



# INSURANCE BENEFITS GUIDE

**ENGLISH VERSION IS NOT  
LEGALLY BINDING.**

**Allianz** 

# WELCOME TO ALLIANZ

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



## Rely on us and build your perfect world.

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

- Pre-contractual information – a clear introduction containing the most important conditions of the insurance
- Insurance conditions –

a precise description of what is, and is not insured, against what and how it works when damages occur including a practical explanation of the terms used.

- Tips for a safer home
- Answers to frequently asked questions

And if you want to know more, here is our mobile app.

# 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	54
2.3 What are your responsibilities – General Obligations	56
2.4 Claim happened – what comes next	62
2.5 Further important information	70
2.6 Insurance decoded	78
<b>3. Useful tips</b>	<b>96</b>
<b>4. Questions you might still have</b>	<b>100</b>
<b>5. Help us be better</b>	<b>102</b>

# 1. INTRODUCTION TO YOUR INSURANCE



IN THIS CHAPTER YOU WILL FIND BRIEF INFORMATION ABOUT MYHOME PRODUCT AND BASIC ADVICE ON WHAT TO DO IF YOU NEED OUR HELP. SPECIFIC TERMS OF INSURANCE INCLUDE THE INSURANCE CONTRACT AND 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 or the insured person and besides you 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 on our website at: <http://www.allianz.cz/vse-o-allianz/o-spolecnosti/>

What to do if you are dissatisfied with something?

In case of complaints you can contact:

- us in writing or by phone using the above 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 disputes 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 income tax (unless it is a performing replacing income or revenue) However, legislation may introduce such an obligation in the future.

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

If you incur damage under any of your insurance policies:

- report to us the occurrence and circumstances of the damage without undue delay by phone at +420 241 170 000 or through our website [www.allianz.cz/napiste](http://www.allianz.cz/napiste)

- call the police if there is a theft, robbery, robbery out of your home or damage through vandalism, if when cycling you damage a vehicle, or if a crime was committed
- if possible, photograph the damaged item, the area and the cause of the damage (e.g. a fallen tree, a broken pipe). Try to take a picture of the damaged object or building as well as the detail of the damage
- find out information (e.g. identification data) about the potential culprit if you know that another person is responsible for the damage

### What is the way 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.

#### Who governs MyHome 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). 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 by phone 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 MYHOME INSURANCE

MyHome insurance is primarily used to assist you in case of damage to your property by any negative effects. You can insure a building or household, including temporarily and permanently inhabited. The difference in the scope of insurance are set out below in the insurance terms. Part of the insurance is also the liability insurance and/or assistance services.

#### BUILDING INSURANCE

Insurance can be arranged under certain circumstances for family houses, privately-owned flats, private garages, huts and cottages. You can also insure secondary constructions (e.g. gazebo, shed, swimming pool). We will only insure a building provided that is not under bad technical conditions.

#### HOUSEHOLD INSURANCE

We will insure a set of items which form the household equipment and are used to run your household (e.g. furniture, electronic devices) or which are used to satisfy personal needs of the insured person and people living with him/her in the same household (e.g. clothing or sports equipment).

#### What insurance can we offer you?

We offer insurance in three packages.

	COMFORT	EXTRA	MAX
FLEXA	✓	✓	✓
NATURAL CATASTROPHES	✓	✓	✓
HOME ASSISTANCE	✓	✓	✓
PRIVATE LIABILITY	✓	✓	✓
INSURED EXPENSES	✓	✓	✓
WATER DAMAGES		✓	✓
GLASS		✓	✓
THEFT			✓
VANDALISM			✓
SHORT CIRCUIT AND OVERVOLTAGE			✓

#### YOU CAN ALSO ADD EARTHQUAKE INSURANCE TO EACH PACKAGE

What do we do for you in individual insurances?

### FLEXA

We cover damages caused by fire, explosion, lightning strike, the fall of an aircraft, object fall on the insured property, the impact of the vehicle on the insured property, landslide, shockwave.

### NATURAL CATASTROPHES

We cover damages caused by storm, hail, flood, atmospheric precipitation, weight and snow pressure.

### WATER DAMAGES

We cover damages caused by water from a water supply system (e.g. cracked pipes), water leakage from a drainage pipe, malfunction of a fire sprinkler, freezing on the water system, loss of water, aquarium water.

### GLASS

We cover damages caused by broken glass.

### THEFT

We cover damages caused by theft, robbery, robbery out of your home, simple theft (i.e. without overcoming obstacles) of building materials, simple theft of a baby stroller or a wheelchair.

### VANDALISM

We cover damages caused by vandalism, damage to fencing by wildlife animals, internal insulation damage by rodents or mustelids, damage to the facade by animals or insects.

### SHORT CIRCUIT AND OVERVOLTAGE

We cover damages caused by overvoltage, undervoltage, short circuit, failure of a cooling device or its failure due to power failure.

### PRIVATE LIABILITY

We cover injuries, which you inadvertently cause to someone else, and you must compensate by law.

We cover for you:

- damage caused by damage or destruction of items
- harm arising from the infliction of bodily or deadly injury
- consequential damage (i.e. further damage to property resulting from the above, e.g. loss of earnings and lost profits)

Damage and injury must result from or be caused by:

- ordinary everyday activities or small DIY construction projects in the insured building or flat
- household management
- recreational sports
- livestock
- the use of small vessels

- the ownership of the insured buildings or the insured household

### ASSISTANCE

we will assist you in case:

- of emergency (emergency state e.g. water running out of the pipeline) and getting locked out of the house
- of sudden occurrence of rodents or vermin (deratization and disinsection)
- a domestic electrical appliance fails, such as television or washing machine and other selected kitchen appliances
- legal advice on solving problems related to common life and the use of real estate at the place of insurance

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

The contract or the terms of insurance determine the maximum possible limit for each coverage expressed as a sum insured or as a specific limit of indemnity. The sum insured is determined to correspond to the value of the insured item. The limit of indemnity is set by a fixed amount or a percentage of the sum insured throughout the insurance period.

Where is the insurance valid?

The insurance covers claims that occurred at the place of insurance specified in the insurance contract. Liability insurance applies across the Czech Republic and in Europe, but the condition is that the planned length of stay does not exceed 3 months.

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.

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 ownership of the insured building is registered in the real estate register
- by extinction of the insured object (e.g. total destruction of the insured building by fire)
- if you fail to pay the premium, in which case we will send you

**LIABILITY  
INSURANCE  
APPLIES ALSO  
IN EUROPE FOR  
STAYS UP TO MAX.  
3 MONTHS.**

a reminder with a payment deadline and if you do not pay within this period, the insurance will expire

### How can you terminate the insurance?

You can terminate the insurance for example:

- by providing a termination 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 begins on the day following the delivery of the 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
- by agreement with us
- by withdrawal from the insurance contract under the Civil Code

### Does the insurance cover everything?

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

would like to remind you in particular that your insurance covers only incidental events.

We will not settle any claims especially:

- when the cause is different from those foreseen in your insurance contract
- when the claim occurred before the beginning of insurance
- in the event of gross negligence or deliberate act by you or members of your household
- in the event of an act under the influence of alcohol or other addictive substances
- when the claim was caused by animals (unless we have agreed otherwise), fungi, moulds or diseases

From the building and household insurance, we will not compensate especially:

- damages to certain items, e.g. means of transport or objects of intellectual property (copyright etc.)
- damages to items that are not property of insured persons (except of foreign matters used by the insured person, which are of the same nature as household items)

- damages which took long to develop and which you may have prevented

### Deferred effectiveness of insurance

Furthermore, we must note that the insurance does not apply to damages caused by the insurance risk of floods and snowfall, if the damage occurred within 10 days (inclusive) from the beginning of the insurance.

From the liability insurance, we will not compensate especially:

- claims which are not directly connected with damages to property or harm to health, i.e. pure financial claims (e.g. lost profit, loss of earnings)
- claims which occurred in relation to entrepreneurship
- claims caused to persons close to you
- claims that you have not caused or you are not responsible for
- claim to things (e.g. telephone, camera), which you have borrowed, rented or used in an unauthorized manner

Assistance services do not cover e.g.:

- preventive interventions, statutory revisions or inspections

Legal advice do not cover e.g.:

- disputes and claims arising under one insurance contract between you and the persons living with you in a common household
- disputes arising out of or related to your business or other gainful activity
- disputes of co-owners of movable and immovable property

It is important to know thoroughly what exactly is insured (e.g. what your building insurance includes and does not include) and against what risks the insured item is protected (e.g. what we mean by inundation and flood, what burglary means).

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

### 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 by the agreed upper limit of performance, 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 is agreed in the contract (therefore the amount, which you have to pay in case of damage), it is subtracted from the resulting indemnity. If the insured amount is lower than the value of the insured property (underinsurance) we can reduce the amount paid to you proportionately. We deduct the amount you paid from the price at which you can get the item back, but in some cases we also take into account wear and tear (e.g. for buildings with wear and tear over 70 % or for material insurance).

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

You can pay e.g. by transferring money from your account, via SIPO / direct debit or with a payment card at our selected branches.

### What additional costs can be beyond your insurance premiums?

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 reminders and other charges of an administrative or sanctioning nature can be found in the current Tariff of charges at: <https://www.allianz.cz/pro-klienty/dokumenty-a-formulare/>

### What are your insurance obligations?

When arranging the insurance you must:

- always provide true and complete information

During the insurance period, you must:

- pay on time and in full the amount we have agreed upon
- inform us as soon as possible of any change to the information contained in the contract

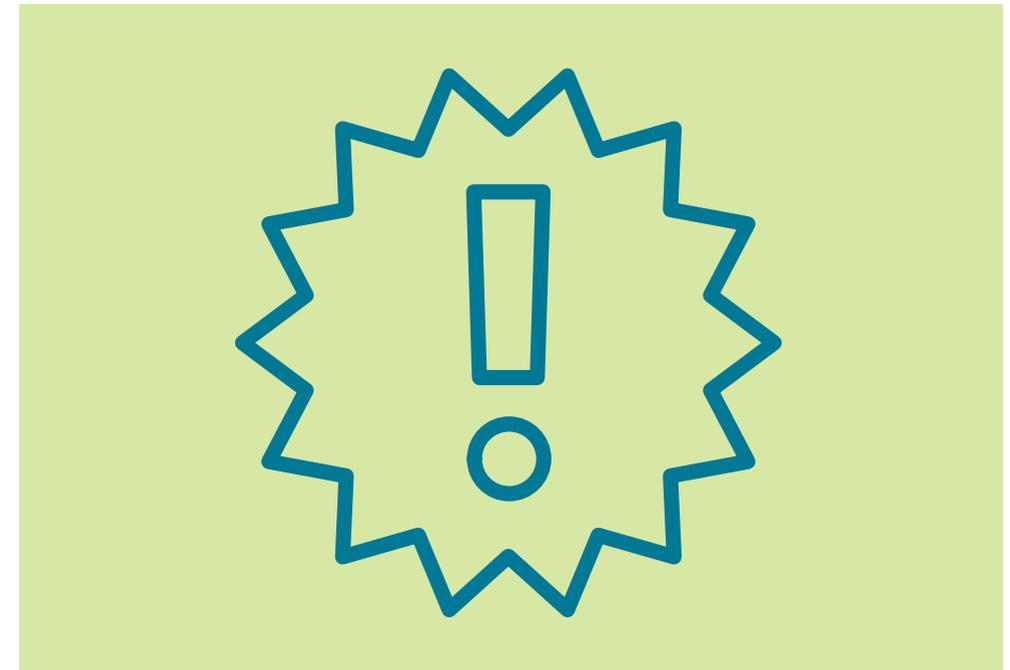
In case of damage, you must:

- take the necessary measures to prevent further damage
- without undue delay notify us of the occurrence of the damage and truthfully describe the circumstances of its occurrence
- describe the extent of the damage and obtain the required documentation
- follow our instructions (for example, not to alter the condition of the damaged items; the consequences of the damage can only be removed with our consent if for serious reasons you do not have to start the works earlier)

- inform us if you have the damaged property or liability insured by any other insurance company

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

In the event that you, the insured or other person entitled to claim benefits violate their contractual or legal obligations, we may reduce or reject the indemnity, or we will be entitled to a refund of the indemnity paid. A breach of duty may also be a reason for early termination of insurance.



## INFORMATION ABOUT THE PROCESSING OF PERSONAL DATA FOR YOU AS THE POLICYHOLDER/INSURED PERSONS

### 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, 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 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.

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 contract. Your consent is valid for the period specified in your consent until it is withdrawn.

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

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.

**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 the customer, data concerning the building and household 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, as well as public authorities such as the Public Prosecutor’s Office, courts, tax administration, the Czech National Bank, etc. Personal data can also be accessed by other persons listed in the insurance contract - especially the insured persons entitled to receive the indemnity in case of a claim an insured event.

