



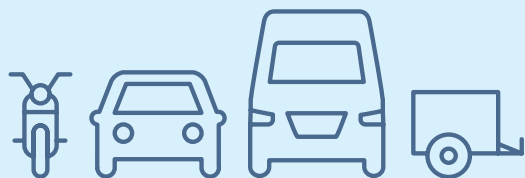
# INSURANCE BENEFITS GUIDE

**ENGLISH VERSION IS NOT  
LEGALLY BINDING.**

**Allianz** 

# WELCOME TO ALLIANZ

THANK YOU FOR YOUR TRUST  
IN CHOOSING US AS YOUR VEHICLE  
INSURANCE PARTNER.



## Rely on us and enjoy your ride.

The goal of this document is to describe the services you receive from us. In the following chapters you will find:

- pre-contractual information – an introduction containing the most important conditions of the insurance
- insurance conditions – a

description of what is, and is not insured, against what are you insured and how it works when damages occur including an explanation of the terms used

- tips for a safe ride
- answers to frequently asked questions

If you would like to know more of your concrete contract, our mobile app is here for you.

# TABLE OF CONTENTS

<b>1. Introduction to your insurance</b>	<b>2</b>
<b>2. Product description – Terms and conditions</b>	<b>22</b>
2.1 What is covered by the product	24
2.2 What are general exclusions of the product	52
2.3 What are your responsibilities – General Obligations	54
2.4 Claim happened – what comes next	56
2.5 Further important information	66
2.6 Insurance decoded	72
<b>3. Useful tips</b>	<b>78</b>
<b>4. Questions you might still have</b>	<b>80</b>
<b>5. Help us be better</b>	<b>82</b>

# 1. INTRODUCTION TO YOUR INSURANCE



HERE YOU WILL FIND BRIEF INFORMATION ABOUT MYCAR INSURANCE AND BASIC ADVICE ON WHAT TO DO IF YOU NEED OUR HELP. SPECIFIC TERMS OF INSURANCE INCLUDE THE INSURANCE CONTRACT AND THE TERMS OF INSURANCE.

PLEASE FAMILIARIZE YOURSELF WITH THE TERMS OF INSURANCE AND THE INSURANCE CONTRACT BEFORE YOU CONCLUDE IT.

## GENERAL CONTRACT INFORMATION

We are concluding an insurance contract where you are one of the contracting parties. If we use the terms you, your, etc., we mean you as the policyholder and besides you, also the insured person, owner, operator or any other authorized user of the vehicle and also other participants of the insurance if those are people other than you. If we mention you solely as the policyholder, we will make a special reference. The other contracting party is us, therefore Allianz pojišťovna a. s. If we ever use the term insurance company or insurer, we mean us as well.

### Who are we?

The insurance company (acts as the insurer): Allianz pojišťovna, a. s.

Registered office: Česká republika, 186 00 Praha 8, Ke Štvanici 656/3



Registration information:  
IČ 47115971, registered in the Commercial Register administered by the Municipal Court in Prague, section B, insert 1815

Legal form: Joint-stock company  
Scope of business: Insurance, assurance and related activities

Electronic contact:  
[www.allianz.cz/napiste](http://www.allianz.cz/napiste)

Phone number: +420 241 170 000

Website: [www.allianz.cz](http://www.allianz.cz)

### Where can you find out about our financial standing?

A report on our solvency and financial standing can be found at <https://www.allianz.cz/vse-o-allianz/allianz/o-spolecnosti.html>

### What to do if you are dissatisfied with something?

In case of complaints you can contact:

- us in writing or by phone using the previous mentioned contact details
- Czech National Bank, our supervisory authority, with its registered office at Na Příkopě 28, 115 03 Prague 1
- if you are a consumer, i.e. a natural person, who does not pursue any business, you can also use the below listed contacts if you decide to settle

any conflict between you and us (or the insurance agent) out of court:

CLAIMS ARISING OUT OF THE INSURANCE CONTRACT	CAN BE SOLVED THROUGH	ACCORDING TO
non-life insurance	Czech Trade Inspection ( <a href="http://www.coi.cz">www.coi.cz</a> )	Act No. 634/1992 Coll., on consumer protection
arranged online	Czech Trade Inspection or Online Dispute Resolution Platform ( <a href="http://www.ec.europa.eu/consumers/odr">www.ec.europa.eu/consumers/odr</a> )	Regulation (EU) No 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes

- general courts of the Czech Republic if you decide to resolve any dispute through court proceedings.

### What about taxes?

The premium, i.e. the amount paid for insurance, is not subject to value added tax, and the indemnity, i.e., compensation for damage, is not subject to (unless it is an indemnity replacing income or revenue) income tax. However, legislation may introduce such an obligation in the future. In case of uncertainty regarding taxation of indemnity payments, please contact your tax advisor.

### How to proceed if you want to report damage?

If you incur damage under any of your insured coverages:

- call our assistance service at +420 241 170 000 if you need

- extrication, towing or repair of your immobile vehicle on the spot
- report to us the occurrence and circumstances of the damage without undue delay by phone at +420 241 170 000 or in writing through the website [www.allianz.cz/napiste](http://www.allianz.cz/napiste)
- call the police in case of theft of the vehicle or vandalism, at the same time in case of traffic accident or fire, where is mandatory by law
- follow our instructions when choosing a repair shop
- deliver requested documents, a comprehensive record of the accident or other documents we require

### What is the method of remuneration of a worker of the insurance company or an insurance agent for the arranged insurance?

Employees of the insurance company are remunerated based on their

employment contracts. Insurance agents are remunerated based on the contractual commission by the insurance company or their supervisor. The reward of the insurance agent is included in the premium paid by you.

#### What governs MyCar insurance?

The insurance is governed by the Czech law, namely Act. No. 89/2012 Coll., the Civil Code (hereinafter referred to as the Civil Code) and Act No. 168/1999 Coll., on vehicle liability insurance. To conclude the insurance contract and for further communication we use the Czech language. We archive the closed insurance contracts. If you would like to view the archived insurance contracts, please contact us.

#### Is it possible to arrange the insurance electronically or by phone?

We offer the possibility of arranging your insurance online at [www.allianz.cz](http://www.allianz.cz), or at +420 241 170 000. In this case, the offer for conclusion of the insurance contract is sent to your e-mail address. The contract will be concluded when you pay the first premium.

## INFORMATION ABOUT MYCAR INSURANCE

The insurance will help you in case of damage caused by your vehicle's operation, its theft, its damage caused by an accident, a natural event, vandalism, an animal, its inability to operate or an accident of its crew.

#### Which coverages may we offer you?

We offer insurance in four packages.

#### What is the meaning of each coverage?

##### MTPL

We cover damages you cause to someone else by operating your vehicle. In particular, we refer to harm caused by injury or harm by killing, damages to property and lost profits.

##### PERSONAL ACCIDENT

We will pay the premium if death or disability arises from an injury in a traffic accident. We offer base (when a driver gets injured) or extended (when the whole crew of the vehicle are injured) personal accident insurance.

##### NATCAT

We will compensate damages to your vehicle, e.g. when your vehicle is hail-damaged or taken by a flood.

	COMFORT	PLUS	EXTRA	MAX
MTPL	✓	✓	✓	✓
LEGAL SUPPORT	✓	✓	✓	✓
ROAD SIDE ASSISTANCE <sup>1</sup>	✓	✓	✓	✓
PERSONAL ACCIDENT <sup>2</sup>	✓	✓	✓	✓
NATCAT		✓	✓	✓
FIRE, EXPLOSION, IMPLOSION		✓	✓	✓
ANIMAL COLLISION		✓	✓	✓
ROAD SIDE ASSISTANCE (EXTENDED)		✓	✓	✓
PERSONAL ACCIDENT (EXTENDED)		✓	✓	✓
THEFT			✓	✓
WINDSCREEN			✓	✓
VANDALISM			✓	✓
OWN DAMAGE				✓
GAP PROTECTION				✓

<sup>1</sup> as part of Roadside Assistance (extended) for higher packages

<sup>2</sup> as part of Personal Accident (extended) for higher packages

### FIRE, EXPLOSION, IMPLOSION

We will compensate damages if your vehicle is damaged by fire or explosion.

### ANIMAL COLLISION

We will compensate damages whether you knock off a boar or a marten chews on your cables.

### THEFT

We will cover any damage you may incur by someone stealing your vehicle or its part.

### WINDSCREEN

We will compensate damages to windows of your vehicle, incl. a sunroof or glass roof, e.g. after an accident, natural catastrophe or vandalism.

### VANDALISM

We will compensate damages if someone intentionally damages your parked vehicle.

### OWN DAMAGE

We will compensate damages if the vehicle is damaged, e.g. by a hit to a tree, a collision with other vehicle, falling stones or it is damaged by chemicals.

### GAP PROTECTION

Normally, in the event of total damage to the vehicle, you will only be compensated for its actual value before the damage. However, with this insurance, we will pay you the amount

for which you bought the new vehicle, even if it has run for some time since then.

You can also select **the insurance of direct settlement** to whichever package. If someone crashes into you, we will solve it together and you do not need to contact the offender's insurer.

### How much can you get from us for damage, what are the limits of insurance coverage?

Maximum insurance coverage limits are set by the insurance policy or insurance terms. Limits are expressed by the insurance amount or the limit of the insurance benefit.

Sum insured is set in the way that it should express the value of the insured thing for the whole duration of the insurance. The limit of the insurance benefit is set as a fixed amount.

### Where is the insurance valid?

MTPL is valid in the whole of Europe and other countries listed in the green card.

All other coverages are valid in the whole of Europe (incl. the European part of Turkey and the Greek part of Cyprus) except of Belarus, Moldova, Russia and Ukraine.

### How long does the insurance last?

The insurance lasts from the date of the commencement of the insurance

specified in the insurance contract. You can arrange insurance for an indefinite term or for a fixed term. The insurance period of the offered insurance is stated in the insurance contract or in the offer for its conclusion. The insurance terms and conditions describe reasons for terminating insurance in accordance with the Civil Code and the Vehicle Liability Insurance Act.

The insurance may terminate in particular:

- on the date when the insurance expires as specified in the contract, if the insurance is agreed for a fixed term
- on the date when a change of the vehicle owner is registered, following a theft of the vehicle, its extinction or removal from the records
- if you fail to pay the premium. In that case we will send you a reminder with the specified payment deadline, and if you fail to pay within this period, your insurance will expire

### How can you terminate the insurance?

You can terminate the insurance for example:

- by providing a termination notice:
  - with an eight-day notice period within two months from the date of an insurance contract; the

- notice period begins on the day following the receipt of the notice
- at the end of the insurance period. In this case, the notice must be delivered to us at least six weeks prior to that date; if your notice of termination arrives later, the insurance expires at the end of the following insurance period.
- with a monthly notice within three months of the notification of the occurrence of an insured event; the notice period starts running on the day following the delivery of the notice
- by agreement with us
- by withdrawal from the insurance contract under the Civil Code

**MTPL IS VALID  
IN THE WHOLE  
OF EUROPE AND  
OTHER COUNTRIES  
LISTED IN THE  
GREEN CARD.**

### Does the insurance cover everything?

Insurance provides cover for a wide range of unpleasant situations, but does not apply to everything.

Under MTPL we will definitely not pay for:

- damage or harm you caused to yourself or to your vehicle
- material damage you caused to your spouse or to persons living with you in a common household unless it is connected with a harm caused by injury
- damage incurred between the motor vehicle and its trailer or semi-trailer

Under NatCat, fire, explosion and implosion, animal collision, theft, vandalism, own damage, GAP protection and windscreen insurance, for example, we will not cover any claim incurred:

- when driving by a person without a driving license, under the influence of alcohol or other addictive substances
- only on tires with no other damage
- theft, leakage or degradation of fuel
- from natural wear and tear, improper handling of the vehicle
- by a defect that had existed on the vehicle before the insurance was concluded
- at a time when the vehicle did not have a Czech technical license

- on vignettes and protective foils

Basic and extended personal accident insurance does not apply, for example, to accidents arising:

- when driving an insured vehicle under the influence of alcohol or other addictive substances
- when participating in races or competitions

As part of the assistance and extended assistance, we do not cover in particular any costs:

- paid without our approval
- associated with neglected vehicle maintenance

It is also important to become familiar with the risks that your vehicle is insured against (e.g. what we mean by own damage, natural event, theft, accident).

