of our services, or following a change in legislation.

New conditions will be delivered to you through MoA (or on another durable medium) at least 14 days before the date of their efficiency. In case you do not agree with the change of the conditions, you can always deactivate the MoA, or request termination of its use in person at a branch. If you use the MoA services also after the effective date of the new conditions, we consider them as accepted by you.

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