### 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 the 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 the contractual relationship 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 by us for the duration of the limitation and 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 (right of access)
- we correct or complete personal data concerning you upon your request
- we delete personal data concerning you 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 personal data concerning you (e.g. 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? (e.g. 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 may also use the designated forms, which can be found on our website (see chapter Where do you find more information about the processing of personal data). In addition, you can also withdraw your consent with indirect marketing through the link provided in each of the electronically submitted marketing offers.

We will also notify you of any breaches 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, data box: qkbaa2n.

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

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

Processing of data that takes place automatically based of algorithms (it is done by computers rather than humans) and its result is a decision that is important, such as for setting the price of insurance.

#### **PROFILING**

Then means automated data processing, e.g. to find what products and services we should offer you. 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.

#### **HOW WE WORK WITH DATA CONCERNING YOU AS A POLICYHOLDER**

Based on automated processing, including profiling (e.g. based on your age, gender or type of insurance that you have negotiated or based on your activity at our website), we provide only such marketing offers that are of interest to you. That means we will not offer you anything that you do not need. In addition, it is important for you

to know that the amount of premium you will be required to pay depends on a decision made through an automated individual decision-making process, which processes personal data concerning the insured person.

#### **HOW WE WORK WITH DATA OF THE INSURED PERSON**

Based on information about the building and household (especially location, type of construction and level of execution, property condition and age, security, quality of equipment), the system evaluates the risk and then calculates the price of the selected insurance. Based on some of this information, we may limit the scope of the insurance for the building (e.g. we might not be able to insure it against some risks). Premiums are higher for more expensive buildings or for those in a worse technical condition.

In addition, there is an automated individual decision-making process using personal data to create mathematical analyzes that have no effect on this insurance contract. At the same time, partially automated individual decision making is also used to prevent insurance fraud and to monitor whether money laundering occurs.

**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, business partners, 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

**THIS INSURANCE PROVIDES PROTECTION FOR YOUR PROPERTY (BUILDING, HOUSEHOLD) AND WILL ASSIST WITH DAMAGES CAUSED BY YOU TO OTHERS (LIABILITY).**

The terms of insurance are an integral part of the insurance contract, including any supplements and clauses. Part of the **insurance contract** may also be our **written inquiries** regarding your insurance policy and your answers to them.

In addition to the insurance contract, we comply with the rules set out in Act No. 89/2012 Coll., the civil code (we will also call it the CC) and in the related legal regulations.

You and all the insured persons need to get to know all of these documents.

When the same thing is described in several documents and in each of them is stated something different, it takes precedence in the order: insurance contract, insurance conditions and laws.

This, of course, does not apply to those provisions of legislation from which it is not possible to deviate. They must always be valid and take precedence over the insurance contract.

If the documents are not modified, we will follow **the rules in the legislation** (such as the civil code, please see the rules, in order to see how we handle insured events to proceed when changing insurance risk).

Insurance under the insurance contract we have jointly concluded is 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 information with respect to each offered types of insurance. Please note that your policy covers only the risks included in the package selected by you, as specified in your policy.

## OBJECTS OF INSURANCE

### Building

We insure you the following buildings (including their building components and outdoor connections) or objects:

- permanently or temporarily inhabited family houses, cottages, huts
- permanently or temporarily inhabited apartments in personal ownership
- garages in personal ownership
- secondary constructions
- construction material
- building mechanisms and tools;
- mobile fire extinguishers and hydrant cabinets
- photovoltaic power plants; **authorized person, i.e. the person who receives the insurance benefit from us may be other than the**

insured person; of course, the condition remains that must be the owner or operator of the photovoltaic power plant

- awnings, company shields and billboards owned by the insured person

### The insurance does not apply to:

- structural components of the building purchased by the lessee at their own expense
- foil fillers
- damage to objects of artistic or historical value, which are building components (statues, frescoes, etc.)
- damage caused by the loss of artistic or historical value of the insured property
- building mechanisms and tools that are designed to build, maintain or reconstruct the insured property if they are stored in the open air at the

- place of insurance and are not properly secured (the definition of „properly“ can be found in the section table of coverages – Theft)
- overground pools, portable pumps and sailing roofing of swimming pools
- secondary structures in poor technical condition
- building materials, building mechanisms and tools stored in a privately owned insured garage.

### Household

We insure you a set of objects, which forms equipment of permanently or temporarily occupied households and serves its operations or satisfy personal needs of the insured person and people living with him/her in a common household (i.e. the insured persons). The subject matter of the insurance is the property owned by the insured person as well as foreign items taken for use, which are of the same nature as the items forming the household equipment.

### The insurance covers, among other things:

- electronic and optical instruments for the purpose of pursuing a profession or gainful activity
- building components adjacent to the interior of the apartment or the adjacent space, solely if you have purchased them at your own expense. These include e.g. paintings, floor coverings, built in wardrobes

- animals
- items brought by a visit

### The insurance does not apply to:

- items of sub-tenants
- items taken into custody or to provide services
- individually created records stored on information carriers
- copyright and other intangible rights, copyright and other rights to intangible assets
- loss of value of a thing of special interest (e.g. values that take into account your personal relationship with the item)
- items for business purposes other than electronic and optical devices
- any vehicles subject to registration in the vehicle register (e.g. not related to bicycles, electro bikes, manual scooters, electro manual scooters, Segway type vehicles, wheelchairs)
- aircraft and flying gear including parts thereof (does not concern drones and sports equipment for parachuting and paragliding)
- other than small vessels, including their parts (does not include marine engines)
- assets that have been deferred in the means of transport unless otherwise stated in the insurance contract
- money, valuables, deposits, and things brought by a visit in the case of a temporarily occupied household insurance.

## WHAT MORE CAN BE INSURED

### Items in garden and plants

If you insure a permanently occupied household, we will offer you as well the insurance of the items in the garden, which covers:

- garden furniture
- grills
- playground equipment and trampolines
- robotic mowers with built in alarms and lock with PIN code (at the time of the damage of theft the alarm and lock must be active)

In addition to damages, which are insured by default in your insurance contract, we cover also damages caused by thefts of this items by simple theft (i.e. without overcoming any type of security). On the contrary, we do not cover damages caused by the weight of snow, atmospheric rainfall and damage caused by overvoltages, undercuts and short circuits of mowers and electric grills.

If you insured a permanently occupied building, we will also offer you the insurance of plants.

We will provide the insurance benefit when the crop is damaged by more than 1/3. We will pay no more than the value of the destroyed plants in height, which is normally intended for planting. The insurance does not apply to fruits of the insured crops.

### Assets in vehicle, in accommodation and left on dedicated place

If you insure a permanently occupied household and choose this supplementary insurance, you will have insured:

- **Items in the vehicle** – it is meant the following objects, that must be the subject of home insurance and must be located in the cabin, the interior luggage compartment of the car or in the space of the roof or back box mounted on the vehicle.
  - personal belongings
  - roof and rear racks and roof boxes
  - sports equipment
  - baby stroller used for its intended purpose
  - medical supplies to which the insured person is dependent
  - electronic and optical devices

In addition to the above-mentioned items inside the vehicle and inside the roof or rear box, you have insured also the roof and rear racks and boxes themselves.

- **Items in accommodation facilities** (i.e. hotels and boarding houses) that must be the subject of home insurance
- **Items that have been deferred to a designated place**, therefore items that are subject of home insurance and which you have placed outside your home in a designated location

(e.g. in the waiting room at the doctor, in a theatre). For the purposes of this insurance we also consider as an item deferred to a designated place a bicycle, non motor scooter, electric bicycle, electric non motor scooter fixed to the rear or roof carrier of a vehicle up to 3.5t. If items are located in places that cannot be secured (e.g. a hanger in a restaurant) we will also cover the damage caused by theft of these items by simple theft (i.e. without overcoming any security)



## GENERAL PRODUCT SPECIFICATIONS

### Scope and territorial extension of coverage

The insurance covers insured events where the damage and its cause occurred in the territory of the Czech Republic. For liability insurance, its territorial validity is extended to Europe. The condition is that the planned duration of the stay does not exceed 3 months.

Legal advice insurance covers claims, which have occurred in the area of the Czech Republic, which are governed by Czech law and which are discussed by the competent authorities of the Czech Republic.

### Place of insurance

#### Building

The place of insurance is the parcel (land) on which the insured item is located, as well as the buildings (or constructions) on this parcel. For the insurance of a family house, cottages and huts, all adjoining parcels that are fenced together are the place of insurance.

#### Household

The place of insurance is:

- permanently occupied apartment (including an apartment in a family house, cottage or hut) stated in the

insurance contract (hereinafter referred to as the apartment)

- secondary premises of the insured apartment, if they are located in the building in which the insured apartment or on land belonging to it and if they are individually lockable or positioned at a height of min. 3 m above the level of accessible terrain (e.g. satellite antenna); as well as garages in personal ownership, which are located at other place than insured apartment, but which are not far from it more than 500 m (it is so called secondary premise in this case as well)
- garages in personal ownership, which are individually standing, lockable and are listed in the insurance contract
- personal vehicle up to a total weight of 3,5 t, if you have a supplementary car insurance of items within the vehicle (only the cabin, luggage compartment and the roof box on the vehicle)
- fenced plot (garden, courtyard) adjacent to the building where the insured apartment is located, and which is accessible only to the insured persons, if you have arranged a supplementary insurance of items in the garden
- the common parts of the house, for simple theft of baby strollers and wheelchairs
- in case of a robbery out of your home, the insurance applies also to the insured property, that the insured person is wearing or carrying

### We do not consider the place of insurance:

- premises used exclusively for business or professional purposes
- courtyard and garden if you did not arrange the supplementary insurance items in the garden

At the time of migration, the place of insurance will be both your addresses of permanently occupied household, namely not later than 60 days after the commencement of the migration, if you provide us your new address in advance and the start date of the move.

We will resolve the terms and conditions of the insurance after termination of the transfer on the basis of your request in the form of an agreement to change the insurance contract.

### Assistance services

Are provided only at the place of insurance specified in the insurance policy (solely within the Czech Republic).

## SUM INSURED AND DEDUCTIBLES

### What amount is suitable to insure the property

The insurance amount must correspond to the value of the insured property. You are responsible for determining and maintaining the correct amount for the duration of the insurance.

Express the value of insured property always in new prices (see definitions), except:

- insurance of buildings with wear higher than 70 % (use here actual price of the building – so called time price)
- insurance of apartments (use here the market price)

### Valuation of securities

The insurance value of securities admitted to trading in the public market is their exchange rate published on the exchange rate sheet on the date of the insured event. The insurance value of other securities is their market price. The value of the available documents (savings books etc.) is the value of their assets at the date of the insured event.

### How is it with deductibles

The deductible will be required from you in the amount agreed in the insurance contract.

An exception is the damage caused by floods, in this case will always be applied a deductible of CZK 15 000 in the case of building insurance and CZK 5 000 in the case of household insurance.

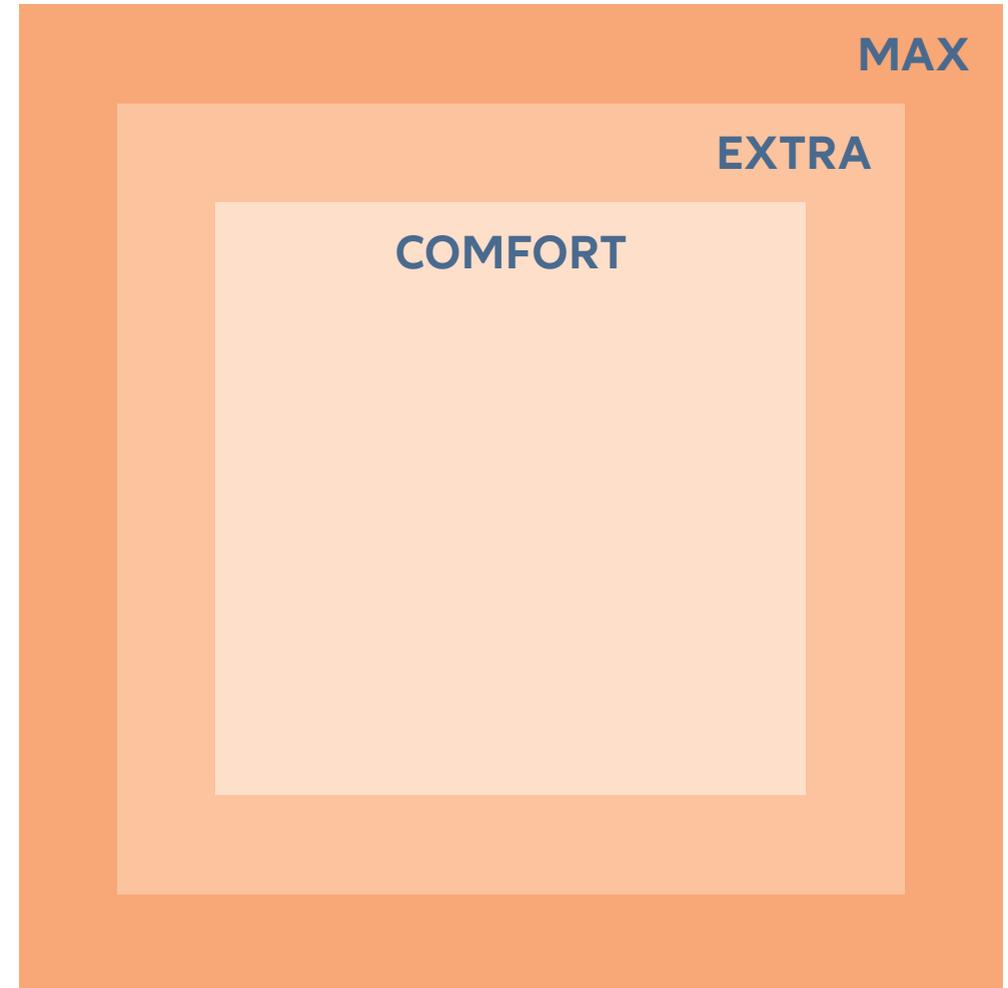
# PACKAGES OVERVIEW

The insurance can be arranged in three variants:

- Package Comfort – basic package for those, who do not want to spend much in their insurance
- Package Extra – the package is suitable if you want to have your property better insured against random events, which are not caused by humans
- Package Max – wide protection of your property and liability, including the insurance against theft and short circuit electrodes

Moreover you can insure earthquake to any package.