### How much can you obtain from us in case of damage; what is the amount of indemnity?

The indemnity is based on the actual damage. Its amount is limited to the agreed upper limit of indemnity, i.e. the sum insured, or the limit of indemnity specified in the insurance contract or in the offer for its conclusion. If the deductible (that means the amount which you have to pay in case of damage) is agreed in the contract for

a specific coverage (e.g. own damage, windscreen insurance), it is subtracted from the resulting indemnity. We will pay less from the basic and extended personal accident insurance if the transported person was not wearing their safety belt. Claims in the vehicle and its windscreen caused by natural events, fire and explosion, animal damage, theft, vandalism, own damage will be compensated up to the current market value of the vehicle at the moment directly before the insured event, but always after deduction of any deductible, if any, and the value of the applicable residuals of the vehicle. In case of valid GAP coverage, we pay claims up to the purchase price of the new vehicle.

We will cover the costs incurred for the assistance services within the agreed limit.

### When and how do you pay the premiums?

The amount of the premium, the manner and the interval of its payment are stated in the insurance contract or in the offer for its conclusion. You can pay the insurance premium in one instalment (one-time premium in the case of fixed-term insurance) or on a regular basis for a specific period of time (in the case of an indefinite period of insurance).

However, if you enter into a contract by paying the premium (without your

signature on the contract), it will be concluded as soon as you pay the premium in the amount and within the time limit we give you. You can pay e.g. by transferring money from your account, via SIPO / direct debit or with a payment card at our selected branches.

If you do not pay, the insurance will not arise and you will not be insured.

### What are your other costs beyond the insurance premium?

If the premium is not paid on time or at an agreed rate, we have the right to reminder and late payment charges. The amount of reminder and other charges of an administrative or sanctioning nature can be found in the

**INSURANCE PROVIDES COVER FOR A WIDE RANGE OF UNPLEASANT SITUATIONS, BUT DOES NOT APPLY TO EVERYTHING.**

current Tariff of charges at <https://www.allianz.cz/pro-klienty/dokumenty-a-formulare/>.

The contract provides penalties for early termination of insurance, if we had some costs connected with the inspection of the vehicle.

### What are your insurance obligations?

When arranging the insurance you must in particular:

- always provide true and complete information
- allow us to inspect the vehicle to determine its technical condition

During the insurance period, you must in particular:

- pay on time and in full the amount we have agreed upon - premium
- inform us as soon as possible of any change to the information contained in the contract
- keep the vehicle in proper technical condition
- when leaving, lock the vehicle and activate its possible security devices, if any

In case of damage, you must in particular:

- take the necessary measures to prevent further damage
- report an accident to the police if required by the law or write with the

other participants the Record of accident

- report to the police any type of theft or vandalism
- in the event of fire, report it to firefighters, even if it was extinguished by your own means
- without undue delay notify us of the occurrence of damage and truthfully describe the circumstances of its origin and extent
- provide us with all necessary documents (including the Accident Record) and claim information, enable us to inspect the vehicle and further investigate the circumstances of the claim
- tell us if your vehicle is insured by another insurance company as well
- in the case of the theft of the vehicle, give us the documents from the vehicle and all the keys and controls
- use our designated repairers and follow our instructions to remove the consequences of an insured event from the insurance of NATCAT, fire or explosion, animal collision, theft, vandalism, personal damage and windscreen

In case of accident which you caused to someone else, you must in addition provide to the damaged party:

- your personal data (name, surname, residence, data of your company)
- data of the owner of the vehicle

- information about us, number of the contract and the registration plate of the vehicle which caused the damage

### What are the consequences of non-compliance with the terms of the insurance contract?

In the event that you, the insured person, owner, operator or any other legitimate user of the vehicle or any other person entitled to claim benefits violate their statutory or contractual obligations, we may reduce or not

provide the indemnity, or we will be entitled to a refund of the indemnity paid.

A breach of duties may also be a reason for early termination of insurance.





# INFORMATION ABOUT THE PROCESSING OF PERSONAL DATA FOR YOU AS THE POLICYHOLDER OPERATOR AND OWNER OF THE VEHICLE

## Why do we process personal data?

You will find an overview of the main purposes for processing, which **do not require** your consent, in the following table:

## Who is the data controller?

It is us, Allianz pojišťovna, a. s.

You can contact the Data Protection Officer using the contacts listed in the chapter “Who are we?” in the introduction to the Pre-contractual Information.

WHY DO WE PROCESS PERSONAL DATA?	WHY ARE WE ENTITLED TO PROCESS PERSONAL DATA?	CAN PROCESSING BE APPEALED?
Customer identification	To meet the contract	No
Conclusion of the insurance contract, its administration and mutual communication to meet contractual obligations	To meet the contract	No
Providing performance of the insurance contract, investigation of the insured event and other performances (e.g. assistance services)	To meet the contract	No
Determining the client’s requirements, goals and needs, financial data within the Suitability Test so that we can provide recommendation or advice	To meet legal obligations	No
Keeping of documents and minutes of meetings	To meet legal obligations	No
Co-operation with the tax administration, the Czech National Bank, the Czech Insurers’ Bureau, courts, law enforcement bodies and other public authorities	To meet legal obligations	No
Implementing measures against the legalization of proceeds from crime	To meet legal obligations	No
Sending offers of our products and services (direct marketing)	It is our legitimate interest	No, but you can object to the processing*. Based on this, we will not send you any more offers.
Verification that there has been no insurance fraud	It is our legitimate interest	No, but you can object to the processing*
Protection of the rights and interests of the insurer protected by law (legal proceedings, recovery of outstanding premiums)	It is our legitimate interest	No, but you can object to the processing*
Processing of personal data from the termination of the insurance contract until a statute of limitations expires, and during the necessary archiving	It is our legitimate interest	No, but you can object to the processing*
Sharing of personal data within the Allianz Group	It is our legitimate interest	No, but you can object to the processing*

\*You can withdraw your consent at any time. We will not use your personal data any longer, but we will keep them in our systems for the period specified below to be able to demonstrate the legitimacy of processing prior to withdrawal of consent. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

We **need** your consent as a policyholder to process the following personal data:

WHY DO WE PROCESS PERSONAL DATA?	WHY ARE WE ENTITLED TO PROCESS PERSONAL DATA?	CAN PROCESSING BE APPEALED?
Sending offers of products and services of our business partners (indirect marketing)	Based on consent	Yes

However, some processing may only be performed with the consent of the data subject. Providing such consent is voluntary. You can provide us with all necessary consents in the policy. If you do not revoke your consent, it is valid for the period specified in your consent.

You can object at any time. If you do object, we have the obligation to demonstrate that our compelling legitimate interest override your interests or your fundamental rights and freedoms. Until we decide how to resolve your objection, we will restrict the processing of your personal data that we process for a legitimate interest.

**Which personal data do we process?**  
 We process all personal data, which:

- you provided during the negotiation or in the contract (e.g. identification and contact data, data used to determine the requirements, goals and needs of customers and requirements and the data about the vehicle you want to insure)

- we get from our mutual communication
- we find out when providing indemnity and when you use our services, especially when we investigate a claim (e.g. we also process information about criminal offenses, sensitive data such as health data or biometric data)

We usually collect such data to perform under the contract and some of them also based on legal requirements (according to some laws, e.g. on money laundering, we need to collect certain information about you). We are not able to offer or provide our services unless we process the information. Therefore, in many cases, no special consent with the processing of personal data is required by law.

**Who can work with or have access to data?**

We try to limit the group of people with access to personal data to a strict minimum. Our employees and other people working for us are allowed to process it. Moreover, personal data may be shared within the Allianz Group. In addition, our contractors (processors), such as IT providers, reinsurers, co-insurers, assistance service providers, independent claim adjusters, insurance agents, legal or tax agents, or auditors, can also process your data.

In addition, other people may obtain your personal data in the event of a merger, sale of the company, or sale/transfer of the insurance portfolio. All of the above mentioned persons are bound by confidentiality and adhere to standards of personal data security.

By law, we can share your insurance data with other insurance companies to prevent and detect insurance frauds and other unlawful conduct, either directly or through the Czech Insurance Association and the Czech Insurers' Bureau, as well as public authorities such as the Public Prosecutor's Office, courts, tax administration, the Czech National Bank.

Personal data can also be accessed by other persons listed in the insurance contract – e.g. persons entitled to receive the indemnity in case of a claim.

### Is personal data processed abroad?

Under applicable law, we may transfer personal data to the Member States of the European Economic Area (EEA). When making contracts with our processors, we do our best to avoid transfers of personal data outside the EEA.

Within the Allianz Group, we have established binding bylaws that allow us to transfer your personal data even outside of the EEA while maintaining a high degree of protection. The binding bylaws guarantee that the same high level of personal data protection as in the EEA will also be ensured in other countries.

Outside of the EEA, we may transfer your personal data also based on the European Commission's decision on the appropriate level of protection, and moreover based on appropriate safeguards or exemptions for specific situations.

Public authorities handle personal data in accordance with the law. If you have comments on the processing of personal data by a public authority, please refer directly to that authority.

### How long do we keep the data?

We process personal data for the period for which the contract is concluded. After the contract terminates, personal data will be accessible to a limited number of people, up to the limitation period and for the period of required archiving.

We may send you our product and service offers 1 more year after the termination of all contractual relationship with us.

If you gave your consent with indirect marketing in the contract, we may send you relevant marketing offers for up to one year after the termination of all contracts with us.

We process personal data concerning you also in the pre-contractual period, for the purpose of negotiating the conclusion of the contract.

From the pre-contractual period, minutes of meetings and other documents are taken, which are stored for the duration of the limitation period and the necessary archiving

### What are your rights?

In relation to the processing of personal data, you are entitled to require that:

- we give you at your request information about what data concerning you we process and other

information about the processing, including a copy of the processed personal data (the right of access)

- we correct or complete your personal data upon your request
- we delete your personal data from our systems if:
  - we no longer need them for further processing
  - you have withdrawn your consent to their processing
  - you have legitimately objected to their processing
  - they have been processed unlawfully, or
  - they must be deleted according to legal regulations
- we restrict the processing of your personal data (for example, if you claim that the processing is unlawful and we verify the veracity of such claim or until your objection to processing is resolved)

- we provide you with personal data concerning you that you have provided to us with a consent or to enable performance under the contract and which we process in an automated manner in a format that allows for their transfer to another administrator
- we stop processing personal data concerning you based on your withdrawal of consent whereby you enabled their processing

You may also object to the processing of personal data in the cases listed in the section Why do we process personal data? An example is that you can object to the sending of marketing offers for our products and services and moreover to profiling (for explanation see below).



In the case of profiling with automated individual decision-making, you also have the right to obtain human intervention, the right to express your opinion and the right to challenge the decision.

If you wish to exercise any of these rights, please contact us at any of the above contacts. You can use as well the specified forms, which can be found in our website (see chapter Where do you find more information about the processing of personal data). Revocation of consent to so-called indirect marketing can also be found through the reference given in each of the electronically submitted marketing offers.

We will also notify you of any breach of the security of personal data concerning you if such a breach means a high risk to your rights and obligations.

With your complaints or comments concerning the processing of personal data, you can also contact the Office for Personal Data Protection at: Pplk. Sochora 27, 170 00 Prague 7, e-mail: [posta@uouu.cz](mailto:posta@uouu.cz), data box: qkbaa2n.

How does automated individual decision-making and profiling take place?

### **AUTOMATED INDIVIDUAL DECISION-MAKING**

Is such processing of data that takes place automatically based on algorithms (it is done by computers rather than humans) and its result is a decision that is important, such as setting the price of insurance. We assess especially your age and place of residence, amount and time of occurrence of claims under MTPL (based on information taken from the register of the Czech Insurers' Bureau), amount of kilometres driven per year, age and type of the vehicle. In case of higher amount of previous claims, the premium is higher.

### **PROFILING**

Means automated data processing (e.g. of your age, sex or type of insurance, which you contracted, or evaluation of your activities at our web sites) with the purpose of understanding who you are and which products and services we should offer you. That means we will not offer you something you do not need. Within profiling, our employee may (but not necessarily does) assess the contract without issuing an automated individual decision – but this is usually done only after an objection is raised. Furthermore, there is an automated individual decision making process using personal data in the creation of mathematical analyses that have no effect on this insurance contract. In addition, partially automated individual decision making is also used to prevent insurance fraud and to monitor money laundering.