**WE OFFER  
THREE PACKAGES  
OF PROPERTY  
INSURANCE.**



# TABLE OF COVERAGES

PROVIDED COVERAGES	COMFORT	EXTRA	MAX	COVERAGE DEFINITIONS
<b>FLEXA</b>	✓	✓	✓	We will help you with damages caused by fire, explosion, lightning strikes, fall of airplane, fallen objects to the insured property, hit of a vehicle, sudden landslide or shock wave.
<b>NATURAL CATASTROPHES</b>	✓	✓	✓	We will help you with damages caused by storm, hail, flooding, atmospheric rainfall, and by heaviness and pressure of snow.
<b>HOME ASSISTANCE</b>	✓	✓	✓	We will provide you assistance in case of emergency and key splashing, sudden rodents or insects, if a household electrical appliance fails and we will provide you legal advice.
<b>PRIVATE LIABILITY</b>	✓	✓	✓	We will cover damages resulting from ordinary civil activities, incl. self help implementation of small construction works on an object insured by this contract, from household management, recreational sports, breeding animals, use of small vessels, ownership of the building – if the client is the owner of the insured object or we cover damages to rented building – if the client is the tenant of the object where his insured household is located. We will also cover the so called regressions of the health insurance company (costs incurred for treatment) or the sickness insurance benefits provided.
<b>INSURED EXPENSES</b>	✓	✓	✓	We will cover the costs (incurred in connection with the insured event) for drying or cleaning of the insured building as well as the cost of replacement accommodation. <b>H</b> We will cover the replacement of the lock of the entrance door, blocking payment card withdrawal, storage of items after a damage.
<b>WATER DAMAGES</b>		✓	✓	We will help you with damages caused by water from the water system, water leakage from the drainage pipe, by frost on the water system, by an error of the sprinkler fire extinguisher, <b>B</b> by water loss, <b>H</b> by aquarium water.
<b>GLASS</b>		✓	✓	We will help you with damages caused by broken glass from an uninsured cause.
<b>THEFT</b>			✓	We will help you with damages caused by burglary, robbery, <b>B</b> simple theft of building material, <b>H</b> robbery outside of your home, simple theft of baby stroller or wheelchair. We will also cover the cost of intervention of the security agency.
<b>VANDALISM</b>			✓	We will help you with damages caused by vandalism, <b>B</b> damage of the fence by wild animals, damage of the internal insulation by destructive activities of rodents or kneeling beasts or damage of the facade by destructive activities of animals or insects.
<b>SHORT CIRCUIT AND OVER VOLTAGE</b>			✓	We will help you in case of damage caused by overvoltage, undervoltage, short circuit, <b>H</b> failure of a cooling device.

## EARTHQUAKE (OPTIONAL FOR ALL PACKAGES)

**H** Household insurance; **B** Building insurance  
 For a comprehensive description of each coverage, please read the following section

### FLEXA

#### What is covered?

We will assist you with damages caused to your insured property by:

- fire and smoke, accompanying fire manifestations, such as heat and ash, further effects of extinguishing media or by tearing down building components in case of suppression of a fire or when removing its consequences.
- explosion
- lightning stroke, which leaves visible evidence on the insured property
- aircraft fall
- fall of trees, mast and other objects, which are outside the building before they fall
- impact of vehicles
- shockwave
- sudden landslide of rocks and soil collapse or landslides

#### What is not covered?

In case of **fire, explosion and lightning strikes**, we do not cover damages caused by:

- exposure of items to utility fire or heat
- scorching not caused by fire, explosion or lightning stroke (e.g. scorching caused by tanning varnish in the renovation of windows)
- on an electronic device, which was caused by short-circuit, undervoltage

- overvoltage, if it was not caused by a fire, explosion or lightning stroke
- targeted explosion during blasting works
- explosion in equipment, which uses explosion in its usual operation (e.g. combustion engine, guns)
- target explosion caused by the insured person

In case of **fall of trees, masts and other objects** (not located before falling inside the building), we do not cover damages, caused by objects insured by this contract (insured crops) or part of the insured property. Furthermore we will not cover damages caused by laundering, fired or flying objects.

In the event of **vehicle collision**, we do not cover damages caused by the insured person (or a person living with him/her in the household), even unintentionally. Additionally we cannot assist with damages to the vehicles themselves and their costs.

**Sudden landslides and earth leakages** insurance does not cover damages caused:

- volumetric changes of the soil (e.g. as a result of frosting or scrubbing) or a change in its bearing capacity as a result of waterlogging, unless the balance of the slope is impaired

- due to surface or underground mining and other earth, building and demolition work
- as a result of an activity performed by you or the insured person (even prior to the beginning of the insurance)

### NATURAL CATASTROPHES

#### What is covered?

We will assist you with damages to your insured property caused by:

- windstorm and hail if has occurred
  - immediate action windstorm or hail to the insured property
  - throwing an object to the property by a windstorm
  - damage or destruction of movable parts of the property by windstorm or hail
- flood and inundation
- atmospheric precipitation, if there is:
  - intrusion of atmospheric precipitations into the building or household
  - leaking melting snow or ice
  - in the building insurance also the expansion of ice due to freezing rain gutter placed on the building cloak
- weight and pressure of the snow, fall down of snow or ice layer, if the building components have been damaged

#### What is not covered?

In case of **storm and hail**, the insurance does not cover:

- damages caused by the intrusion of atmospheric precipitation or impurities into the building
- damages caused or increased by incompleteness of building structures or their inadequate function (e.g. missing bags, windows without glass)

**Flood and inundation** insurance does not cover damages caused:

- in areas that are flooded by floods with a period of years or less, respectively floodplains designated or set by an authority (e.g. municipal) or waterway administrator
- flood in a period of days (inclusive) from the beginning of the insurance
- by infiltration and increase of groundwater level
- by rising from the waste water pipe
- by direct infiltration of atmospheric precipitation into the building, e.g. uncovered building openings (windows, doors...), leaks
- infiltration or leakage of water as a result of the integrity of the structural elements (e.g. waterproofing)

**Atmospheric precipitation** insurance does not cover damages caused:

- infiltration of atmospheric precipitation by uncovered external building openings (e.g. uncovered roof window, micro ventilation)
- by moisture, fungi and moulds
- on secondary constructions or privately owned garages
- on matters placed in adjoining rooms and in privately owned garages
- on building components of the adjacent space
- on a temporarily occupied building or household

In the case of **weight of snow** insurance we do not cover damages:

- caused by the expansion of ice and the leakage of melting snow or ice (in the case of the building, it is covered by the atmospheric precipitation insurance)
- incurred within 10 days (included) from the beginning of the insurance

### ASSISTANCE

Assistance consists of assistance services and legal advice.

#### Assistance services

##### What is covered?

We will provide assistance if:

- emergency state (emergency state, which you are not able to solve by yourself) and further we will assist as well if lock the keys i.e. in a situation where the entrance door lock is not damaged in the building or home, and yet you are unable to open the door in the usual way and by your own means
- sudden occurrence of rodents, vermin or other arthropods (so called deratization and disinsection),
- sudden breakdown of cooling equipment, which was bought in the Czech Republic as new, no later than 5 years ago and is no longer covered by the warranty provided by the manufacturer or retailer. We can provide assistance with refrigerators, combined refrigerators, freezers, washing machines, clothes dryers, dishwashers, televisions, cookers, ovens (except of separate microwaves), hobs and hoods

##### Who provides assistance?

The Technical Emergency Service (TES) will provide assistance. TES is a natural

or legal person who performs one of the following professions: plumber, heating engineer, gas fitter, locksmith, electrician, glazier, roofer, deratization/disinsection expert and domestic electrical appliance expert.

##### What is the procedure for using assistance services?

Assistance services are provided by our contractual partner. If you want to use assistance services, contact us immediately at our phone number. Tell operator the number of policy (if you do not know it, provide your identification data) and detailed description of the event, eventually any other information, which you will be asked for by the operator.

The operator will contact you again shortly afterwards and tell you details about the technical service provider (here and afterwards TSP) and his expected arrival time.

In case of averting the emergency situation, we will arrange intervention of TSP as fast as possible.

By services Deratization/Disinsection and Service of Domestic Electrical Appliance, we will send the specialist usually within 3 working days.

If more accidents in one moment happen by more customers (e.g. windstorm), we will not be able to send TSP immediately after reporting of the emergency situation, e.g. in state of

emergency, but we will do it as fast as possible.

TSP will introduce himself as a partner of the assistance service provider after arrival to the place of insurance. After reviewing the situation, he will tell you what measures or repairs will be required and how much it will cost. If you agree with the extent of the repair, the cost of the work and the material used, you conclude with this TSP oral contract for work. Otherwise, TSP is not authorized to act.

If you need it, we can arrange you the phone translation of the communication with TSP to English.

Once the repair has been finished, TSP will issue the log of the assistance service on the spot - sign it and retain one copy. This protocol serves also as a warranty for the completed work.

For the trouble-free use of assistance services, the instructions of our operators must be followed. Furthermore, the condition is that the work is done by TSP, which we have provided.

##### Averting the emergency situation

We will send TPS to the place of Insurance, which will perform necessary measures to avert an emergency or to mitigate its consequences.

The decision, whether it is a state of emergency (crash situation), is remaining fully with us because of the necessity of expert judgment. In case of fire, gas leakage etc., we will provide you assistance services after the intervention of the components of the integrated rescue system (fire brigade, police, ambulance).

#### Deratization and disinsection

We will send a specialist for deratization and disinsection to the place of insurance, who will take the necessary measures to kill or to reduce occurrence of rodents, vermin or other arthropods.

#### Service of Domestic Electrical Appliance

We will send a specialist to the place of insurance to repair the domestic electrical appliance.

Before repair, you have to provide us the purchase certificate (or the warranty card or some similar document) with the date of purchase.

#### What you are entitled to?

As part of the assistance services, you are entitled to a free-of-charge use of the agreed (in the policy) number of assistance interventions in one insurance year. We pay the expenses for each single intervention up to the maximum limit specified in the policy. The limit includes labour costs and

material or spare parts for repair. We pay the real value of the costs of transport of TSP.

Costs that exceed the agreed limit or annual number of interventions are covered by you.

#### What happens if we are not able to provide the service?

If we are not able to provide the immediate intervention within assistance services, we will pay you the costs for resolving the situation, which you ensure, up to the agreed limit. It is important, however, to discuss the situation with us before. If you do not so, we cannot pay you the costs. To pay you for the purchase certificate, it is needed to send us its original as

## COSTS THAT EXCEED THE AGREED LIMIT OR ANNUAL NUMBER OF INTERVENTIONS ARE COVERED BY YOU.

a letter. You can only send us the scanned document by email with our prior consent.

#### What is not covered?

Assistance services do not apply to preventive interventions, statutory reviews or inspections.

We do not provide assistance with domestic appliances when the device has been damaged as a result of natural events (e.g. earthquakes, floods).

If you provide us inaccurate, incomplete or deliberately distorted information, you are at risk of rejection or delay in providing intervention.

We do not compensate either for the subsequent financial damages and costs of services you have ordered without our prior consent or directly related to the assistance services.

#### Legal advice

##### What is covered?

The insurance is provided in the form of legal advice in case of solving legal problems related to common life and to the use of the real estate at the place of insurance specified in the insurance contract.

Following areas are covered by this insurance:

- claims for compensation of a harm (e.g. harms caused by flooding of a flat; when a someone else's dog bites you; by a fire in a family house; by breaking a window by a vandal); the insurance applies to legal advice if there is a violation of the law (not a contractual duty) in connection with the building or private life or if it is an harm for which another person is objectively responsible in the terms of the law and only if you claim against another person for compensation of harm on health or property
- crimes, misdemeanors, disciplinary and other offenses (e.g. offenses caused by falling ice from the roof; if you cause another person to be injured on skis; accusations of general endangerment because of negligence after causing a fire); the insurance covers legal advice in

- criminal, misdemeanor, disciplinary, and other administrative proceedings against you because of infringement related to property, movable assets, and privacy
- claims and disputes from private insurance (e.g. disputes for insurance benefits from the insurance of a building or from the accident insurance); the insurance covers legal advice in disputes resulting from private insurance related to real estate, your privacy and your movable assets, if you are acting in such disputes as policyholder, insured person or authorized person
  - claims and disputes related to the property right (e.g. disputes over land ownership; disputes in the case of unauthorized parking on land); the insurance covers legal advice in disputes arising as a consequence of an unauthorized interference of another person to your ownership or other property right in real estate and movable assets
  - neighborhood disputes (e.g. border disputes and smoke bothering); the insurance covers legal advice in neighborly disputes, which are of a private law nature, and which relate to the insured property

- claims and disputes related to contracts (e.g. disputes arising from purchase contracts and contracts for work, contracts with energy suppliers, or disputes over refused complaints about goods); the insurance covers legal advice in disputes arising out of contracts dealing with the insured property or relating to your privacy or movable assets
- administrative proceedings (e.g. disputes in the case of erroneous land surveying or registration of unjustified lien); the insurance covers legal advice in administrative proceedings initiated by the cadastral office or by a local authority related to the insured property
- social security right (e.g. proceedings related to payments of pension or health insurance); the insurance covers legal advice in administrative proceedings initiated by a respective public administration body of the Czech Republic or a health insurance company resident in the Czech Republic
- claims and disputes arising from rental law (e.g. disputes arising from unauthorized termination of tenancy, disputes about return of deposit); the insurance covers legal advice for the tenant or sub-tenant of the insured property

We will provide you with an initial one-off legal consultation for a specific legal issue covered by the insurance.

We will provide you with the consultation immediately by phone (24 hours a day, 7 days a week) or in a written form (e.g. when we need to obtain specific documents such as goods complaint documentation) with a limit of the insurance benefit for each insured event up to CZK 50,000.

The consultation is related exclusively to facts, disputes, claims or changes in legal relationships that occurred during the duration of the insurance.

The insurance applies to you and to the persons who live with you in a common household.

### What is not covered?

The legal advice is not the writing, approval or control of legal documents. The insurance does not apply to the writing and filing of criminal complaints and notices of misdemeanors and other administrative offenses. Insurance also does not apply to advice related to the enforcement of your legal interests if you have consumed alcohol or applied

narcotic or psychotropic substances in connection with the event (as well as in case of a suspicion of that); this of course does not apply to claiming compensation for harm caused to you by another person.

Insurance does not cover following areas:

- disputes and claims arising out within a single insurance contract between you and those living with you in a common household
- disputes and claims if you are a legal person
- claims that have been transferred to you or are being claimed by you for someone else
- disputes over compensation of harm, which is claimed against you
- disputes over compensation of harm, which was caused to you by a violation of good manners
- disputes over compensation for personal unhappiness or for price of a special relationship
- disputes over compensation of harm arising from the responsibility for terminating the negotiation of a contract

- disputes between co-owners of movable and immovable property, including the cancellation and settlement of share ownership and common property of spouses
- disputes arising from a lease agreement or loan agreement not concluded in the written form
- disputes over the administration and deposit of money and other valuables, the purchase and sale of securities
- disputes over property and financial investments, excluding building savings and supplementary pension insurance
- disputes related to or resulting from your business or other profitable activity (non-profit organizations, commercial employment, state employment, etc.)
- disputes relating to the ownership, operation or driving of any means of transport, which is a subject to registration, by the insured person
- disputes concerning applications under the Building Act
- disputes regarding expropriation proceedings
- disputes arising from the lease
- disputes between the insured person and tenants of any type, joint tenants, sub-tenants, joint sub-tenant or other users of the real estate or between them
- protecting or enforcing your legal interests in insolvency proceedings
- legal relationships in societies, cooperatives, associations of unit owners, associations and foundations and other similar entities
- legal relationships in the area of human personality protection, in particular concerning interference with dignity, seriousness, honor, privacy, the right to live in a favorable environment, names, forms and expressions of a personal nature or as a consequence of publishing any false information, defamation or interference with the right to name or reputation
- non-material harm under the Act on Liability for Damage Caused in the Execution of a Public Power by decision or by incorrect official practice
- press Act
- family law
- financial law
- intellectual property law
- unfair or economic competition, public procurement, public support, subsidies, public tender for the most appropriate offer, betting, games and lottery
- inheritance law

### PRIVATE LIABILITY

#### What is covered?

From the liability insurance we will replace:

- actual damage to material things caused by its damage or destruction
- injuries to health and death
- Consequential damage (i.e. other damage to property, resulting from death, injury or damage to property – e.g. loss of earnings and loss of profit)

Damages and injuries must arise from:

- ordinary activities in your civil life including damages incurred in connection with self-employed small scale construction work on this contract insured property
- household management
- running recreational sports (including cycling, riding etc.); if cycling causes damage to a motor vehicle, it is needed to prove that the accident was being investigated by the police of the Czech Republic.
- breeding animals that you own and that are not considered dangerous and non-profit making

- the use of small vessels for recreational sports and recreation
- the practice of ownership of a family house, cottage, hut, garage or apartment (including secondary spaces) insured in this insurance contract or if the insured household is located in that place; if you rent the above mentioned permanently inhabited on the basis of a proper lease agreement to a natural person, we will cover from this insurance risk also injuries for which is liable and by law has the obligation the lessee. However the insurance covers solely injuries that arise from the household management located in this facility

We will cover as well the costs of medical treatment by the health insurance company and the social security benefits provided in cases where you will cause injuries by your unlawful conduct, on the basis of which you will be required by the health insurance company or the relevant state administration body of the Czech Republic. The condition is that these costs are linked to the insured event. For which we pay the indemnity under this contract.

If you have agreed in the contract, we will pay as well for damages incurred to a rented permanently occupied building or garage in personal ownership or dwelling unit, where is located the household insured in this contract, provided that the damage will be caused by fire, explosion, tap water or waste water.

If you let a rented building/unit or part thereof into the sublease to somebody else on the basis of a written sub-lease, this person becomes the insured for the damages caused by dangers, instead of you, it becomes valid from the day when the sublease contract was signed. The insured person has to be familiar with the content of this insurance contract.

If you are a legal person, we will solely cover:

- damages and harms resulting from the exercise of ownership of the family house, cottage, hut, garage or dwelling unit (including secondary structures) insured by this policy or when insured household takes place there, which is used for permanent residence by a natural person; if you rent the above mentioned permanently inhabited on the basis of a proper lease agreement to a natural person, we will cover from this insurance risk also injuries for

which is liable and by law has the obligation the lessee. However the insurance covers solely injuries that arise from the household management located in this facility

- treatment costs incurred by a health insurance company and social security benefits provided as defined above

In the case of temporarily residential property or household insurance, we will cover only:

- damages and harms resulting from the exercise of ownership of a family house, cottage, hut, garage or apartment units (including ancillary building) insured in this insurance contract or where the insured household is located
- treatment costs incurred by the health insurance company and social security benefits provided within the definition given above

### What is not covered?

Furthermore we do not cover damages caused to hostels, boarding schools, dormitories and other buildings designed for long-term accommodation.

In the territory of Europe the insurance does not cover injuries resulting from:

- ownership of building or privately owned apartment
- self-help implementation of small construction works on an insured building or privately owned apartment
- animal breeding

Furthermore in Europe we do not pay for injuries caused to:

- a rented building unit
- an accommodation facility
- during a stay exceeding 3 months

From the **property performance insurance to the insured building or flat**, we do not cover damages arisen from ownership of building under construction, reconstruction, or arisen during demolition.

In case of **damages incurred on a rented permanent building (including garages in personal ownership) or building unit**, we do not cover the following damages:

- caused by wear and aging, excessive mechanical wear

- on heating, water heating, boilers, electrical and gas equipment

In case of a **temporary or residential property** insurance, we will not cover damages arising from:

- common activities
- household management
- running recreational sports
- animal breeding
- the use of small vessels

**The liability insurance does not cover:**

- net financial loss, i.e. damage not directly related to damage to property or damage to health
- directly or indirectly caused injuries or increased
  - to things (such as mobile phone, camera) that the insured person rented, borrowed, leased (e.g. borrowing, remittance and rent) or used in an unauthorized manner
  - ownership, maintenance and operation (i.e. putting into motion, movement, rest) of any vehicle, aircraft, flying equipment and other than small vessels
  - on aircraft, flying gear and vessels of all kinds
  - loss of things
  - in any connection with software, data handling, electronic communications and internet services
  - in any connection with the handling of ammunition,

pyrotechnics, explosives, hazardous chemicals or hazardous wastes

- seeding or landslide, erosion, undermining, vibration, gradual ingress of moisture
- to the environment or ecological damage
- animals on plants
- by introducing or widening any contagious disease
- fines, penalties or other payments that are repressive or preventive
- on leased buildings or residential units (unless otherwise agreed in the insurance contract)

**The insurance does not apply either to the obligation to compensate for the damage incurred:**

- when performing tasks in a labour-law or similar relationship or in direct connection with it
- occupational injury or occupational disease
- in gainful employment
- in connection with an activity for which you have a statutory obligation to take out liability insurance
- arising out of active participation in any sporting competitions, including preparation at their venue

**Furthermore we do not cover either damages caused by you:**

- to other persons insured with this insurance contract
- your spouse, registered partner, siblings, relatives in direct line, other close relatives and people living with you in a common household
- a business entity in which you or the persons referred to in the second point of this paragraph property involvement up to the amount of such participation
- to the natural person or persons referred to in the second point of this paragraph, which has property involvement in the insured entity

### INSURED EXPENSES

#### What is covered?

From the building and household insurance we cover as well reasonable and reasonably incurred costs for:

- drying or cleaning of the insured building or flat
- replacement accommodation for people living in the insured building or flat, if the insured building or flat becomes uninhabitable

We will cover these costs if they arise as a result of an insured event. If you need in this case also transport for you and other members of your household to your closest relatives or to an accommodation facility (we decide about the way of transport), contact us at our phone number. We will provide it and pay for it up to the agreed limit of assistance services.

From the household insurance we will cover the following costs:

- the replacement of the lock door of the entrance door if the key has been stolen in connection with an insured event

- to block the payment card withdrawal, if it is arranged the insurance of permanently occupied households
- for the storage of insured items at the expense of insured event, if the apartment became uninhabitable as a consequence of the insured event

We will cover consequential damages, which are damages to the insured property resulting from an insured event.

Subsequent damages resulting from the following hazards, will be covered up to the selected limit for those hazards:

- in the case of building insurance, it is burglary, robbery and vandalism
- in the case of household insurance, it is failure of the cooling device

## WATER DAMAGES

### What is covered?

We will assist in case of damage to your insured property caused by:

- water from the faucet, which escaped, due to sudden failure, sudden damage to the integrity of the water supply system or its accessories; at the same time we will cover costs for cutting, masonry, replacement of part of the piping, tiling or paving that the insured person has purchased at its own expense;

We will solely cover this costs to the extent strictly necessary for the repair, at most:

- up to CZK 10 000 incl. VAT
- up to CZK 5 000 incl. VAT, if the insured object is not damaged by water
- by rising water from the waste pipe from any cause
- frost of the water supply system if:
  - for building insurance – the water supply system must be located inside the building. In addition we will cover damages caused by frost on the oars and outside rains
  - for household insurance – water supply equipment had to be acquired by the insured person at its own expense

From this coverage, we will also cover costs for trimming, storing and replacing part of the tile or flooring to the needed extent

- malfunction of the sprinkler fire extinguisher
- loss of water (from building insurance); therefore we will replace the financial damage caused by the sudden loss of water as a result of a demonstrable accident of the water supply system, if it has to be paid to the water supplier.
- aquarium water (from household insurance)

### What is not covered?

For **water insurance from the water supply system**, we do not cover damages caused by:

- penetration and increase of groundwater
- washing water
- moisture, fungus or mould
- water from open taps
- corrosion or wear of the water system
- as a result of the freezing of rainstops located on the building envelope

We do not cover the costs incurred in cleaning and repairing the **waste water pipeline** by insuring water from the drainage pipe.

For **frost insurance on water supply** we will not cover consequential damages associated with the insurance risk (e.g. damage to plasterboard walls by cracked pipes).