Where do you find more information about the processing of personal data?

You will find details on the processing of personal data at [www.allianz.com/ochrana-udaju](http://www.allianz.com/ochrana-udaju). You can find there, for example, an up-to-date list of our processors, the wording of binding bylaws, or forms to exercise your rights related to the processing of personal data.

**WE WILL ALSO NOTIFY YOU OF ANY BREACH OF THE SECURITY OF PERSONAL DATA CONCERNING YOU IF SUCH A BREACH MEANS A HIGH RISK TO YOUR RIGHTS AND OBLIGATIONS.**

# 2. PRODUCT DESCRIPTION – TERMS AND CONDITIONS

**MOTOR INSURANCE PRODUCT OFFERED IN FOUR DISTINCT PACKAGES. THE SELECTED INSURANCE CAN ASSIST YOU IN MANY CASES – IN CASES, WHERE YOU CAUSE TO ANOTHER PERSON MATERIAL DAMAGE OR DAMAGE TO HEALTH, ALSO IN CASE OF DAMAGE TO YOUR VEHICLE AND CREW INJURY AND ALSO BY PROVIDING ASSISTANCE OR LEGAL SUPPORT.**

The terms of insurance are part of the insurance contract, including any supplements and clauses. Our written inquiries regarding your insurance policy as well as your answers to them may be also part of the insurance contract.

In addition to the insurance contract, we comply primarily with the rules set out in Act No. 89/2012 Coll., The Civil Code (we will also call it CC), Act No. 168/1999 Coll., on Vehicle Liability Insurance, and in related legal regulations.

All of these documents need to be familiar to you, as the policyholder, and other participants of the insurance (named in the introduction to your insurance, part General contract information).

When the same matter is described in several documents and in each of them differently, they take precedence in the following order: the insurance contract, the insurance conditions and laws.

This, of course, does not apply to the legal provisions from which it is not possible to diverge. Such provisions apply always, and take precedence over the insurance contract.

If the documents are not modified, we will follow the rules in the legislation (for example in CC you will find the rules for how we settle an insured event, how we proceed when insurance risk changes).

The insurance under the insurance contract we have jointly concluded is a private insurance. It is governed by the laws of the Czech Republic, and the courts of the Czech Republic are competent to resolve any disputes.

# 2.1 WHAT IS COVERED BY THE PRODUCT

**In this chapter you will find all relevant information regarding the coverages offered by this insurance. Please note that your policy covers only the risks included in the package selected by you, as specified in your policy contract. For more information on the content of each package, please refer to the following chapters.**

## OBJECTS OF INSURANCE

Objects of insurance may be:

1. liability for damage caused to someone else by the vehicle defined in the policy
2. the vehicle defined in the policy in the extent of:
  - equipment supplied to the vehicle by its manufacturer, and
  - required equipment, including baby car seats, whose acquisition you can prove
3. assistance with an immobile vehicle in the event of an accident or breakdown and legal support for its passengers
4. an injury of the driver or other passengers

Objects of insurance may not be:

1. vehicle equipment, which was not permanently built-in by manufacturer, specifically, navigation, radio, audio-visual equipment
2. excluding the Comfort package, a vehicle, which is not rented in the Czech register of vehicles and does not meet road traffic rules

The insurance contract cannot be concluded for:

1. a vehicle which is not equipped with a technical license or a technical certificate
2. a wheelchair
3. a non-motorized vehicle pulled or pushed by a pedestrian
4. a bicycle or a scooter, unless approved as a motorcycle type

## GENERAL PRODUCT SPECIFICATIONS

This chapter contains information regarding the scope and the territorial extension of the coverage.

Scope and territorial extension of coverage

MTPL coverages are valid on the territory of all European countries and other countries listed on the Green Card, which is an international certificate of negotiated third party liability. Other type of insurances are valid solely on the territory of Europe (incl. the European part of Turkey and the Greek part of Cyprus) except of Belarus, Moldova, Russia and Ukraine.

Sum insured and deductibles

Sum insured, limits of insurance coverages and possible deductibles are always in the content of a given insurance contract.

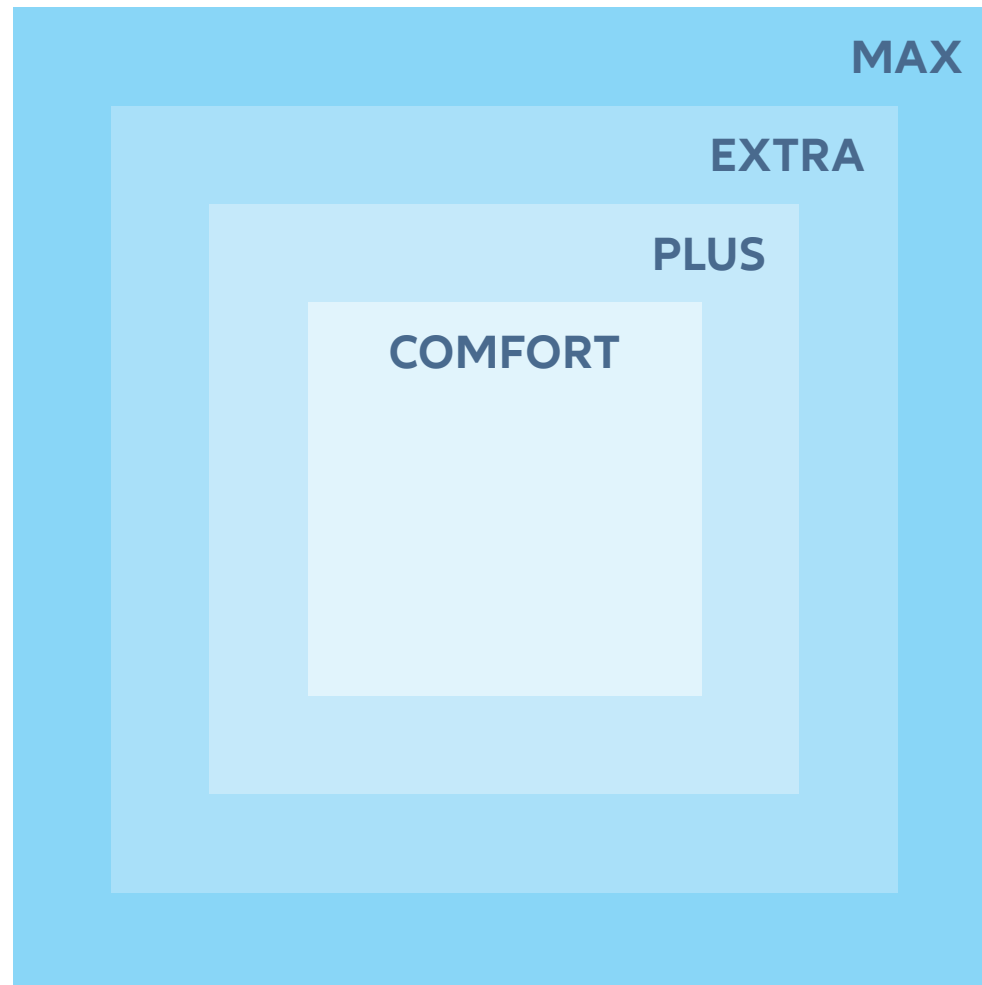


# PACKAGES OVERVIEW

You can contract this insurance in four versions:

- Package Comfort – a basic package for those who do not want to spend too much on insurance and third party liability and basic assistance is enough for them
- Package Plus – appropriate, when you do not want to insure full MOD (Motor Own Damage) coverage, but you want to protect your vehicle against unexpected natural risks you cannot influence
- Package Extra – protects you also against theft, vandalism and window damages
- Package Max – provides protection of your vehicle, incl. coverage of accidents caused by yourself

**WE OFFER  
FOUR PACKAGES  
OF MOTOR  
INSURANCE.**



# TABLE OF COVERAGES

PROVIDED COVERAGES	COMFORT	PLUS	EXTRA	MAX	COVERAGE DEFINITIONS
<b>MTPL</b>	✓	✓	✓	✓	We cover damages you cause to someone else by operating your vehicle. In particular, we refer to harm caused by injury or by killing, damages to property and lost profits. Valid MTPL is a legal duty for the majority of vehicles.
<b>LEGAL SUPPORT</b>	✓	✓	✓	✓	The lawyer on the phone will advise you 24 hours a day.
<b>ROAD SIDE ASSISTANCE<sup>1</sup></b>	✓	✓	✓	✓	Assistance includes repair on spot, towing of the vehicle in case of a malfunction or an accident and pick up of its crew.
<b>PERSONAL ACCIDENT<sup>2</sup></b>	✓	✓	✓	✓	We will pay the insurance benefit if death or disability of the driver arises from an injury in a traffic accident.
<b>NATCAT</b>		✓	✓	✓	We will compensate damages to your vehicle, e.g. when your vehicle is haildamaged or taken by a flood.
<b>FIRE, EXPLOSION, IMPLOSION</b>		✓	✓	✓	We will compensate damages if your vehicle is damaged by fire or explosion.
<b>ANIMAL COLLISION</b>		✓	✓	✓	We will compensate damages whether you knock off a boar or a marten chews on your cables.
<b>ROAD SIDE ASSISTANCE (EXTENDED)</b>		✓	✓	✓	In addition to basic services, the extended assistance also offers in case of a malfunction or an accident the possibility to rent a spare vehicle, a longer distance pickup or hotel accommodation.
<b>PERSONAL ACCIDENT (EXTENDED)</b>		✓	✓	✓	We will pay the insurance benefit if death or disability of any crew member arises from an injury in a traffic accident.
<b>THEFT</b>			✓	✓	We will cover any damage you may incur by someone stealing your vehicle or its part.
<b>WINDSCREEN</b>			✓	✓	We will compensate damages to windows of your vehicle, incl. a sunroof or glass roof, e.g. after an accident, natural event or vandalism.
<b>VANDALISM</b>			✓	✓	We will compensate damages if someone intentionally damages your parked vehicle.
<b>OWN DAMAGE</b>				✓	We will compensate damages if the vehicle is damaged, e.g. by a hit to a tree, a collision with other vehicle, falling stones or it is damaged by chemicals.
<b>GAP PROTECTION</b>				✓	Normally, in the event of total damage to the vehicle, you will only be compensated for its actual value before the damage. However, with this insurance, we will pay you the amount for which you bought the new vehicle, even if it has run for some time since then.

<sup>1</sup> as part of Roadside Assistance (extended) for higher packages

<sup>2</sup> as part of Personal Accident (extended) for higher packages

For a comprehensive description of each coverage, please read the following section



### MOTOR THIRD PARTY LIABILITY INSURANCE (MTPL)

#### What is covered?

Third party liability covers car holder's and driver's protection against financial damage that you provably caused to another vehicle by driving your vehicle.

By law MTPL must be arranged by each owner of a vehicle intended for use on the road.

Up to the limits you negotiated in your policy, we will pay instead of you:

- losses caused by harm to health or death
- reasonably incurred costs connected to the health care of an injured animal
- claims caused by damage, destruction, loss or theft of a thing
- lost profits and other costs arising from the vehicle liability insurance act

#### What is not covered?

The law defines what we pay you for within this insurance, it is e.g.:

- harm to the driver of the insured vehicle
- damage to the insured vehicle and carried things
- some damages to the trailer and things carried in it
- damage caused during loading or unloading of the vehicle

### LEGAL SUPPORT

#### What is covered?

The insurance covers the following areas:

- investigation of traffic accidents
- negotiations with customs authorities
- proceedings related to offenses or misdemeanours
- removal of a driving or technical license
- purchase and sale of a vehicle (including complaints)

We consider as an insured event if something happens to you during the period of insurance, for what you will

need legal advice on issues related to the ownership, operation or driving of the insured vehicle.

Legal advice means providing telephone or written, one-off legal assistance.