For **water loss insurance** we do not cover damages in case of the insurance of a temporary occupied building.

## GLASS

### What is covered?

We will cover damages resulting from the breakage of glass from a non-insured cause.

The insurance covers:

- fixed glazing of building holes and building components, including glued foil (e.g. windows, doors, railing and loggias)
- glass and mirror walls
- alarm and alarm system sensors or electric fire alarms
- glass ceramic hobs
- for household insurance also aquariums, terrariums, glazing of fireplaces and glazing which are part of the furniture part of the kitchen line
- sanitary facilities

### What is not covered?

The insurance does not apply to:

- breakage of movable glassware (except of aquariums and terrariums) and its parts (e.g. furniture showcases, mirrors, lighting features)
- objects outside the building (e.g. outdoor lighting, billboards)
- glass damage during installation, disassembly or scratching
- breaking glass in building under

- construction or reconstruction
- damage to faucets including drain shutter mechanisms, flushing devices, any fittings used to connect to water lines or waste

**FOR WATER LOSS INSURANCE WE DO NOT COVER DAMAGES IN CASE OF THE INSURANCE OF A TEMPORARY OCCUPIED BUILDING**

## THEFT

### What is covered?

We will assist you with damages to your insured property caused by:

- theft by breaking and entering, if there is a demonstrable overcoming of security at the insured place required by us, therefore if the offender:
  - intruded into the insured place demonstrably through instruments not intended for proper opening, the mere fact that the insured asset has been stolen, damaged or destroyed does not justify the use of such instruments
  - **intruded into the insured place using a key, which was stolen by house breaking, robbery or robbery outside of your home**
  - in case of building insurance had overcome the obstacle created with specific characteristics of the thing (in the case of windows or other building openings, we mean their location at a height of at least 3 m above the surrounding terrain)
  - in case of building insurance, in any way dismantled the insured property

We will assist as well with damages, if in case of house breaking (or in case of an attempt) was damaged or

destroyed the building components of the insured property or in case of household insurance, the destruction of the mailbox in which the insured property was placed

- robbery
- robbery outside of your home (from household insurance)
- simple theft of construction material (from building insurance) stored in the open air at the place of insurance of the permanently occupied family house, hut, cottage, which is not provided with protective security
- simple theft of a baby stroller and/or wheelchair, which was stored in in common enclosure parts of the house where the insured permanently occupied household is located. The insurance covers a baby stroller used for the intended purpose of the insured person and the wheelchair to which the insured person is dependent

All these damages must be confirmed by the police of the Czech Republic.

In addition, we will cover costs incurred for the transportation of the security agency in connection with the security of the insured household by alarm security and emergency systems connected to centralized protection counters, if the arrival of the security

agency prevented burglary. In this case you will have to provide us:

- a valid contract with a security agency, in order to reimburse for the incurred costs of the journey
- a record of the security journey, which confirms the success of the intervention

### What is not covered?

In case of burglary and robbery, we do not cover damages to building materials or building mechanisms and tools that are stored in a privately owned insured garage in the property of the building. In case of burglary theft, we will not cover claims even in cases where an intrusion into the locked place of insurance occurs in a **unidentified** way.

The insurance also does not cover the cost of the departures of a security agency that would not demonstrably prevent the occurrence of an insured event (e.g., a false alarm caused by an animal).

In the case of arranging the insurance of temporarily occupied household we do not cover damages resulting from robbery outside of your home and simple theft of a baby stroller and/or wheelchair.

In the case of arranging the insurance of garage in private ownership listed in

the insurance contract and in the insurance of temporarily occupied buildings we do not cover damages resulting from simple theft of building materials.

**IN CASE OF BURGLARY THEFT, WE WILL NOT COVER CLAIMS EVEN IN CASES WHERE AN INTRUSION INTO THE LOCKED PLACE OF INSURANCE OCCURS IN A UNIDENTIFIED WAY.**

## VANDALISM

### What is covered?

We will assist you with damages to your insured property in case of:

- vandalism, if the damage is confirmed by the police of the Czech Republic
- damage to the fence by game animals (from building insurance)
- damage of the internal insulation by the destructive action of rodents or quails (from building insurance)
- damage of the frontage by destructive action of animals or insects (from building insurance)

### What is not covered?

**Damage of the fence by game animals** does not cover damage to or destruction of hedges and damage or destruction of fences by animals other than game animals (e.g. dog, horse).

In case of **internal insulation insurance and frontage damage** we do not cover:

- any consequential damages (e.g. financial damages resulting from heat losses, atmospheric precipitation)
- damages incurred on a temporarily occupied building

## SHORT CIRCUIT AND OVERVOLTAGE

### What is covered?

We will assist you with damage to your insured property caused by:

- overvoltage
- undervoltage
- short circuit
- a provable failure of the cooling device or its malfunction due to a power outage (e.g. spoiled food, damage to the floor by water leakage)

### What is not covered?

For **short circuit insurance** we do not cover damages caused:

- on electric motors used for profit of commercial purposes
- by an intrusion of humidity or water to the devices

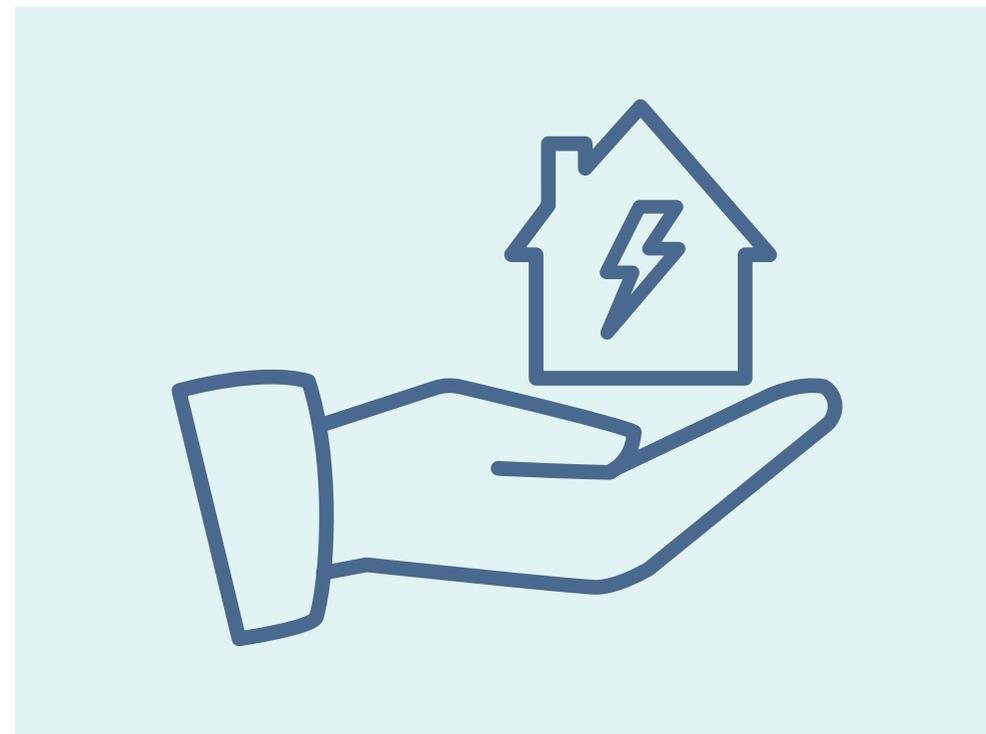
In case of damages arisen by the **malfunction of the cooling device**, we do not cover damages:

- on the cooling device itself
- caused by a power outage, which was caused by the insured person
- in case of arranging insurance of a temporarily occupied households

## EARTHQUAKE

### What is covered?

We will assist you with damages to your insured property caused by an earthquake. In order to cover the damages, you must provide us with evidence, which proves that the earthquake reached at least the 6th grade of the macro-seismic scale EMS 98 at the insured place, respectively 5th grade of the Richter scale.



# 2.2 WHAT ARE GENERAL EXCLUSIONS OF THE PRODUCT

**In this chapter we explain, when we cannot pay you any compensation from contracted insurance or when we cannot provide you assistance service.**

## EXTRAORDINARY EVENTS NOT COVERED BY THE POLICY

We will not provide the insurance benefit or assistance service if the damage is caused by:

- war events, riot, uprising or other violent mass disturbances, strike, terrorist acts (i.e. by violent behavior motivated politically, socially, ideologically or religiously)
- by the intervention of state power or public administration
- action of nuclear power or asbestos

## DAMAGES NOT COVERED BY THE POLICY

The insurance does not cover harms or you will not be entitled to use assistance services, if the harm was caused by:

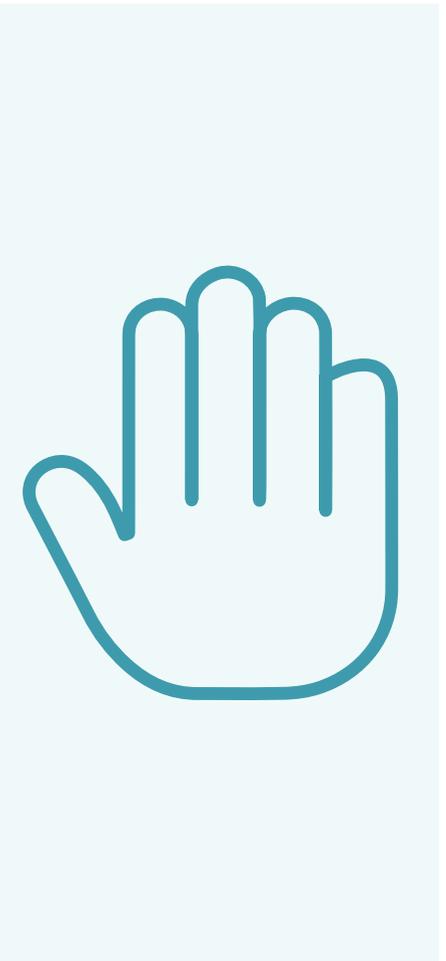
- intentionally by you, the insured person, a close person or a person living with the insured person in the same household, an authorized person or other person, acting on the initiative of any of them
- after ingestion of alcohol or the application of narcotic or psychotropic substances
- moulds, mushrooms and spores

If the damage was caused or increased by gross negligence, whether the insured person, the person close to him/her, the person living with him/her in the same household, the authorized person or other person acting on the initiative of one of them, we shall reduce the indemnity proportionally to the influence the extent of our duty to perform.

In the case of building or household insure we do not cover either damages caused:

- by the fact that if the household or building for permanent residence was not permanently inhabited for more than 60 days prior to the occurrence of the event and this had an effect on the occurrence or increase of the extent of the damage;
- incorrect technological procedure works, their defective design or implementation under unfavourable climatic conditions

At the same time the insurance does not apply to any subsequent financial damages resulting from damage to the case (especially loss of earnings and lost profits etc.).



## 2.3 WHAT ARE YOUR RESPONSIBILITIES – GENERAL OBLIGATIONS

In this section you will find information on insurance obligations, during the duration of the insurance and in case of damage.

### POLICYHOLDER

When arranging the insurance, you and the insured person must:

- provide us with the true and complete information necessary to arrange the insurance
- if we request you to do so, you must allow us to inspect the place of insurance or to inspect the accounting and other documents related to the insured property
- get familiar with the insurance contract and all documents submitted by us
- to pay the premium on time and in full

During the insurance, you and the insured person must:

- inform us as soon as possible of any change that has occurred in the facts that you have given us when negotiating an insurance contract or an agreement to change it,
- to pay properly and on time the premiums

In case of damage you, the insured or authorized persons:

- without unnecessary delay, inform us that it had taken place
- to take the necessary measures to prevent further damage
- for more detailed information of your obligations, please refer to a separate chapter 2.4. Claim happened – what comes next.

If you need some help from the legal advice insurance, it is needed to clarify us the circumstances of the event without delay, completely and truthfully and provide all relevant information and documents, including summons, official mails, correspondence and contracts.

### MANDATORY MINIMUM SECURITY

In order to be able to cover the insurance benefit of the insurance of burglary, you must have your property secured as follows:

- for building insurance the security must be adequate. As such we consider:
  - deposit of insured movable items (e.g. tools) in a locked building or in a locked building site, which is located on the same site as the insured family house, cottage, hut
  - lock these items to a non-relocatable object.Fencing of the place of insurance is not sufficient.

- In the case of household insurance, the insured premises must be locked and secured against burglary by the security equipment. The required security is described in the Security table below.

If, at the time of the damage, you will not have the flat secured as required, we will pay you the damage to the limit, which will correspond to the type of security of your apartment.

We consider solely those security devices that were functional and active at the time of the insured event. The level of security of your apartment must be proven to us by you. The lockout condition also applies to other insured premises (e.g. if the supplementary insurance of items within the vehicle is insured, the vehicle and the roof box must be locked).

**WE CONSIDER SOLELY THOSE SECURITY DEVICES THAT WERE FUNCTIONAL AND ACTIVE AT THE TIME OF THE INSURED EVENT.**

If multiple entry doors lead to the place of insurance (garden doors, garage doors etc.), the security assessment will be made to those with the lowest degree of security.

- for a household with a sum insured exceeding CZK 1 mil. you must also provide security:
  - unlocked wing at the entrance door with double leaf doors against „pull out“ (i.e. securing screw connection, locking plugs etc.)
  - glazing the entrance door, in order to not allow the passage of the perpetrator or the handling of the security elements

If the above mentioned conditions are not met, we cannot recognize the security elements of the door as part of the security.

If there is an increase in the insured amount by valorisation, the burglary security requirements do not increase.

For a description of the individual security features, see chapter 2.6. Insurance Decoded

## INSURER

### We are obliged:

- to answer truthfully and completely to all your questions before concluding the contract, during negotiation, during insurance and in case of claim handling
- after the claim handling has been completed, to inform you about the result
- to provide you 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 you the indemnity in Czech Crowns within 15 days from the end of claim handling
- to report you reasons of any claim denialIf the above mentioned conditions are not met, we cannot recognize the security elements of the door as part of the security.

If there is an increase in the insured amount by valorisation, the burglary security requirements do not increase.

For a description of the individual security features, see chapter 2.6.



Security table for permanently occupied building

HOW MUCH DO WE PAY AT MOST	REQUIRED SECURITY FOR ALL ENTRANCES TO THE FLAT IN WHICH THE INSURED HOUSEHOLD IS LOCATED	REQUIRED SECURITY FOR ALL ENTRANCES TO THE FLAT IN WHICH THE INSURED HOUSEHOLD IS LOCATED
	ground floor	floor
300 000 CZK	any lock	any lock
1 000 000 CZK	any lock and alarm security and emergency system <b>OR</b> security locking system <b>OR</b> security doors	any lock and alarm security and emergency system <b>OR</b> security locking system <b>OR</b> security doors
2 000 000 CZK	security locking system, alarm security and emergency system and secured windows on the ground floor <b>OR</b> security locking system and alarm security and emergency system connected to the central protection desk <b>OR</b> security doors and secured windows on the ground floor <b>OR</b> security locking system and alarm security and emergency systems	security locking system and alarm security and emergency system <b>OR</b> security doors
more than 2 000 000 CZK	security locking system, secured windows on the ground floor and alarm security and emergency system connected to the central protection desk <b>OR</b> security doors and alarm security and emergency system connected to the central protection desk	security locking system, secured windows on the floor and alarm security and emergency system connected to the central protection desk <b>OR</b> security doors and alarm security and emergency system connected to the central protection desk

Security table for temporarily occupied building

HOW MUCH DO WE PAY AT MOST	REQUIRED SECURITY FOR ALL ENTRANCES TO THE FLAT IN WHICH THE INSURED HOUSEHOLD IS LOCATED	REQUIRED SECURITY FOR ALL ENTRANCES TO THE FLAT IN WHICH THE INSURED HOUSEHOLD IS LOCATED
	Out of municipality (that means in the higher distance than 250 m from the last permanently occupied building within the built-up area of a municipality)	Within municipality (that means in a built-up and permanently occupied area of municipality)
50 000 CZK	any lock	any lock
150 000 CZK	security locking system and secured windows	security locking system
300 000 CZK	security locking system, secured windows and ASES <b>OR</b> security doors and secured windows	security locking system and secured windows <b>OR</b> security locking system and alarm security and emergency system (ASES)
450 000 CZK	security locking system, secured windows and ASES connected to the automatic telephone dialler to two designated phone numbers (ATD) <b>OR</b> to the central protection desk (CPD)	security locking system, secured windows and ASES <b>OR</b> security doors and secured windows
750 000 CZK	security doors, secured windows and ASES connected to the ATD <b>OR</b> to the CPD	security locking system, secured windows and ASES connected to the ATD or to the CPD <b>OR</b> security doors and ASES connected to the ATD or to the CPD
more than 750 000 CZK	Required security will be negotiated individually	Required security will be negotiated individually

# 2.4 CLAIM HAPPENED – WHAT COMES NEXT

Whenever some damage occurred, please contact us. Here you can find a simple recipe how to act to allow us to help you as fast as possible.

## IMPORTANT CONTACTS

**112** Emergency

**155** Rescue service

**158** Police

**150** Firefighters

If a damage occurs:

- try to avoid the expansion and increment of scope (e.g. by closing the main water closure)
- in case of a fire that you cannot extinguish yourself, contact the fire brigade

Call the police immediately:

- if burglary, theft, robbery outside of your home or damage of things by vandalism occurs
- if you have damaged a vehicle while cycling
- if you consider that a crime has been committed
- and in any other cases, if appropriate

If possible, take a picture of the damaged thing, space and cause of the damage (e.g. a fallen tree, a broken pipe). Try to take a picture of the damaged object or building as well as the detail of the damage.

Find out information about the potential culprit (e.g. identification data), if you know that another person is responsible for the damage.

Call our assistance service if you wish to use any of the insured assistance services:

- if you desire to use one of our insured assistance services or you need a one-time legal advice in the insured areas

If you detriment someone else, you need to:

- as soon as possible, notify us that the injured person is seeking compensation for the damage;
- express yourselves on your responsibilities and the required amount of compensation
- notify us if the injured person has exercised his or her claim for damages in court, arbitrator or other public authority and informs us of who will be your legal representative and on the results of the procedure

In the procedure of compensation for detriment it is needed to follow our instructions and without our written consent, not satisfy and either recognize the claims for damages and not to conclude the settlement agreement or the court settlement.



## CLAIMS PROCESS

Report us the damage:

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

If you provide us with knowingly untrue or grossly distorted essential information about its origin or extent (or you do not provide us with the full information) when reporting a claim, we can:

- request reimbursement of the cost of the event
- reduce the assurance benefit
- decline in full the assurance benefit

We will then require you to submit the relevant documents. In the course of the investigation and, if applicable, in the case of covering damages, follow our instructions.

In the event of damage caused to insured Assets in accommodation facilities, and those left in a designated location, we will pay indemnity if you can prove with a report that the event has actually happened, signed by the hotel or restaurant operator, doctor, etc.

Your other duties

We will request as well:

- a description of the extent of the damage and information on the estimated damage,

- acquiring a tentative photo-documentation and providing us with requested information;
- providing synergies needed to ascertain the causes and amount of the damage;
- do not change the condition of the cause during the damage and do not remove up to our agreement. This is not the case if it is necessary to start earlier with works for serious reasons (e.g. safety, hygienic or ecological);
- information, whether you insured the insured property elsewhere (i.e. name of the insurance company and to provide the insurance contract number)

Insurance claims may not be stopped without our consent or dispose of them in any way.

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

## CLAIMS HANDLING AND COMPENSATION

In this chapter, we will provide you with information on how and to whom we will pay for the reported damage. We describe the principles, how we determine the amount of the assurance benefit, the circumstances in which we are entitled to reduce it, and to what extent of the damage you are involved in.

### Who will be provided with the payment of the assurance benefit

In the case of property insurance, **the insured owner is the beneficiary (i.e. entitled to the assurance benefit)**. If the insured item is co-owned by several persons, the assurance benefit will be paid to each owner in the amount corresponding to the size of its ownership share.

In the case of liability insurance, we pay the damages to the injured party.

### How do we pay the assurance benefit

We will always pay the indemnity in Czech crowns to the account given to us by the recipient. An exception is with the assistance service that we provide through our partner.

### What are the ways to deal with the damage

- payment based on an invoice – you or the repairer will first provide us a quotation for the repair and if according to the calculation the prices will correspond to the usual

prices, then we will pay you the indemnity according to the subsequent invoice

- payment according to the budget – we can calculate how much the repair or re-purchase of the thing could cost

In any case we recommend discussing the procedure beforehand in order to avoid possible misunderstandings.

### How do we calculate the assurance benefit

The upper limit of the assurance benefit is limited by the insurance amount or limit. The limit of the assurance benefit applies to the insured event or the insurance year. In the case of liability insurance, we determine the amount of the assurance benefit under the applicable legal regulations and claims for compensation for the harm claimed and proven by the injured party. In case of damage, destruction, theft or

## IN THE CASE OF LIABILITY INSURANCE, WE PAY THE DAMAGES TO THE INJURED PARTY.

loss of the insured property, we pay indemnity at new prices. Therefore, we will cover reasonable costs of repairing the property or redeploying new items of the same kind, quality and technical parameters.

In time prices (see chapter 2.6 Insurance Decoded), we pay indemnity for building insurance in case of:

- destruction of a building whose wear is higher than 70% at the time of the damage (forensic expert determines)
- destruction, theft or loss of material, building mechanisms and tools
- payout under budget. We will pay the assurance benefit up to the new price if you make a repair or redesign of the insured construction within three years of the occurrence of the insured event

If, when investigating an insurance claim from a household insurance:

- we find underinsurance
- and at the time of the damage, the insured amount will be lower than the stipulated minimum insured amount stated in the insurance contract

we will pay the assurance benefit for damage caused by electrical appliances, sporting goods, clothing, shoes and linen at time prices.

In case of destruction of a flat in personal ownership, we will provide assurance benefit in market prices.

We will pay the assurance benefit at most up to the value of the item immediately before the insured event occurred.

Remnants of the insured property that was damaged or destroyed, remain in your possession, and the value of these residues are subtracted from the assurance benefit.

In the relevant insurance year, we will provide you with the assurance benefit to cover all claims that occurred this year, at most:

- for property insurance up to twice the amount insured
- for liability insurance up to the limit of the assurance benefit (including costs of the proceedings)

It is not decisive whether the amount of damage incurred was applied simultaneously in the relevant year or successively in the following period.

In case of damage of securities, we will cover assurance benefit in the amount of the actual reduction of the property that occurred during the unauthorized use of these securities. We will not cover lost interest and other lost income.

### What can we deduct from the assurance benefit?

From the assurance benefit we can deduct the deductible and claims receivable due or other insurance claims in our country.

### What are the rescue costs and why is it important?

These are the expensively incurred costs that you or someone else had to spend on:

- the imminent averting of an insured event
- decreasing the consequences of an already occurred insured event
- clearing the consequences of the resulting insurance event for hygienic, environmental or safety reasons

If the costs were spent on saving life or the health of persons, we will pay them up to a maximum of 30% of the agreed insured amount. We will pay the other rescue costs up to a maximum of 5% of the insured amount. Rescue costs, which you have paid with our agreement and which you would not have to pay otherwise, will be paid without limitation.

Costs incurred for routine maintenance or in compliance with the statutory obligation to prevent damage are not rescue costs.

The amount of rescue costs paid is not included in the amount of the insurance benefit.

### How is it with the VAT?

If the entitled person has the right to deduct VAT in the event of a repair or compensation related to an insured event, we will provide the indemnification calculated without VAT.

### Reduction of the assurance benefit

If you have incorrectly or incompletely replied to our questions when entering into or changing a contract, and as a result, we have set lower premiums, we can reduce the assurance benefit at the expense. We will make the deductions in the same proportion as the calculated premium to the one we would have in the truth-answered queries. We can also do the same if you did not report an increase in insurance risk during your insurance (e.g. changing the way you occupy the building).

If you breach the contractual obligations so that it will have a significant impact on the occurrence of the insured event, its course, the increase in the amount or the amount of the assurance benefit, we can adequately reduce the assurance benefit.

### When do we have to pay the insurance benefit?

After completion of the investigation of the claim event we will inform you about its outcome and possible claims benefit will be sent in 15 days from the end of completion of the investigation.

### Who deals with legal advice claims

Claims arising from this insurance are exclusively assessed by the company D.A.S. Rechtsschutz AG with its seat in Vienna, business address Hernalser Gürtel 17, A-1170 Vienna, Austria, registration number at the Commercial Court in Vienna: FN 53574 k, operating in the Czech Republic through a branch (organizational unit) D.A.S. Rechtsschutz AG, a branch office for the Czech Republic, with its seat in Vyskočilova 1481/4, Michle, 140 00 Prague 4, IČ 03450872.



# 2.5 FURTHER IMPORTANT INFORMATION

**In this section you will find information about the premium, what affects its amount, and, for example, when it is payable. At the same time you will find out when the insurance begins and why it expires.**

## PAYMENT OF PREMIUMS

### What is the premium and how it is determined

The premium is the price for the 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 amount of the premium is stated in the insurance contract.

The premium is affected, among others:

- the risk of the place of insurance,
- type of insured building
- way of inhabiting a building or household
- during the insurance period, then any damages
- negotiation of other types of insurance with our insurance company
- costs associated with routine management of the insurance contract

### Exceptional costs

If extra costs arise in connection with acts beyond the normal administration of an insurance contract (for example, sending a reminder of payment of premium), we may request the payment of them by you. Concrete fees and their amounts are described in the Fee List on our website.