We undertake to provide 24 hours a day 365 days a year:

- legal advice
- information on traffic regulations and procedures in the area of traffic and ownership changes of vehicles
- information on relevant contacts (lawyers, registrars, notaries, courts, state administration, police, embassies)
- translating and interpreting during road, border and customs inspections, communicating with participants and witnesses of an accident and while dealing with state authorities

with the overall limit of the insurance coverage of 50.000 CZK

#### What is not covered?

Legal advice does not mean writing or approving of contracts and other legal documents or filings.

The insurance does not apply to:

- consultations concerning offenses or misdemeanours committed intentionally by you

- counselling in disputes between you and D.A.S., Rechtsschutz AG., a branch office for the Czech Republic
- counselling in disputes between you and us
- making claims that were transferred to you, or which you claim on behalf of a third party
- advice on issues that have arisen in connection with your actual or suspected consumption of alcohol or other addictive substances
- legal disputes between owners, co-owners and other vehicle users
- counselling due to an insured event, which occurred during the driving of the insured vehicle without a valid technical license or without a relevant valid driving license if a technical license or a driving license under the relevant legislation is required
- legal disputes that have arisen as a result of active participation in motor races and competitions including training sessions
- advice on claims for damages against you
- claiming compensation for damages incurred by cargo whose owner or authorized user is not among the crew of the vehicle
- disputes arising out of business activities

## BASIC ROADSIDE ASSISTANCE

### What is covered?

Basic Roadside Assistance brings you following services:

- Repair of the vehicle on spot and towing of the vehicle
- Transport of the crew of damaged vehicle
- Information services

Within the Basic Roadside Assistance coverage, we mean by the following terms:

### Malfunction

An unexpected mechanical, electrical or electronic incident, which results in the inoperability of the vehicle, including:

- Discharged or frozen battery
- Defect of the external lighting of the vehicle
- Wiper defect if it rains or snows
- Safety belt defect
- Security or alarm system defect if it blocks entering of the vehicle or the vehicle is immobile because of it

### Damage to or destruction of the vehicle

An unexpected event affecting the vehicle from the outside, resulting in the immobilisation of the vehicle and caused by any of the following reasons:

- Crash
- Fire, explosion
- Natural disasters
- Damage caused by an animal
- Windscreen damage

Damage to or destruction of the vehicle caused by vandalism and theft, defect of tire or damage of keys is not considered for the assistance purposes within these conditions as damage to or destruction of the vehicle.

You may use our service without limitation, any times you want to, during the term of the insurance. The only exception is a discharged battery. You can use our help in this case twice for the insurance year.

### Repair of the vehicle on spot and towing of the vehicle

When your vehicle does not function well, is damaged or destroyed (i.e. immobile), or it would endanger security of the traffic on roads because of its defects, we will provide:

- Repair of the vehicle on spot i.e. arrival and departure of the roadside assistance vehicle and repair of your vehicle up to one hour, which will lead to its putting into operation
- Towing of the vehicle
  - if we cannot fix your vehicle for further driving, we will organize and cover the cost of towing of the vehicle to the closest repair which we define, including costs of manipulation with the vehicle when rescuing, loading or unloading
  - if your vehicle cannot be directly transported to the repair shop which we define, we will organize and cover the cost of towing of the vehicle to a guarded parking lot and the cost of transporting from the guarded parking lot to the closest repair shop which we define, as soon as possible

### Transport of the crew of damaged vehicle

When you cannot continue driving due to:

- malfunction
- damage to or destruction of the vehicle
- flat tire
- misfuelling or insufficient fuel
- lost or unfunctional keys
- theft of vehicle, its parts or equipment
- vandalism

we will organize and cover the cost of transport of the driver and the crew of the vehicle by train, bus or taxi cab from the place of the accident to any other common location up to a maximum of 50 km distance. The distance is determined by us via common ways (e.g. not by the airline).

### Information services

You can call us any time and request the following information from us:

- on road conditions
- on repair shops and vehicle rental companies
- on petrol stations
- on tire repair shops

You can use this service even in case you do not need any other help.

If you need a help, we can also provide you with the following information:

- what to do after an accident and how to fill the European Accident Statement report
- telephone numbers of nearby vehicle repair shops and information about vehicle repair options. This applies only to cases when you are not entitled to using the service of towing of the vehicle to the closest repair shop which we defined under these assistance terms and conditions
- on vehicle rental options

### What is not covered?

Additional to the General Exclusions mentioned in 2.2, assistance does not cover the following damage and costs:

- of parking, except in case we have organized transport to a guarded parking lot
- the cost of fuel, road tax, technical inspection of the vehicle (except for the necessary inspection of the vehicle in case of repair at the place of a malfunction/accident), ferryboat, customs duty, traffic fines and violations related to the insured person or to a driver of the insured vehicle
- materials and spare parts used for vehicle repair or diagnostics within the vehicle repair on spot or in an repair shop
- costs not previously approved by us, except cases of the repair on spot or towing of the vehicle, if you prove us, that you were not able to contact us because of objective reasons
- costs incurred on the cargo objects and animals transported by the insured vehicle

- costs on a vehicle without valid technical inspection, if the vehicle should have it
- costs to cover loss of income of the driver and the crew
- costs of compensation for sustained injuries
- costs connected with a participation of the vehicle in races of motor vehicles
- costs associated with test and speed drives or resistance tests
- aesthetic damage (e.g. scraping, notching, cracking) that does not reduce or limit the functionality of the vehicle
- costs of damages arising or resulting from the use of alcoholic, narcotic and psychotropic substances by the crew of the vehicle
- costs of damages caused by apparent neglect of vehicle maintenance
- costs of damages which were already assisted or by which we asked you to remove their cause
- costs of damages caused to persons who paid for the transport
- costs of damages associated to transshipment and transport of cargo

Moreover, we would like to inform you, that we are not responsible for delays in providing a service, if the cause of the delay is a:

- strike, civil unrest, riot, terrorism, war, civil war, or the effect of nuclear power
- force majeure (e.g. by events which are totally out of our control)

**ROADSIDE ASSISTANCE (BASE) OVERVIEW**

**EVENT**

BENEFIT	MALFUNCTION	DAMAGE TO OR DESTRUCTION OF THE VEHICLE	VANDALISM	THEFT OF THE VEHICLE	THEFT OF VEHICLE PARTS OR EQUIPMENT	FLAT TYRE	LACK OF FUEL	WRONG FUEL	KEYS (LOCKED, LOST, BROKEN)
REPAIR ON SPOT, MAX 1H	✓	✓							
TOWING	✓	✓							
MOBILITY SERVICE UP TO 50 KM	✓	✓	✓	✓	✓	✓	✓	✓	✓
INFORMATION SERVICES	✓	✓	✓	✓	✓	✓	✓	✓	✓

For a comprehensive description of each coverage, please read the following section

**PERSONAL ACCIDENT**

**What is covered?**

We will provide the indemnity in amount of sum insured to:

- to the person designated by law, if the driver of the insured vehicle dies as a result of an injury caused by a traffic accident not later than 12 months from the time of the accident
- the driver of the insured vehicle, if the driver becomes disabled due to an accident during a traffic accident

You have to be able to prove your entitlement to the indemnity by providing us the death certificate or the competent governmental authority's decision. The accident has to be proven by a police report.

**What is not covered?**

We cannot provide the indemnity if :

- disability has arisen due to illness that has worsened or manifested as a result of an injury (e.g., cancer), incl. mental illness or changes in the mental state (for example, diagnoses F00 to F99 according to ICD-10), even if it had a causal link with an accident

- the accident occurred:
  - when the vehicle was driven by a person without the appropriate authorization or otherwise not allowed to drive (e.g., after consuming alcohol, narcotics, under a driving ban by the state authority's decision), made it impossible to test for the presence of alcohol or narcotics or when the driver was not uniquely identified
  - in races of any kind or competitions with speed practice incl. preparations
  - by driving on closed circuits (we mean, for example, a road that is not publicly accessible and does

- not have to comply with traffic rules)
  - at a time when the insured vehicle was technically unsuitable due to defects or changes made
  - damage was caused by fitting the vehicle with tires other than those determined by the vehicle manufacturer or the road traffic rules

We will not provide indemnity if the driver was not fastened to the safety belt at the time of the accident.

## NATURAL CATASTROPHES

### What is covered?

We will help you with damages of the insured vehicle which were caused as a consequence of NatCat, such as flood, surface flooding, windstorm, earthquake, landslide or avalanche, fall of rocks or soil, hailstorm, lightning strike or as a consequence of fall of snow, ice, tree, branch, mast, public column of any line or lighting.

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damage caused by water entering the engine combustion chamber.

## FIRE, EXPLOSION, IMPLOSION

### What is covered?

We will pay you for damage caused by sudden and accidental fire or a spontaneous explosion.

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damage:

- caused by improper use or maintenance of the vehicle, and if you use the vehicle in other way than

- specified by the manufacturer or if the damage occurred in relation to a thing carried on or in the vehicle
- caused when the vehicle was driven by a person without the appropriate authorization, or when the person was not able or not allowed to drive for any reason (for example, after ingestion of alcohol, narcotic drugs, a driving ban by the state authority), or when the person made impossible to test himself for the presence of alcohol or narcotic substances, or when the driver has not been uniquely identified
- caused by races of any kind and competitions with speed gear incl. preparations
- arising when driving at closed circuits (by these, we mean for example a route that is not publicly accessible and that does not have to comply with road traffic rules)
- incurred when the insured vehicle was not technically fit to operate due to defects or performed changes
- caused by equipped tires which were not compliant with the rules given by the vehicle manufacturer or the road traffic rules

## ANIMAL COLLISION

### What is covered?

In this insurance we will pay you for damage of the insured vehicle:

- demonstrably caused only by an animal (such as wired electrical installation)
- demonstrably caused by a collision with a domestic or wild animal

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damage:

- caused by items or animals which you have transported or left in the insured or connected vehicle
- caused by a thing or an animal that you transported or left in the insured or a related vehicle
- suffered when the vehicle was driven by a person without a driving license or a person not allowed or unfit to drive (e.g., after ingestion of alcohol, drugs or psychotropic substances and medicine), who refused to pass the control, or if the driver was not unequivocally identified
- caused in a motor race or competition incl. preparation
- caused while driving on racing circuits (we mean for example road, which is not publicly accessible and where you do not have to follow traffic rules)
- caused when the insured vehicle was not technically fit to operate due to defects or changes
- fitting the vehicle with tires other than those determined by the vehicle

- manufacturer or the road traffic rules
- caused by tire damage, unless there has been other damage to the vehicle for which we pay the indemnity

## EXTENDED ROADSIDE ASSISTANCE

### What is covered?

The extended roadside includes these services:

- repair of the vehicle on spot and towing of the vehicle
- transport of the crew of damaged vehicle
- provision of the replacement vehicle
- accommodation and transport
- wheel replacement on spot
- fuel delivery in case you run out of fuel while driving, or replacing of improperly refueled fuel at the place of the event, as far as technically feasible
- transport of a driver to pick up a found vehicle
- vehicle scrap removal
- transport of mortal remains
- information services
- help with lost or unfunctional vehicle keys using services mentioned above
- help after a theft of the vehicle or damage of the vehicle by a vandal using services mentioned above

What we mean by a malfunction and damage to or destruction of the vehicle

is described in the chapter about the Basic Roadside Assistance (see page 32).

You may use our service without limitation, any times you want to, during the term of the insurance. The exception is a immobility caused by discharged battery and provision of a replacement vehicle because of malfunction, misfuelling or lack of fuel, lockout of the vehicle, loss of keys or other similar devices used for unlocking and starting. You can use our help in this case twice for the insurance year.

**Repair of the vehicle on spot and towing of the vehicle**

We will provide you the service by following events:

- malfunction
- damage to or destruction of the vehicle
- vandalism
- flat tyre
- lack of fuel or misfuelling
- inability to open the locked vehicle, if there has been a slamming, loss or damage to keys or other similar devices used to unlock and start the vehicle
- theft of vehicle or its equipment

When your vehicle does not function well, is damaged or destroyed (i.e. immobile), or it would endanger security of the traffic on roads because of its defects, we will provide:

- repair on spot
  - in same way as by the basic roadside assistance
- towing of the vehicle
  - in same way as by the basic roadside assistance
  - moreover, we can tow you also to any place you decide, which is within 150 km distance from the place of the event. The distance is calculated by us, by regular routes (e.g. not by air line)

**Transport of the crew of damaged vehicle**

We will offer you the same service as described by the basic roadside assistance and moreover, we provide transport up to 100 km distance. The distance is calculated by us, by regular routes (e.g. not by air line).