We reserve the right to adjust the amount of these fees. If this happens,

you will learn their new amount in the Fee List at least 2 months before the change occurs. We will advise you about the publishing of the new fee list electronically to your contact e-mail address.

If you do not like the change, you can terminate the insurance with a monthly notice period, no later than 1 month from the date of publication of the new fee amount. If you do not do so, the insurance will remain in force with the changed amount of fees.

### How about the premium at the building under construction?

During the construction of buildings for permanent housing, for a maximum of 5 years from the beginning of the insurance, the lower premium rate applies. The construction period and the validity of a preferential premium rate ends when the building permit becomes final or when the building becomes permanently habitable (what happens sooner is valid).

### How is it with the premium when the insurance is terminated

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

**When have to be the premiums paid**  
The first premium must be paid on the

day the insurance starts. However, if you enter into a contract by paying the premium (without your signature on the contract), it is necessary to pay the first premium within the time limit we give you when sending the insurance offer. **If you do not pay, the insurance will not arise and you will not be insured.**

If you have a contract for an indefinite period, the subsequent payments of premiums are payable according to the agreed frequency of payment.

### When do we consider the premium to be paid?

The premium is considered to be paid when:

- it is credited to our account
- receipt of confirmation of payment gateway for a payment by card
- the day we confirmed its receipt by cash

If the premium has not been paid on time or at an agreed rate, we have the right, according to the Fee List published on our web site, for reminder expenses and statutory interest on late payments.

### What about overpayments

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

### When can we increase premiums?

We can increase premiums on one side in the following cases:

- for reasons given by law
- if, due to a change in law or decision-making practice of the courts increase our costs (e.g. payment of insurance benefits, taxes and mandatory contributions)
- if in your contract has occurred in the prior period an insured event, for which we have provided indemnity

We will let you (as the policyholder) know at least 2 months before the change. If you disagree with the increase, you need to notify us within 1 month from the day you received the notification of the increment. In that case the insurance expires with the expiration of the current insurance period.



### DURATION AND VALIDITY OF POLICY

#### Inception of your policy cover

##### How and when is the insurance created

###### The insurance is created:

- at the moment of the conclusion of the insurance contract, i.e. immediately after signature by both parties, or
- at the moment of sending the offer to close the contract to your e-mail address; in that case it is mandatory to pay the first premium to our account in the amount and period of time mentioned in the offer

The insurance can be created later as well, if it is stated in the insurance contract or in the offer for its closure.

It is needed to conclude the insurance contract in writing, otherwise it is invalid. When you accept our offer by paying the premium, the written form of the contract is prereserved. If you modify the text of our offer, it means that it is created a new offer. The creation of the insurance is based on a modified offer is excluded unless we expressly disagree with the proposed changes.

#### Interruption of insurance coverage

The insurance cannot be interrupted.

### Cancellation and fraud

The reasons and conditions of the termination of the insurance are regulated by the civil code, here we mention the most common ones.

#### Most often the insurance expires:

- expiration of the insurance period (for a fixed term insurance contract)
- the termination of the subject of the insurance, if you prove this to us (e.g. Complete destruction of the insured building by fire)
- the death of the insured natural person or the day when the legal entity has ceased to exist without a legal successor
- by agreement of the parties, on the date stipulated on this agreement as the date of termination of this insurance.

#### Termination of insurance

The insurance can be terminated by you (as the policyholder) or by us

- on the last day of each insurance period. The termination of the insurance shall occur after the expiration of the last day of the end of the insurance period. The notice must be served at least 6 weeks before the end of the insurance period
- within 3 months of reporting the insured event from this insurance. The termination of the insurance shall

occur after the expiration of the monthly notice period from the date of delivery of the notice

- within 2 months from the conclusion of the insurance contract or the change of the insurance contract. The termination of the insurance will occur after the expiration of the notice period of 8 days after the delivery of the notice

#### Withdrawal from the insurance

If you have concluded an insurance contract at a distance (e.g. over internet) you (as the policyholder) can withdraw from the insurance contract within 14 days of its conclusion or from the date when you were notified of the insurance policy (if this was done at your request only after the conclusion of the contract).

We may withdraw from the insurance contract or agreement to change it if you (as policyholder) or the insured person do not answer our questions truthfully and completely, and if we do not enter into a contract or agreement to change it upon receipt of complete and truthful information.

By withdrawing from the insurance contract, the contract is cancelled from the outset. The right to withdraw from the contract will expire if you (as policyholder) or we do not use it within 2 months from the date when we discovered or could find the reasons mentioned above.

If you withdraw from the insurance policy, we will refund the premium paid within 1 month from the date of withdrawal, which may be reduced by the insurance benefit already paid. If we resign, within 1 month you will need to refund us the insurance benefit less the premium paid by you.

#### Non payment of premiums

The insurance will expire due to the non payment of the insurance premium on the day following the expiration of the period mentioned in the reminder that we will send to you. The deadline will not be shorter than 1 month.

#### Change of the owner of the property

When the owner of the insured property changes and the change is done in the real estate cadastre:

- does not sign up, the insurance is still valid until the delivery of the owner's change notice sent to you
- it is written (i.e. Ownership transfer is transferred), the insurance ceases on the day of registration of the change in the real estate cadastre

#### Common property of spouses

The expiration of the joint property of the spouses of insurance ceases. The insurance does not expire in the event of the death of the spouses' joint property or a declaration of death of the spouse who has insured the property belonging to the common property of the spouses. In this case,

the surviving spouse enters into the place of death of the deceased (if he/she remains the owner or co-owner of the insured property).

#### Insurance period

The insurance can be arranged for an unlimited time **with an annual insurance period** or for a limited time period (1 to 12 months).

#### CHANGES AFFECTING POLICY

Changes in the insurance contract may be made by agreement between you (as the 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 effect of the amendment to the insurance contract is set out in its appendix.

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

#### Indexation

If you arrange in the insurance contract the valorization of the sum insured, we will modify it on the anniversary date – we will multiply the sum insured by an index of valorization. Under the new insurance amount, we also calculate premiums for the following insurance period.

The valorization index for building insurance is based on the development of the construction price index for the past insurance year. We estimate the building price index, according to data publicly published by the Czech statistical office or ÚRS Praha, a.s.

For household insurance, we change the insured amount and premiums according to the consumer price index of goods and services, which is published by the Czech statistical office.

#### ADDITIONAL INFORMATION

##### Delivery of documents

##### What is the form of the documents related to the insurance

The document may not only have a paper (or "paper") form but also another (for example, electronic) which are the results from the technically available 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, etc.) where it is customary (for example, mail, electronic means of communication, etc.). 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 can we 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 as 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 in the app (if you send the document to us)

In the case of delivery electronically to a contact email address, we consider the document to be delivered:

- 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 to be delivered, for example due to technical issues (if we send it to you)
- the moment of delivery to the mailbox (if you are sending us to us)

In the 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 received or in the case of sending it to our own hands or on delivery:

- day of receipt
- the date of refusal of the 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 he could not accept the consignment (then we will not accept 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 where you can take your documents. When it comes to change, do not forget to inform us right away. Please make sure that you have regular access to the mailbox (whether by mail or e-mail) and that it is sufficiently secure against third-party misuse and access. The same applies not only to other insurance participants we may need to communicate, but of course also for us. If other delivery methods appear in the future, we will be happy to offer them. 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 fading of the delivery and we will treat the document as delivered (even if you have not been able to get acquainted with) . The same applies to other insurance participants with whom we may need to communicate.

#### **Under what conditions is it possible to use our web or mobile application for delivery of the 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 you (as policyholder) are actually using the application.

We consider all activities performed through these applications to be the actions of a registered person who meets the requirements of the written form. The document storage space in these applications also meets the conditions of a permanent data carrier. Our apps are constantly improved, in order to provide you a better service.

The specific list of activities that can be performed in them changes over time. So you can use them simply for what they are technically allowed at the moment. However, always follow the terms of use and instructions given in the application

**IN THE CASE OF DELIVERY BY POST, WE CONSIDER THE DOCUMENT TO BE DELIVERED ON THE DAY OF DEPOSIT AT THE POST OFFICE.**

# 2.6 INSURANCE DECODED

In this section we would like to decode insurance terminology for you and, therefore we provide easy-to-understand, insurance-related definitions.

## ALARM AND EMERGENCY SYSTEM

The alarm and emergency system for burglary protection with acoustic signalling. The design, installation, operation and maintenance of the alarm and emergency system must correspond to a min. grade 1 according to ČSN EN 50131-1 and ČSN CLC/TS50131-7. Compliance of these requirements must be evidenced by the alarm and emergency system certificate.

## ANNIVERSARY

A day in each year that is numerically the same as the day and month of commencement of the insurance (if such a day does not exist, it is the last day of the month).

## APARTMENT ON THE FLOOR

An apartment, whose all building openings (i.e. windows, loggia,

balconies etc.) are located at the bottom edge of the min. 3 m above the level of accessible terrain (e.g. sidewalk, lawn, terrace, pavement etc.).

## ASSURED

The person, whose life, health, property, liability or other interest is covered by the insurance. It can be you or another person.

## ATMOSPHERIC PRECIPITATION

Rain and snow.

## AUTHORIZED PERSON

A person entitled to the assurance benefit.

## AVALANCHE

Fall of snow or ice layers from natural slopes.

## AWNING

Light construction, most often placed above the entrance of the house, window or balcony. It is also used to shade terraces or pergolas roofing.

## BEASTS

Any free wildy living creatures (as defined in Hunting Act No 449/2001 Sb.)

## BUILDING AND HOUSING UNIT UNDER BUILDING MATERIAL

Construction materials, construction products or components designed for the construction, maintenance or reconstruction of the insured family house, cottage or hut. The material must be stored under protective security.

If the material is stored in the open air at the place of insurance, it can be

## COMMON ACTIVITY IN CIVIL LIFE: YOUR DAY TO DAY ACTIVITIES (E.G. CHILDREN PLAYING FOOTBALL, SHOPPING).

insured for the risk of simple theft – building.

The condition is that the material is of a weight or size that does not allow it to be stored in secured spaces.

## BUILDING AND HOUSING UNIT UNDER RECONSTRUCTION

Building on which construction work is in progress, subject to the notification of the building authority, the application for the building permission the conclusion of a public contract or the issue of an unauthorised inspector's certificate.

## BUILDING COMPONENTS

- all objects firmly embedded in the building (including glazing of all inlets and loggias) e.g. water heaters, boilers, sanitary fittings, faucets, built

in wardrobes wall and ceiling lining, glued carpets and other floor coverings firmly connected to the floor including floating floors.

- mechanical security devices, walled safes, anti-theft security systems, fire alarms etc.
- for building insurance, further including built in or tightly connected electrical appliances and built in luminaires
- in the case of household insurance, we pay as well small repairs in the apartment due to damage to the building components, which arise as a consequence of the insurance policy and which the insured person is obliged to pay according to the law

### BUILDING MATERIAL

Construction materials, construction products or components designed for the construction, maintenance or reconstruction of the insured family house, cottage or hut. The material must be stored under protective security.

If the material is stored in the open air at the place of insurance, it can be insured for the risk of simple theft (within the insurance of the building). The condition is that the material is of a weight or size that does not allow it to be stored in secured spaces.

### CENTRALIZED PROTECTION DESK

The centralized protection desk or surveillance and alarm reception center is a device for transmitting signalling from a secured area to a central evaluation site operated by the Czech police or a security service.

### COMMON ACTIVITY IN CIVIL LIFE

Your day to day activities (e.g. children playing football, shopping).

### CONSTRUCTION

A building under construction with a declaration of the building authority or a building permit issued.

**COTTAGE:  
A FAMILY HOUSE  
DESIGNED FOR  
RECREATIONAL  
LIVING. UNLIKE  
HUTS, THE  
DIMENSIONS  
OF THE COTTAGES  
ARE NOT LIMITED.**

### CONSTRUCTION MECHANISMS AND TOOLS

Building mechanisms (e.g. mixers, scaffolding) and tools designed for the construction, maintenance or reconstruction of the insured family house, cottage or hut, apartment in private ownership. These items must be under protective security.

By the main building, under no. 1, is meant an apartment in the personal ownership or cooperative apartment of the insured. These items must be secured.

### COTTAGE

A family house designed for recreational living. Unlike huts, the dimensions of the cottages are not limited.

### CURRENT PRICE

The price that the item had prior to the claim. This price is determined by the new price of the item, taking into account the wear, depreciation or appreciation of the item (e.g. modernization).

### DAMAGE EVENT

Any activity which caused harm.

### DAMAGE TO ITEMS

Damage or destruction of the item, not its loss.

### DAMAGE TO THE ENVIRONMENT

Damage to the environment or its components (e.g. air, soil or living organisms) which also include the consequential damages directly related to environmental pollution (e.g. fish mortality due to water pollution or lost profits).