**Provision of the replacement vehicle**

By the replacement vehicle we mean a personal car, which can be on your disposal, if your vehicle becomes inoperable. Allianz will pay the rental fee in line with described conditions.

If your vehicle is stolen or we organized its towing to a repair shop and it is no possible to fix the vehicle for further driving on the same day, in all cases

except for flat tyre, at your request, we will organise and cover the costs of rental of a replacement vehicle, including its delivery and return.

**What kind of vehicle we will provide**

We provide a replacement vehicle according to the type of your vehicle. Which type we will provide, is summed in the following table. For the personal car, it is given that we will provide a car which is one class lower than the class of the insured vehicle, but no more than lower medium class (e.g., Volkswagen Golf, Ford Focus, Seat Leon, Honda Civic, Škoda Rapid). If you have a car of the lowest class, you obtain a car of the same category. The classification of classes is based on our decision.

YOUR VEHICLE	MAXIMAL CLASS OF REPLACEMENT CAR	EXAMPLE
PERSONAL CAR	one class lower, no more than lower medium	Škoda Rapid
MOTORCYCLE	small	Škoda Fabia
TRAILER OF A TOTAL WEIGHT UP TO 3,5T	another trailer, but only for a personal car; or we will cover the cost of the rent	
OTHER MOTOR VEHICLES	lower medium	Škoda Rapid

**How long is the vehicle provided for**

We provide the vehicle for the period of the repair of your vehicle in the repair shop, where we towed it to, or by the time when the stolen vehicle will be found. However, at the maximum, it will be at your disposal:

- for 6 calendar days in case of vehicle damage or destruction, vandalism or theft. In case of a theft or vandalism, you must provide us the police report
- for 4 calendar days in case of malfunction, lack of fuel or misfuelling, inability to open the locked vehicle, if there has been a slamming, loss or damage to keys or other similar devices used to unlock and start the vehicle

**Other important information about the replacement vehicle**

- we will organize and cover the costs of pick-up and return of a replacement vehicle from you if the vehicle pick-up location is up to 50 km from the vehicle drop-off location. The distance is calculated by us, by regular routes (e.g. not by air line)
- you will sign a rental agreement directly with the rental company, which also defines the conditions of the rental

**Accommodation and transport**

- we will organize and cover the cost of accommodation of the driver and

the crew of the vehicle in a three-star hotel, for the duration of the vehicle repair or until the stolen vehicle is found, for up to 3 nights, up to an amount of CZK 2.000 per night and per person. We are able to provide the service in case of inoperability of the vehicle only if following conditions are met:

- the vehicle was immobilised more than 50 km from the place of permanent residence of the driver of the vehicle; the distance is calculated by us, by regular routes (e.g. not by air line)
- we organized towing of the vehicle to a repair shop
- the repair shops confirms us, that the time of repair will exceed 24 hours
- at your request, we will organize and cover the cost of return of the driver and the crew of the vehicle to the place of residence or seat of company of you as the owner or user of the vehicle. Return can be organized by train (first-class ticket), by bus, or, in case the distance is higher than 750 km, by air plane (economy-class ticket). The distance is calculated by us, by regular routes (e.g. not by air line). You can use this service:
  - in all cases described above except in case of a flat tyre
  - if, based on information received by us from the repair shop, where we towed the vehicle to, the time

- of repair will exceed 24 hours or if the vehicle was stolen
- you can use either the hotel accommodation service or return to the place of residence. You cannot combine the services.

#### Wheel replacement on spot

If, while driving, you get a single flat tire, we will organize and cover the cost of replacing the wheel at the place of the event. We will use a spare wheel included in the standard equipment of your vehicle.

If you get more than one flat tire or there is no functional spare wheel in your vehicle, we will organize and cover the costs of towing of the vehicle:

- to a repair shop or a tire repair shop which we define
- or to another location that you designate, up to a maximum of 150 km distance from the event. The distance is calculated by us, by regular routes (e.g. not by air line).

#### Fuel delivery in case you run out of fuel while driving, or replacing of improperly refueled fuel at the place of the event, as far as technically feasible

We will organize and cover the cost of fuel delivery in a quantity sufficient to drive the vehicle to the closest petrol station. You will pay the cost of the delivered fuel. In case it is not possible

to fix the vehicle on spot, we will organize and cover costs of towing of the vehicle:

- to the closest repair shop which we define
- or to another location that you designate, up to a maximum of 150 km distance from the place of the event. The distance is calculated by us, by regular routes (e.g. not by air line).

#### Transport of a driver to pick up a found vehicle

If, after a theft, your vehicle has been recovered, we will organize and cover the cost of travel of you (as the owner of the vehicle), or of a person authorized by you to the place of takeover of the vehicle. The travel will be organized by train (first-class ticket), bus, or – if the distance is greater than 750 km – by air plane (economy-class ticket). The distance is calculated by us, by regular routes (e.g. not by air line).

#### Vehicle scrap removal

In case of a total loss caused by an damage to or destruction of the vehicle or vandalism, we will reimburse you for the cost of vehicle scrap removal paid by you, up to the amount of CZK 3.300. All that you need to do is to submit a written request and enclose invoice for paid service.

#### Transport of mortal remains

If the driver and/or any passengers die in a traffic accident, we will organise and cover the cost of transporting the mortal remains to a place of burial in the territory of the Czech Republic.

#### Additional information services:

In addition to services described by the Basic Roadside Assistance you can call us any time and request the following information:

- air plane or train tickets
- hotel and conference room reservations
- ordering a taxi cab

#### What is not covered?

In addition to exclusions not covered by the Basic Roadside Assistance, the Extended Roadside Assistance does not cover:

- the cost of purchasing or replacing a key or other device used for starting or unlocking the vehicle
- miscellaneous costs connected with accommodation, except the costs of accommodation itself

ROADSIDE ASSISTANCE (EXTENDED) OVERVIEW

BENEFIT	EVENT								
	MALFUNCTION	DAMAGE TO OR DESTRUCTION OF THE VEHICLE	VANDALISM	THEFT OF THE VEHICLE	THEFT OF VEHICLE PARTS OR EQUIPMENT	FLAT TYRE	LACK OF FUEL	WRONG FUEL	KEYS (LOCKED, LOST, BROKEN)
REPAIR ON SPOT, MAX 1H	✓	✓	✓		✓	✓	✓	✓	✓
TOWING	✓	✓	✓		✓	✓	✓	✓	✓
MOBILITY SERVICE UP TO 100 KM	✓	✓	✓	✓	✓	✓	✓	✓	✓
REPLACEMENT VEHICLE	4 days / 2 per year	6 days	6 days	6 days	6 days			4 days / 2 per year	4 days / 2 per year
ACCOMODATION AND TRANSPORT	✓	✓	✓	✓	✓			✓	✓
WHEEL REPLACEMENT ON SPOT						✓			
DELIVERY OR CHANGE OF FUEL							✓	✓	
TRANSPORT OF A DRIVER TO TAKE RECOVERED VEHICLE				✓					
VEHICLE SCRAP REMOVAL		CZK 3 300	CZK 3 300						
TRANSPORT OF MORTAL REMAINS		✓							
INFORMATION SERVICES	✓	✓	✓	✓	✓	✓	✓	✓	✓
OTHER RELEVANT ASSISTANCE			✓	✓					✓

For a comprehensive description of each coverage, please read the following section



## PERSONAL ACCIDENT (EXTENDED)

### What is covered?

The scope of the insurance is the same as in case of personal accident (basic). Moreover, it covers not only the driver but also the whole vehicle crew.

We pay the indemnity to children even when determining any degree of dependence on the assistance of another person as a result of an injury during the accident. You will prove the dependence by delivering a decision of the state administration.

### What is not covered?

We will not be able to provide you with any indemnity in the same cases as under base accident insurance. In addition, we will not even provide it for injuries suffered by passengers of the vehicle who were not wearing their safety belt at the time of the accident.

**WE PAY THE INDEMNITY TO CHILDREN EVEN WHEN DETERMINING ANY DEGREE OF DEPENDENCE ON THE ASSISTANCE OF ANOTHER PERSON AS A RESULT OF AN INJURY DURING THE ACCIDENT.**

## THEFT

### What is covered?

Upon proof of the police report we will help you with claims of insured vehicle caused not only by its theft, but also by theft of its parts or by burglary into the vehicle. By theft, we mean also robbery or unauthorized use of the vehicle.

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damages occurred after you left the vehicle unlocked or unsecured by protection equipment determined by manufacturer. We also do not pay for stolen disassembled parts of the vehicle (e.g. winter tires stored in the garage).

## WINDSCREEN

### What is covered?

If damage of windscreen, perimeter and back glasses, glass roofs or roof window used for outlook from your vehicle happens, we cover costs of their repair. If repair is not possible, we pay their replacement.

The insurance covers following cases:

- accident
- NatCat
- fire or explosion
- theft
- vandalism
- damage of the vehicle by an animal

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product and exclusions valid for own damage insurance (listed under this insurance under the heading “what is not covered”), we cannot pay you for damages on bus perimeter glasses and back window and related damages (toll stickers, protective foils, opening mechanism, additional glazing, varnish, upholstery, etc.).

## VANDALISM

### What is covered?

We will pay you for damages to the insured vehicle caused by verifiably intentional act of a third party. The vehicle must be parked in this time. Moreover, it must be proven, that the damage was not caused by operation of another vehicle.

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damage:

- caused in vehicle interior when you left the vehicle unlocked or unsecured by protection equipment determined by manufacturer
- caused by tire damage, unless there has been other damage to the vehicle for which we pay the indemnity

## OWN DAMAGE

### What is covered?

We will pay you for damages of your insured vehicle caused by the accident.

### What is not covered?

In addition to the general exclusions listed in chapter 2.2 What are general exclusions of the product, we cannot pay you for damage:

- caused by animals or things that you carried in the insured car or in the trailer
- happened, if vehicle was driven by a person without a driving license or person unable to drive (e.g. after ingestion of alcohol, drugs or psychotropic substances and medicine), which refused to pass the control or if the driver was not unequivocally identified
- arose on motor race or other kind of competition incl. preparation
- arose while you were driving on racing circuits (for example road, which does not have to follow traffic rules)
- arose when the insured vehicle was not technically fit to operate due to defects or done changes
- caused by fitting the vehicle with tires other than those determined by the vehicle manufacturer or the road traffic rules

- caused by tire damage, unless there has been other damage to the vehicle for which we pay the assurance benefit
- arose due to vehicle repair or maintenance or other incidents in direct connection with these works
- caused by functional stress, natural wear and tear, fatigue or defect of material, structural or manufacturing defect
- caused by a defect, which the vehicle already had at the time of insurance negotiation, and you knew or could know about it
- caused by improper use or maintenance of the vehicle, and if the vehicle was used in another way than specified by the manufacturer
- caused by operating the insured vehicle (or the trailer attached to it) as a working machine (i.e., other uses than for driving), for tipping or other handling of its cargo

## GAP PROTECTION

### What is covered?

Without this insurance in case of a total loss (see Insurance Decoded), we pay up to the amount, for which you would buy a comparable vehicle at the moment of the loss (that means considering its age, millage, state etc.).

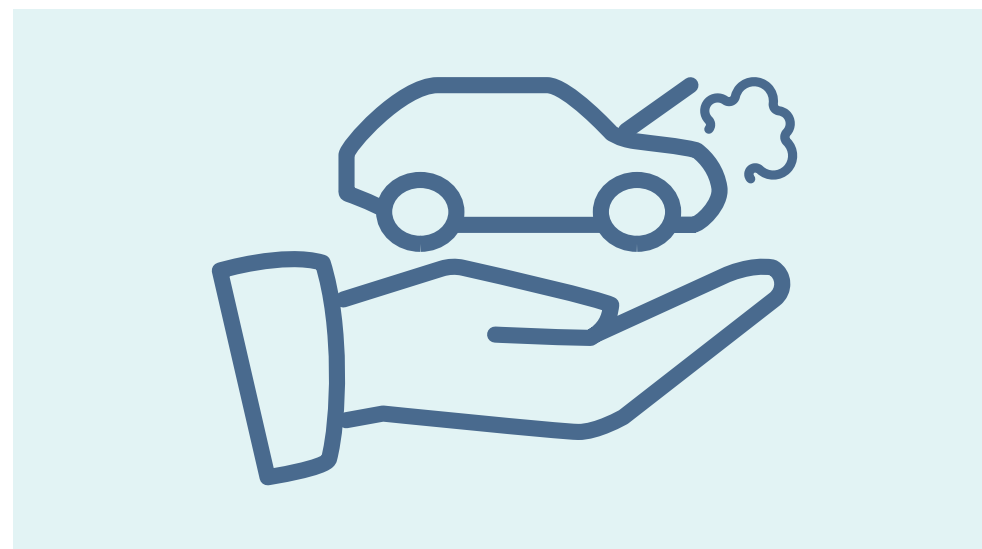
However with the GAP protection, we will pay you the price of the vehicle, for which you bought it, assuming that:

- claim will happen in 2 years from the beginning of insurance
- you are entitled to indemnity from the Theft, Own damage, NatCat, fire, explosion and implosion, Vandalism or from the Animal collision

- submit to us the invoice from the seller of new cars

### What is not covered?

The GAP protection cannot be applied to damages that do not meet conditions listed above.



## ADDITIONAL SERVICES

### DIRECT SETTLEMENT

We will help you with a damage of your vehicle caused by operation of another vehicle, under the condition that:

- liability for damage caused by the operation of another vehicle has been demonstrated
- the damage happens in Europe (incl. the European part of Turkey and the Greek part of Cyprus) except of Belarus, Moldova, Russia and Ukraine
- if it is a damage for which the person with a valid liability insurance is responsible from the operations of the vehicle or provided by some of the national insurers' offices in the country where the green card is valid

From this insurance, we will reimburse claimed and proven demands:

- to repair the insured vehicle up to the level of its Czech market price in the period immediately preceding the insured event, less the value of the applicable residues
- to extricate and tow the insured vehicle from the accident scene to the nearest possible repair shop, or the nearest possible storage

- to acquire a vehicle of the same type and quality as the insured vehicle immediately before the damage, reduced by the value of usable residuals of the vehicle, in case the repair cost exceeds the price of the insured vehicle
- to store the insured vehicle due to safety, health or environmental reasons, for a maximum of 30 days
- associated with borrowing of a replacement vehicle for the estimated duration of the repair of the vehicle (no longer than until we notify you that the damage to the vehicle is considered to be total, for a reasonable period of time to purchase another vehicle)

Amount of indemnity

- is limited by the amount to which you are entitled (from MTPL of the person responsible for the damage caused to your vehicle, or rather from the relevant National Insurers' Bureau)
- will depend on your possible co-responsibility for the damage

We conclude this insurance without deductibles and it covers only such damages, which will not be claimed concurrently from any other insurance.

## ADDITIONAL SERVICES

In order for us to be able to pay you indemnity, you must provide us with:

- a final decision from the police or another competent governmental or administrative authority on the outcome of a traffic accident investigation that will unambiguously imply liability or co-liability of the guilty party for damage to the insured vehicle or
- the accident report drawn up by the participants at the place of the accident, from which the liability or co-liability of another person for damage caused to the insured vehicle

- the power of attorney authorizing us to claim on your behalf any compensation for damage from MTPL of the person responsible for that damage or from the relevant National Insurers' Bureau
- other documents we request

You must return the indemnity already paid immediately if it turns out that you have no right to claim any compensations from the culprit's MTPL.



## 2.2 WHAT ARE GENERAL EXCLUSIONS OF THE PRODUCT

**In this chapter we explain, when we cannot pay you any compensation from Assistance, NatCat, Fire, Explosion and Implosion, Animal Collision, Extended Assistance, Theft, Windscreen, Vandalism, Own Damage and GAP Protection.**

Human errors, including:

- damages caused by your intentional fault, the intentional fault of people from your common household, people who drive the vehicle, people who acted based on their initiative
- use of the vehicle for criminal activity or
- failure to allow the vehicle to be inspected after the accident before damage is repaired

Political and environmental circumstances, including:

- damages due to riot, violent riots, strikes, terrorism, war or the interference of public authority
- damages due to atomic explosion, radiation or radioactive contamination

Problems with operation, maintenance issues, problems during selling, including:

- damages caused during the operation of a vehicle which has no valid Czech registration certificate or certificate issued based on false data
- fuel damages
- tire damages, if there is no other damage to the vehicle at the same time
- damages for which unauthorised or our non-contractual repair shop is responsible
- damage happened in the time from the handover the car from the seller to its takeover by the owner or authorized user
- damage for which another body to

wich the vehicle was handed over for maintenance is responsible (e.g. car wash), rescue (e.g. The fire brigade), transport (e.g. towing service), sale (e.g. autobazar), provision of another service (e.g. tuning, sandblasting glass, stickers)

Further for:

- consequential and other damages of any kind, (e.g. lost earnings or profits, and the insured's inability to use)
- ancillary expenses (costs of legal representation, postage, express surcharges)
- non-material damage, and
- the refund of the price of special mean



# 2.3 WHAT ARE YOUR RESPONSIBILITIES – GENERAL OBLIGATIONS

In this section you will receive information about your obligations and duties in case of negotiation, duration of insurance, or damage.

## YOUR OBLIGATIONS

In addition to legal obligations, we require you:

During contract negotiation:

- to communicate the true and complete information needed to conclude the insurance contract, to send us required documents and allow us to verify the completeness and truthfulness of the data
- to get familiar with the content of contract or other documents you received from us during negotiation
- to allow us to inspect the insured vehicle upon request (this also applies during insurance) to determine the technical condition

- to submit documents about the vehicle and its ownership

During insurance:

- to notified us in a written form about any change in your data we have asked for you during negotiating, especially those that may increase the risk of damage (e.g., changing the way the vehicle is used)
- to keep the vehicle in proper technical and manufacturer prescribed condition
- to immediately inform us about the loss of keys
- to inform us without undue delay about the change of ownership of the vehicle, its de-listing, or theft
- to lock and secure properly the vehicle with the prescribed security device every time you leave it

When the damage happens:

- to inform us without delay that damage has happened

- more detailed information you can find in chapter 2.4. Claim happened – what comes next

## OBLIGATIONS CONNECTED WITH PREMIUM CALCULATED BASED ON MILEAGE

To be able to check compliance with insurance terms, we need you to:

- provide us with a picture of your vehicle's speedometer in electronic form:
  - within 14 days from the beginning of the insurance
  - always 3 months before the end of each insurance period (we will give you a notice you to do so)
  - at the date of termination of insurance (unless the insurance has ceased by theft or destruction of the vehicle)
  - anytime we will invite you to do so
- allow us to inspect your vehicle up to 4 times a year

If you breach any of these obligations, we will increase your premium to the price corresponding with “over 25,000 kilometre” mileage, also retroactively.

If the documented mileage is not true or up to date, we may require you (as policy holder) to pay a contractual penalty in the amount of three times the annual premium.

In the first year of the insurance period, we determine the state of the

tachometer after 9 months so that we can send you a new premium policy at least 2 months before the anniversary of the contract. We recalculate your travelled mileage to the annual value. Every year after this there will be 12 months between the mileage reportings.

We recalculate the mileage even at the end of insurance during the insurance period.

The mileage data is stored for 10 years after the termination of the insurance contract.

## OUR OBLIGATIONS

We are obliged:

- to answer truthfully and completely all your questions before concluding the contract, during negotiation, during insurance and in case of claim handling
- to inform the beneficiary of indemnity about the result after the claim handling has been completed
- to provide him with reasons why we have not finished the claim handling, in case we are not able to tell the result within three months from reporting the damage
- to send him the indemnity in Czech Crowns within 15 days from the end of claim handling
- to report to him the reasons of any claim denial

# 2.4 CLAIM HAPPENED – WHAT COMES NEXT

Here we inform you how quickly and easily you can report us a damage.

## IMPORTANT CONTACTS

- 112** Emergency
- 155** Ambulance
- 158** Police
- 150** Firemen

If you are a participant of an accident, then immediately:

- ensure safety (warning lights, warning triangle, use reflective vest)
- provide first aid, if necessary, and call an emergency
- leave the highway behind, and go behind crash barriers as quickly as possible
- take other precautions to avoid damage extension

Call police:

- if somebody is injured
- if the property of third parties is damaged (e.g., barriers, traffic signs, parked vehicle)
- if the damage on one of the damaged vehicles appears to exceed CZK 100.000
- in case of suspicion of an intentional damage to the vehicle
- if some participant does not cooperate, refuses to fill in an accident record or does not want to present documents (driving license, technical card, green card)
- if you have suspicion of consumption of alcohol or addictive substances some of participant of an accident

### Take a photo of the venue:

- if possible, take pictures of the place of the accident immediately after the collision, it simplifies the subsequent investigation
- try to capture the extent of damage, traffic signs and vehicle positioning after a collision

### Fill in the record of the accident:

- fill in the contact details of participants and witnesses of the accident (name, address, telephone)
- draw a map of the accident incl. traffic signs (main road, right of way ...) and describe reasons of the accident
- sign all documents for each other, secure signatures from all participants
- if you do not have the form with you, write it in detail on a clean sheet of paper

### Call our assistance:

- if you need extrication or towing (vehicle is not operable due to an accident)
- if you do not know how to fill in an accident record
- if you need help with interpretation and translation
- do not accept offers of crash hunters, they often offer unnecessary and overpriced services that we cannot pay you

### Contact:

NONSTOP Allianz assistance  
+420 241 170 000



## CLAIMS PROCESS

### Report the damage to us:

- without undue delay
- by phone at +420 241 170 000
- at [www.allianz.cz/napiste](http://www.allianz.cz/napiste)

If you deliberately provide us during damage reporting with false or grossly distorted essential information about the origin or extent of the damage (or you are not telling us all information), we can:

- demand reimbursement of incident investigation costs
- reduce indemnity
- fully reject the indemnity

We will then require you to submit the relevant documents.

During the claim handling, please follow our instructions.

### If claim from MTPL happens:

- give to the injured person your data necessary for substantiating the claim (name, place of residence, name or business name and registered office, your insurance company's insurance number, insurance policy number, registration number of your vehicle), or the same information about the vehicle owner
- submit a common report from the accident
- tell us in a written form without undue delay:
  - that a claim has been placed against you, and make a statement about the amount of required compensation

**DURING  
THE CLAIM  
HANDLING,  
PLEASE  
FOLLOW OUR  
INSTRUCTIONS.**

- that administrative or criminal proceedings have been initiated in connection with the damage, and inform us immediately of their course and outcome
- that the injured person has exercised the right to compensation for damages in court
- ensure that we are able to exercise the rights which are transferred to us, especially the right to the claim

#### In case of damage to the insured vehicle:

- ensure proper documentation of damage to the vehicle by the police, firemen or environmental inspection, if required by law
- allow us to investigate all matters relating to the damage (including vehicle inspection, control of the venue, acquisition of visual documentation, taking samples of damaged items etc.)
- inform us if you have any other insurance
- you may get the damaged vehicle:
  - repaired in a repair shop determined by us
  - or have your money paid out. In this case, it is necessary to allow us to inspect the damaged vehicle within 7 working days of reporting

the damage. In the meantime, do not repair it unless it is strictly necessary for the safety, hygienic, environmental or other serious reasons; you will need to prove this, therefore keep the damaged parts of the vehicle until we inspect them

- in case of vehicle theft, handover over to us:
  - vehicle documents (esp. vehicle registration documents)
  - all key sets, including all controls you received when buying the vehicle or additionally. If you cannot do this, we need you to prove the reason to us; if it is discovered that the keys are not from your vehicle, we do not have to pay the indemnity
- if necessary, authorize us to act independently with all the authorities and institutions concerned
- give us the necessary documents to be able to get the indemnity for damages from person, who caused it
- prove to us – upon our request - the repairs on the vehicle that had been done before the damage happened

If you without delay do not report to the police the intentional damage to the vehicle, its theft, or theft of its parts, we may not provide you the indemnity.

In case of damage to the insured vehicle, which you decide to resolve with the Direct Settlement insurance service (more information on page 50 ) it is necessary to provide us with:

- the final decision of the police or other competent state or administrative authority on the outcome of the accident investigation, where responsibility or co-liability of another person for the damage incurred by the insured vehicle is clearly determined or
- the accident record drawn up by the participants at the accident place

In addition, we need you to authorize us to exercise on your behalf your claim for damages from the applicable liability insurance of the person responsible for the damage caused to your vehicle or the relevant National Insurers' Bureau.

**IF YOU WITHOUT DELAY DO NOT REPORT TO THE POLICE THE INTENTIONAL DAMAGE TO THE VEHICLE, ITS THEFT, OR THEFT OF ITS PARTS, WE MAY NOT PROVIDE YOU THE INDEMNITY.**



## CLAIMS HANDLING AND COMPENSATION

In this chapter we will provide you with the information about to whom we will pay the indemnity. We will explain to you how we determine the amount of indemnity, under what conditions we are allowed to reduce the indemnity, or what your deductible is.

### To whom we pay the indemnity

The person designated by the insurance contract or by law is entitled to receive indemnity.

### How we pay the indemnity

We pay the indemnity always in Czech crowns and to the account that the person entitled to receive the indemnity has identified. An exception is the assistance and legal support, which are provided to you through our partners.

### Ways we have to deal with the damage:

- payment based on an invoice – you or the repair shop will provide us with an invoice, and we will use it to calculate the indemnity, we accept the submitted proof of repair and damages and we pay the insurance benefit up to the amount of common repair costs in the network of our contractual repair shops (also for invoices for vehicle repair abroad)
- payment according to a determined repair budget – we ourselves will calculate how much the repair could have cost

- payment for total loss – the indemnity will be calculated according to the price of the vehicle on the Czech market as of the date of the insured event

### In case of partial damage to the insured vehicle, compensation means:

- purposefully incurred repair costs using new parts on the Czech market
- the cost of providing a replacement car

If you have been unable to use a replacement car as a part of the extended assistance insurance (e.g. because you did not need to be towed), we will pay you for it during the repair of your vehicle under the following conditions:

- your vehicle is a car with a total weight of up to 3.5 tons
- damage must be an insured event of

## THE PERSON DESIGNATED BY THE INSURANCE CONTRACT OR BY LAW IS ENTITLED TO RECEIVE INDEMNITY.

insurance against NatCat, fire and explosion, animal collision, theft of a part of the vehicle, vandalism or own damage

- we will provide a replacement car for a maximum of 6 days
- the replacement car class is one lower than the repaired, but at most lower middle class (i.e. Škoda Rapid), in the case of the lowest class it remains the same
- classification of vehicles to classes is based on our decision
- rental fees are paid up to the amount of prices common in given place and time (Czech rental fees for your orientation are published at [www.allianz.cz](http://www.allianz.cz), see the price list)
- the repair must be carried out in our contract service (except for damage incurred and removed outside of the Czech Republic - there must be a service authorized for a given vehicle brand)
- the working time of the repair technician in accordance with the manufacturer's instructions must be at least 8 hours (so-called norm hours).

We cover costs of repair only if they do not exceed 80% of the usual price of the insured vehicle immediately before the damage was incurred. We establish the usual price on the Czech market.

The resulting amount of indemnity is reduced by the value of the residues of the vehicle that can be replaced but are still usable, as well as agreed deductible.

In case of total loss, we pay the cost of purchasing a vehicle of the same type and quality in the Czech Republic reduced by:

- the amount corresponding to the degree of wear and tear or other previous depreciation
- the value of usable residues
- the amount of the agreed deductible

If you have chosen the Max package and the total loss occurs in the first 2 years of insurance we will pay you (thanks to the GAP coverage) the price of the insured vehicle which is stated in the invoice from the seller of new vehicles reduced by the cost of residues.

In any case, we can reduce your indemnity by unpaid premiums also under other contracts you have concluded with us.

### The impact of VAT on the indemnity

In case of partial damage handled according to an invoice issued for the vehicle repair, the indemnity for VAT payers is calculated without VAT.

### How do we calculate the indemnity for payment based on a specified vehicle repair budget

In this case, we start from the price of:

- spare parts (excluding VAT) that are qualitatively comparable to those of the manufacturer or importer

- work (excluding VAT) at standard hourly rates of non-branded repair shops, respecting the standard hours given by the manufacturer
- varnishing according to the usual prices (excluding VAT) of non-branded repair shops

When calculating the indemnity according to the budget, you must prove that previous damages have been properly repaired; otherwise we may reduce the amount of indemnity or refuse to pay altogether.

#### When we will pay a lower indemnity

If you do not provide us with documents issued by a branded repair shop or a repair shop authorized by us for repair or replacement of the following parts of the vehicle, we will pay you the indemnity only up to the difference between the vehicle price before and after the damage. Parts which follow this procedure include:

- electrical and electronic vehicle elements (e.g. radio, navigation, audio-visual equipment)
- airbags (including control units)
- seats (including restraint systems)
- alloy wheel disks
- any part of the vehicle damaged by hail

#### How are you involved with the damage

From each payment of the indemnity related to the insured vehicle we deduct the amount agreed upon in the insurance contract. Except for payment

of the insurance contribution for a new vehicle (GAP), where the deductible is not deducted. If the indemnity is lower than the agreed co-payment, we will not provide any payment.

#### Costs of Saving

These are the necessary costs you had to purposefully spend on:

- averting an imminent insured event (type 1)
- mitigating the consequences of an already arisen insured event (type 2)
- removing the consequences of the insured event for health or safety reasons (type 3)
- saving life or protecting the health of people in connection with an insured event (type 4)

We will cover these costs in addition to the limit of MTPL or above the amount insured for damage to the vehicle. Their maximum amount is determined by the following table:

	MTPL	OWN DAMAGE
TYPE 1	1 % of the limit	10 % of the sum insured
TYPE 2	1 % of the limit	10 % of the sum insured
TYPE 3	0,1 % of the limit	1 % of the sum insured
TYPE 4	30 % of the MTPL limit	

The above limits represent the sum of costs for every person who has incurred the given kind of costs.

#### What are our rights in relation to damages

If your stolen vehicle or its parts are found, you must:

- notify us thereof without delay and follow our instructions
- use your right to have the vehicle returned or authorize us to act on your behalf with relevant authorities for the purpose of having the vehicle returned (this also applies to stolen parts of the vehicle)
- return the indemnity in the amount corresponding to the value of the found vehicle or its parts, if required by us, or authorize us to sell it

Usable remains of the vehicle remain to their owner.

#### ADDITIONAL OBLIGATIONS RELATED TO THE CLAIMS PROCEDURE

This chapter summarizes the information regarding your obligations related to the insured event, as well as corresponding penalties in case you fail to comply with them.

#### Use of the insurer's contractual repair shops

If you have agreed to this in your insurance policy, you must to use repair services of our contractual repair shops to eliminate the consequences of an insured event that occurred in the Czech Republic and it is not a total loss.

For the latest list of contractual repair shops from both networks, please visit

our website [www.allianz.cz/kontaktujte-nas/servisy/](http://www.allianz.cz/kontaktujte-nas/servisy/) or call +420 241 170 000 for the necessary information.

#### Reduction of the indemnity

If you have incorrectly or incompletely answered our questions when entering into or changing the contract, and as a result, we have set lower premiums, we can reduce the indemnity in case of damage to the vehicle. We will make deductions in the same proportion as that between the calculated premium and the premium we would have set based on truthfully answered queries. We can follow the same procedure if you fail to notify us during the insurance period about an increment in the insured risk (e.g. vehicle used for other than standard purposes) and an insured event on the vehicle occurred after that change in insured risk.

If you breach the contractual obligations and it has a significant impact on the occurrence of the insured event, its progress or on increasing the extent or amount of indemnity, we can adequately reduce the indemnity.

We can also reduce the indemnity by up to 50% if the vehicle was stolen or could have been stolen by using keys or driver controls from the vehicle that the offender obtained in a way other than theft, robbery or burglary.

# 2.5 FURTHER IMPORTANT INFORMATION

In this section you can find information about the premium, what affects its amount or, e.g., when it is payable. You will also find out when insurance originates and why it lapses.

## PAYMENT OF PREMIUMS

What the indemnity is and how we determine it

The premium is the price for the negotiated insurance, and includes our estimated insurance costs, administrative costs and profit. Insurance premiums are calculated based on actuarial methods using our own statistical data for the annual insurance period.

The premium is affected, among others, by:

- whether or not you had damage on your policies up to now (according to

- the database of the Czech Insurers' Bureau)
- any further damage during the course of the insurance
- type, age, weight, power, value, vehicle use, engine capacity
- your age
- your permanent residence or registered office of your company
- how many kilometres per year you drive (only for cars up to 3.5 t)
- negotiated other types of insurance with our insurance company

### What happens with the premium during insurance cancelation

Upon terminating the insurance, we will refund unused premiums from the date of termination to the end of the paid period. The exception is if you enter into a fixed term contract, in which case we cannot return your insurance premium.

### When is the premium payable

The first premium must be paid the day the insurance starts. If you have a contract for an indefinite period, the subsequent payments of premiums are

payable according to the agreed frequency of payments.

### When we consider premium as paid

As the moment of the payment, we consider:

- crediting the amount to our account
- receiving a confirmation from the payment gateway when paying by card
- the day we confirmed the receipt of cash

If the premium has not been paid in time or at an agreed rate, we have the right to charge the fees published on [www.allianz.cz](http://www.allianz.cz) for our expenses with reminder and the statutory interest on late payments.

### What about overpaid amount

If you do not request a refund of overpaid premium, we can use it as a premium subscription for the following period.

### When we may increase the premium

We may one-sidedly increase the premiums in the following cases:

- for reasons defined by law
- when due to a change in law or court practice our costs increase (for example payment of indemnity, taxes and mandatory contributions)
- damage, which we indemnified, occurred on your policy in the previous period

We will give you a notice not later than 2 months before the change is effective. If you disagree with the increase, we need you to notify us within one month from the day you learned about the new premium. In that case, the insurance expires with the expiration of the current insurance period.

### Surcharge for using the vehicle in special ways

We can apply a surcharge to premiums for the entire period when you used the vehicle for one of the following purposes and it was not stated in the contract:

- taxi or shared transport (e.g., Uber) – 100 % surcharge
- renting (e.g., car rental, car sharing) – 150 % surcharge
- transport of dangerous goods (ADR) – 100 % surcharge
- commercial delivery of goods to final consumer – 100 % surcharge

## THE INSURANCE CAN BE NEGOTIATED FOR AN INDEFINITE OR DEFINITE PERIOD (1 TO 12 MONTHS)

## DURATION AND VALIDITY OF POLICY

### For how long you can be insured

The insurance can be negotiated for an indefinite or definite period (1 to 12 months).

### How and when insurance arises

The insurance arises:

- at the moment of contract conclusion, i.e., immediately after being signed by both parties, or
- at the moment we send the contract proposal to your e-mail address. In this case, the condition is that you have to pay the first premium to our account in the amount and within the time limit specified in this proposal

The insurance may also arise later if it is stated so in the insurance contract or proposal.

### When and how the insurance terminates

Unless otherwise agreed, the termination of any of the contracted insurance terminates the entire insurance contract.

We and you (as the policyholder) may be terminated by us or by you:

- with an eight-day notice period within two months from the date of entering into the insurance contract. The notice period begins on the day following the delivery of the notice to the other party

- with a monthly notice period within three months of the notification of the occurrence of an insured event. The notice period begins on the day following the delivery of the notice to the other party
- at the end of the insurance period. In this case, the notice must be delivered to the other party no later than six weeks in advance. If the termination comes later, the insurance expires at the end of the next insurance period

We may terminate the insurance with an eight-day notice period if we prove that we would have concluded the contract if we had known about the existence of increased insurance risk (for example, a vehicle with special equipment – e.g., ambulance car or radio car). The notice period begins on the day following the delivery of the notice.

We may also terminate the insurance without notice if you do not notify us of an increase in insurance risk (for example if you start renting your car).

The insurance terminates:

- when the vehicle is taken by theft, robbery, fraud, embezzlement or any other unauthorized manner. If the time cannot be determined, insurance terminates by the moment of reporting the event to the police

- the date of termination of the vehicle, if the vehicle is not subject to registration
- the date of registering the termination of the vehicle in the register of road vehicles, if it is subject to registration
- the date of expiry of the export license plate
- the day on which you (as the policyholder), your heir, legal successor or owner of the vehicle notified us of the change of the vehicle owner (except as described below, “The insurance does not expire”). For vehicles registered in the Czech Republic, we require a proof of this change by providing a copy of the vehicle’s technical license
- expiration of the period for which the insurance was concluded
- the day following the expiry of the deadline set by us in the notice of payment to pay the premium
- according to the Civil Code also by the loss of insurance interest or insurance risk

The insurance does not expire:

- on a temporary exclusion of the vehicle from the vehicle register
- by a notification of the change of the vehicle owner if the new owner of the vehicle are you (as the policyholder), your parents or children and the new owner is interested in continuing in the insurance

## CHANGES AFFECTING THE CONTRACT

Changes in your contract may be made by agreement between you (as a policyholder) and us. For the conclusion of such an agreement, the same rules apply as for the conclusion of the insurance contract. The moment of effectiveness of the contract change is set out in its amendment.



## ADDITIONAL INFORMATION

### Delivery

#### What the form of the documents related to the insurance must have

The document may have not only have physical (or “paper”) but also another form (for example, electronic), which results from momentarily available technically options.

If a written form is required for a document, the signature may be replaced by printed or mechanical means (such as a printed signature) where it is customary (e.g. mail, electronic means of communication).

As we place great emphasis on the security and protection of your interests, we may, in specific cases, request you to send an instrument with your own handwritten or officially authenticated signature.

#### How we can deliver documents to each other and when we consider them to be delivered

In the case of delivery through our website, we regard the document delivered at the moment of delivery (if you send it to us).

In the case of delivery via our official web or mobile app, if the app allows it and if you have this service agreed and activated, we consider the document to be delivered:

- the moment it is stored and ready to be picked up (if the document is sent

to you); we will notify you, for example, by e-mail or SMS

- the moment of sending and recording the document in the app (if you send the document to us)

In the case of delivering the document electronically to a contact e-mail address, we consider the document delivered:

- at the moment of sending the document location information (for example, in an e-mail attachment or on our web portal) to the mailbox, except when it is proven not to have been delivered, for example due to technical issues (if we send it to you)
- the moment of delivery to the mailbox (if you are sending it to us)

In case of delivery by mail to the contact mailing address (in our case it will always be our registered office), we consider the document to be delivered on the day of receipt, or in case of sending it to our own hands or on delivery note, on:

- the day of takeover
- the date of refusal to takeover
- the day of deposit at the post office (even if the addressee did not know about it)
- the date on which the consignment is returned as undeliverable for any reason, except when the addressee was in the hospital or had another serious reason why they could not take over the consignment (then we

will not assume the document as delivered)

In the case of delivery by personal handover, we regard the document as delivered by the takeover.

In order to deliver your documents safely and in a timely manner, we always need to know your current contact mail and e-mail address, at which you can take over the documents. When there is a change, do not forget to inform us right away. Please make sure that you have regular access to the mailbox (mail or e-mail), and that it is sufficiently secured against third-party misuse and access. The same applies not only to other insurance parties we may need to communicate with, but of course also to us. If other delivery methods appear in the future, we will be happy to offer them to you. Since we cannot know their details now, we will jointly confirm them in a way that will be common in the future.

#### What happens if we do not have the correct contact address

If you give us an incorrect contact address or if there is a change and you do not notify us of a new contact address, we will consider it a conscious breaking of the delivery. We will treat the document as delivered (even if you have not been able to get acquainted

with it) with all the consequences that such delivery may have. The same applies to other insurance parties with whom we may need to communicate.

#### Under what conditions it is possible to use our web or mobile application for delivery of documents

The security of your data is very important to us. To use our official web or mobile application for delivering documents, you must log in properly, including validation, for example, using an authorization SMS code or other means to guarantee that it is actually you who is using the application. We consider all activities performed through these applications to be the actions of a registered person that meet the requirements of a written form. The document storage space in these applications also meets the conditions of a permanent data carrier. We keep adding new features to our applications, and constantly improve what they already can do, in order to provide better service to you. The specific list of activities that can be performed through them changes over time. You can simply within their current technical limits. However, always follow the terms of use and instructions given in a given application.

# 2.6 INSURANCE DECODED

In this section we would be happy to unveil the insurance terminology and provide easy-to-understand definitions related to insurance.

## AUTHORIZED USER OF THE VEHICLE

A person who, as the owner, uses the insured vehicle with the consent of the owner or the authorized person.

## COLLISION

Sudden effect of external mechanical forces on an insured vehicle (hit, collision and fall) or of chemical substances on the outside varnished parts of the vehicle.

## COMMON HOUSEHOLD

A common household consists of individuals who live together and share the costs of their needs.

## DAMAGE

Damage to property that can be expressed in money.

## DISABILITY

The situation in which the insured person has decreased his / her working capacity due to long-term adverse health condition more than 35% and this work capacity is a result of a disability permanently affected. We determine a disability and the date of its establishment (at the earliest after reaching the age of 15 of the insured person) on the basis of a state authorities' decision on granting a disability status. If this decision is not available, we may determine the disability and the date of its establishment ourselves in accordance with the rules and procedures set out in the legislation used for disability establishment by the authorities.

## EXPLOSION

Sudden destructive manifestation of a pressure force consisting of gas or vapour expansion. Explosion for the purposes of this insurance does not consider a reaction in the engine combustion chamber or an aerodynamic bang.

## FIRE

Any type of fire. We do not consider as fire the effects of utility fire or radiant heat, smouldering with limited access of air and combustion products.

## STORM: AIR FLOW AT A SPEED HIGHER THAN 75 KM/H

## FLOOD

A temporary significant increase in the level of a watercourse or water reservoir, causing flooding of the area by water, which has leaked out of them, or whose banks or dams has broken.

## FLOODING

Flooding of a certain area with water resulting in a creation of a water surface.

## HARM

Harm is a loss of any value protected by law. Harms are divided to property harm, which can be expressed in money (so called damages) and non-property harm, which cannot be quantified financially, cannot be measured or weighted (that means on health, dignity, emotional relationship to a thing, etc.).

### INJURY

By injury we mean unexpected and sudden action of:

- external forces
- own forces independently on the will of the insured person
- external temperature
- toxic substances
- electrical power

which cause damage to health or death of the insured person.

### INSURANCE YEAR

Regularly recurring period of one year, which begins with the beginning of the insurance.

### INSURED EVENT

The incidental fact for which we provide the insurance benefit in accordance with this insurance guide. For one insured event, we also consider more events, if at the same time:

- there is a causal link between them
- the individual events and their consequences are immediately connected to each other in time and action
- successive consequences could not have been avoided

### INSURED INTEREST

The legitimate need to protect against the consequences of an insured event.

### INSURED PERSON

In the case of MTPL insurance, is the one whose liability to compensate for damage is covered by the insurance. For other insurance coverages, this is the person whose property, health or other harm is covered by the insurance policy.

### INSURANCE PARTICIPANT

We, the policyholder, the insured person, and any other person who derives the right or obligation from the insurance (e.g., vehicle owner, vehicle operator).

### LIMIT OF THE INDEMNITY

The upper limit of the indemnity in case of a claim from an insurance assistance and MTPL coverage.

### LOSS EVENT

An event when some harm occurred.



### MAINTENANCE

E.g., bulb replacement, washing and cleaning of the vehicle.

M

### POLICYHOLDER

The one who concluded the insurance contract with us. **SUM INSURED**  
Maximum amount of the insurance benefit in case of a claim, if it is not agreed differently in the insurance contract (besides the assistance insurance and MTPL).

P

### A SOIL, ROCK OR EARTH COLLAPSE

Random motion of this matter caused only by earth gravity.

S

### STORM

Air flow at a speed higher than 75 km/h.

### THEFT OF THE VEHICLE

Theft of the vehicle or its parts, burglary into a vehicle, unauthorized use of a vehicle or robbery. Theft is not unauthorized taking over of a vehicle or its parts by fraud or embezzlement.

T

### TOTAL LOSS

Damage caused by vehicle theft or damage to the vehicle, where the sum of all costs event exceeds 80% of the usual vehicle price in the moment just before the claim. The cost of repairs is calculated according to the repair technology specified by the vehicle manufacturer.

### TRAFFIC ACCIDENT

An event associated with the movement of vehicles on the road, e.g., a crash or collision, which became or began on the road, and which caused death or injury to persons or damage to property.

### USUAL PRICE

The price of a vehicle or other tangible asset for which a comparable vehicle or thing could be purchased on the market in the Czech Republic at the same quality and degree of impairment on the valuation date.

U

### VEHICLE EQUIPMENT

Items intended to:

- ensure the operation and routine maintenance of the vehicle
- ensure the safe transport of persons and cargo
- increase driving comfort

V

For example, a spare wheel, tools, alert triangle, child car seats, means for fixing of cargo, first aid kit, air conditioning, assistance systems.

### WORKING MACHINES

Vehicle and its equipment designed to perform certain work activities other than the carriage of persons and cargo.

W





# 3. USEFUL TIPS

**Cautious driving is important for your own safety, your passengers' and other drivers' safety.**

## TIPS REGARDING GENERAL SAFE DRIVING



Don't text and drive. Texting takes away your attention from the road and you put in danger yourself and others.



Observe speed limits and safety clearance, and always pay attention to signposts.



Take a short break every 2 hours when driving long distances.



Prepare the car adequately for ice and snow.



Avoid parking under tall trees or where there is a risk of falling stone, ice or snow.

## TIPS REGARDING THEFTSERVICES



Don't leave the vehicle unattended in dangerous or deserted locations.



Never leave the registration document inside the vehicle.



Always remove the keys from the vehicle, even if parked in a private area.



Do not forget to close the windows and the sunroof.



Always activate anti-theft systems.



Consider using other security devices such as the gear lever lock.

## TIPS REGARDING MAINTENANCE AND SERVICES



It is important to take care of your car – do not miss your service inspection appointments, regularly check tire pressure and oil level in the engine.



# 4. QUESTIONS YOU MIGHT STILL HAVE

We present you some of the most common questions made by our customers.

## CONTRACT TERMS & PREMIUM

### How can I pay premium?

We enable you to pay premium in all common ways – by card in selected sales representatives, bank orders, SIPO, via internet in MojeAllianz and even collection from your bank account.

### What is number of our bank account, where you should pay the premium?

Number for car insurance is 2727/2700 and variable symbol is policy number.

### How to apply for a refund when you paid 2 times by mistake?

Contact our contact centre +420 241 170 000 where we can arrange details with you. We usually pay back to the account the payment came from.

### When letter/e-mail with information, what amount and when do you should pay, will arrive?

We send an annual letters with payment details and green card two months before the anniversary date of contract.

### Where and how you can reassure, that your policy is correctly paid?

The easiest way is by using our portal MojeAllianz on our web site or in our mobile app Allianz CZ, which are available non-stop, or call us on +420 241 170 000.

### What should you do if you need to change the way the premium is paid?

The easiest way is by using our portal MojeAllianz, which is available non-stop, or call us on +420 241 170 000.

## TERRITORIAL SCOPE OF YOUR MTPL

### When you are going abroad, where is your green card valid?

The territorial validity of the green card is marked on its front side. Generally speaking, the states of Europe, the Asian part of Russia and Turkey, Iran, Israel, Morocco and Tunisia. For the territory of Azerbaijan, Cyprus and Serbia, its validity is limited to certain parts of these countries.



## 5. HELP US BE BETTER

We are always aiming to deliver great customer service. If you have any concerns or issues, we will gladly take care of them. You will receive your reply as soon as possible and via the channel you prefer. Please feel free to contact us regarding any questions, requests or comments.

# THANK YOU FOR TRUSTING ALLIANZ.



## **Allianz Contact Center**

Our specialized staff in Contact Center is always at your service to handle any request arising from your contract.

You can contact us between 8:00 and 19:00 during the weekend between 09:00 and 18:00.

Contact number: +420 241 170 000

Web: [www.allianz.cz/napiste](http://www.allianz.cz/napiste)

## **Allianz Assistance Services**

In case you need our assistance after vehicle malfunction or accident, please call directly from the accident site 24 hours a day, 7 days a week.

Contact number: +420 241 170 000

**Valid from December 10, 2018**