### DANGEROUS ANIMALS

Predatory cattle, violent poisonous reptiles and insects and other animals that may be seriously hazardous to human life or health.

### DISRUPTION OF HOUSEHOLD ELECTRICAL APPLIANCES

Defect that prevents you from normal using, which is the purpose for which the electrical appliance was made.

### DESTRUCTION OF ITEMS

The state of an item, where the item cannot be any longer used for the original purpose and cannot be restored to the original state by an economically viable repair.

### EARTHQUAKE

Earthquakes caused by geophysical processes in the earth's interior.

### ELECTRICAL APPLIANCES

All appliances that can be supplied with electricity from the grid.

### ELECTRONIC DEVICES

(i.e. devices that use electronic components for their function) – computing and audio-visual equipment including antenna systems, phones, tablets, alarm security and emergency systems and fire alarm systems, communication systems, bells, smart home control units, including accessories.

### EMERGENCY SITUATION

Accidental and unexpected event that is not normal in the operation of the insured building and/or household, restricts its normal operation and requires urgent repair.

### ENTRANCE DOOR

All the doors that lead to the insured apartment (i.e. the garden door, garage door etc.). French windows and garage doors without locks from the outside side of the entrance door are not considered.

### EXPLOSION

Sudden exposure to gas or vapour expansion on the outside, including the explosion of pressure vessels and a sharp vacuum offset.

### FALL OF OBJECTS

The fall of any objects caused by earth gravity to the insured property.



### FAMILY HOUSE

A building designed for housing that has no more than separate apartments and maximum a cellar, ground floor, the 1st floor and the attic. This building must be connected to the ground with a solid base and more than half the floor area of all rooms must be designed for housing.

### FARM ANIMALS

Horses, cattle, sheep, goats, and other larger animals farmed for a financial benefit.

### FENCE

A free standing building which is designed to prevent or restrict movement across a border. The fence usually has pillars and fills or consists of panels or a continuous self-supporting strip.

### FIRE

Fire that originated or spread outside the designated fireplace.

### FLOOD

- flooding of the insurance place with water, which emerged from the shores of a watercourse or water works as a result of natural phenomena (e.g. rainfall, melting, ice shift)
- water flow caused by a water body failure (e.g. cracked dam)

### FRONTAGE

External thermal insulation composite system with thermal insulation made of foamed polystyrene or of mineral wool and with a final surface finish.

### GARAGE

A construction, which is connected to the ground with a solid base and which is used to place motor vehicles.

### GLASS

Except glass and similar materials used for the same purpose (e.g. polycarbonate, plexiglass).

### GROSS NEGLIGENCE

Negligence of caution and prudence breach of law or contracted obligations that caused damage or increase in its consequences (e.g. serious violation of fire regulations, serious violation of traffic regulation, serious violation of technological rules, alcohol or other substance abuse).

### HOUSEKEEPING

Ordinary activities performed in the household and the operation of its facilities (e.g. laundry).

### HOUSING UNIT

A set of rooms that are endowed with housing, including all apartment accessories (i.e. adjacent rooms intended for shared use with the dwelling if they are within a dwelling

unit) including the corresponding co-ownership interest in the common parts of the dwelling.

The apartment must be registered in the real estate register as a housing unit owned by the insured.

By the apartment is not meant secondary areas intended for shared use with the apartment, which are located outside the housing unit (e.g. a separate cellar).

As an apartment in private ownership is considered also a non residential unit, which is designed for permanent living (e.g. a residential atelier).

## FARM ANIMALS: HORSES, CATTLE, SHEEP, GOATS, AND OTHER LARGER ANIMALS FARMED FOR A FINANCIAL BENEFIT.

### HUT

a building connected to the ground with a solid base, which is an endowment designed for recreational living, with a built up area of up to 360 m<sup>3</sup> and a built up area of max. 80 m<sup>2</sup>, including verandas, entrances and basement terraces. It may have the cellar, ground floor and attic as its most.

### IMPACT OF VEHICLES

Impact of any vehicle or its cargo on the insured property.

### INSURANCE YEAR

A year either starting on the day of the beginning of the insurance or on the anniversary.

### INSURED EVENT

the incidental fact for which in accordance with this terms of insurance we provide the assurance benefit in accordance with this insurance guide. For liability insurance, it is an event, when you, people living with you in the same household or other insured persons cause in the insurance validity period unintentional harm to someone else and you are required by law to compensate this harm.

For one insured event, we also consider more events, if at the same time:

- there is a causal link between them
- the connection between the circumstances affecting the occurrence of the insured event and its consequences,

- the individual events and their consequences are immediately connected to each other in time and action and they originated within 72 hours
- successive consequences could not be avoided.

For the purpose of the legal advice insurance, we consider as the insured event if you have a specific legal problem during the validity of the insurance, which is covered by the insurance and which will trigger the need for legal advice. Unless otherwise is stated, the moment of occurrence of the insured event is the moment of the first real or suspected breach of the legal obligation.

Long-term, repeated or multiple violations of legal obligations, where there is a causal link between each violation, we consider as one insured event. The occurrence of the insured event is in this case the first real or suspected violation of the first legal obligation.

### INSURED PERSON

assured and:

- for household, liability insurance and legal advice also for persons living with the insured in the common household
- for building insurance, also other owners of insured building or housing unit



- for liability insurance, also natural persons authorized by you for free:
  - realization of ancillary construction work on building or housing unit insured by this policy
  - care of your pet
  - housekeeping of your household or the execution of routine domestic work in it
  - if they cause the harm within performance of this activity

### INTERNAL INSULATION

Thermal insulation material or a multilayer applied onto the inner side of the peripheral walls, roofs or in the floor structure with a final superficial amendment.

**ORGANIZED SPORT:  
SPORTING EVENTS,  
COMPETITIONS,  
FRIENDLY  
MATCHES,  
TRAINING CAMPS  
AND TRAININGS.**

### ITEMS BROUGHT BY A VISIT

any movable item that can be the subject of home insurance and which a visit has brought to the property.

### LAND SUBSIDENCE

Descent of the earth's surface towards the center of the earth due to the action of natural forces or human activity.

### LANDSLIDE

Movement of rocks or soils along a slope that occurs under the influence of earth gravity or human activity in the event of a failure of the static equilibrium of the slope.

### LIGHTNING STRIKE

Direct lightning strike during which lightning passes across the insured property.

### LIVESTOCK

Breeding of domestic animals, livestock and other animals.

### LOSS OF ITEMS

The condition, where the injured person has lost his/her ability to dispose of the item, independently of his/her will.

### MARKET PRICE

Financial value you would get by selling items.

### MEDICAL AIDS

Compensatory aids (such as hearing aids, wheelchairs, insulin pumps) to which the insured person is dependent, and glasses of all kinds (including solar). We do not consider as medical aids medical supplies, equipment and tools either medicines.

### MONEY, VALUABLES AND DEPOSITS

Meant cash, securities, stamps etc. Damage to deposits means damages caused by withdrawing a deposit from stolen payment cards.

### NET FINANCIAL DAMAGE

Other property damage that does not result in death, injury or damage to property (e.g. fines).

### NEW PRICE

The price, at which you can get the same or comparable item at a given place and at a given time. For building insurance, are costs involved in building a new building of the same type, range and quality, including project and engineering activities and administrative charges are the same.

### OPTICAL INSTRUMENTS

Devices designed to capture or enlarge an image, such as cameras, microscopes etc. Including accessories.



### ORGANIZED SPORT

Sporting events, competitions, friendly matches, training camps and trainings.

### OUTDOOR CONNECTIONS

- water, sewer, gas and electrical connections including valves
- cable distribution
- walled sheds, shafts, cabinets or pillars that are part of the connection

Please note, that outdoor connections must be located in the place of insurance and must be owned by the insured.

### OVERVOLTAGE

Voltage peak in an electrical network or static discharge in the atmosphere.

### OWNERSHIP OF AN INSURED BUILDING OR FLAT

Facts associated with the performance of the ownership of which may be the result of the loss suffered by the insured person as the owner of such insured object (e.g. roof dropping).

### PETS

animals normally kept indoors or in the vicinity (e.g. dogs, cats, poultry, rabbits, fish, reptiles, spiders, rodents).

### PHOTOVOLTAIC POWER PLANT

Must be part of an insured building or secondary structure. It has to be installed, respectively, put into operation in accordance with the requirements of the manufacturers of the individual components.

### PERMANENTLY OCCUPIED BUILDING OR HOUSEHOLD (FLAT)

The building or the flat permanently occupied when used for permanent housing min. 6 months a year. The definition for us is also fulfilled by the building under reconstruction which is not occupied during the reconstruction. However the reconstruction period may not exceed 1 year.

### PERSONAL BELONGINGS

In the case of items inside a vehicle is meant items, which you normally have when you leave home (e.g. handbag, coat, umbrella). We do not consider baggage, gifts, purchases etc. as personal belongings.

### PLANE FALL

Impact or crash of an airplane, helicopter, sailplane or free balloon, its parts or cargo to the insured property.

### PLANTS

Woody trees (e.g. trees, shrubs and subshrubs) that grow in the open ground at the place of insurance at the family house, cottage or hut. These plants must be grown in the Central European climate.

### POLICYHOLDER

The one who concluded the insurance contract with us.

### REAL DAMAGE

Reducing the property of the injured person as compared to the condition before the damage was caused, the costs necessary to bring the property of the injured person to a state prior to the occurrence of the damage.

### RECREATIONAL SPORT

Sport, which is not run in an official club or competition.

### RECREATIONAL SPORT AND RECREATION

the use of small vessels outside of an organised activity (e.g. outside boating troops).

### REFRIGERATING EQUIPMENT

refrigerators, freezers and air conditioning.

### RETAINING WALL

Wall supporting the notch in the original (grown) terrain. It is thicker (i.e. thicker material) than a wall (supporting a rock notch), but thinner than a supporting wall (supporting the causeway).

### RETAINING WALL

A wall, which completes the embankment and shortening or replacing the embankment.

### ROBBERY

Appropriating, damaging or destroying the insured property by the offender through the use of violence or under the threat of immediate violence against the insured person or to whom the insured person has entrusted the care of the insured property.

### ROBBERY OUTSIDE OF YOUR HOME

Appropriation, damage or destruction of the insured property away from the place of insurance (as opposed to „robbery“) if the insured person is wearing it or has it with him/her.

### SAFETY CYLINDRICAL INSERT

A cylindrical insert, which is installed in the security locking lock and which meets at least a min. cl. 2 ČSN EN 1627.

**POLICYHOLDER:  
THE ONE WHO  
CONCLUDED  
THE INSURANCE  
CONTRACT WITH  
US.**

### SAFETY LOCKING SYSTEM

A set consisting of a mortise lock with a safety cylinder and safety fittings (e.g. ROSTEX 802 + FAB 2018 B or ROSTEX R1). The safety locking system also means an electromechanical safety lock meeting the requirements of min. according to the cl. 2 ČSN EN 1627.

### SECONDARY BUILDING

The objects listed below, which are located at the insured place by the family house, cottage, hut:

- all buildings that are connected to the ground with a solid foundation and are located on the same site (e.g. garage, shed, barn, fence including the gate, septic tank, well, pergola, gazebo, swimming pool, underground cellars, support, frames and wall lining)
- technical equipment intended for use with the insured building or secondary building (e.g. gas tank, sewage treatment plant, pool pump or well)
- paved or asphalt surfaces. We do not insure dusty surface areas (e.g. slag, gravel, sand, clay)
- glasshouse – construction and glass fillings
- site facilities
- fireplaces and whirlpools, including those not connected to the ground

with a solid foundation. For whirlpools also those that are not firmly connected to the family house, cottage, hut (electricity or piping)

- grave – a buried grave without a lining or a urn, located in the Czech Republic, with built-up grave area of up to 3 m<sup>2</sup>. The surface of the terrain is covered with a frame and at least partially a cover plate or memorial

## SMALL CONSTRUCTION WORKS SIMPLE CONSTRUCTION WORKS, WHICH DO NOT REQUIRE SPECIAL EXPERTISE OR SKILLS.

- tomb – consisting of a covered shaft, covered by a plate on the surface of the terrain, located in the Czech Republic. The built-up area is greater than 3m<sup>2</sup>. On the surface of the terrain is usually built a building

We consider as well as a secondary building:

- garage in personal ownership, which is located within 500 m from the insured family house, cottages, huts, flats in personal property

In case of an apartment insurance in personal ownership, as a secondary building, are considered:

- nonresidential premises (i.e. the building endowments not intended for housing) owned by the insured, including the corresponding co-ownership interest in the common parts of the building. This space must be located in the same building as the insured apartment
- apartment accessories, i.e. ancillary spaces intended for joint use with an insured apartment, which are located in the same building as the insured apartment but outside their own flat unit
- secondary constructions as defined above located in a fenced garden belonging to an insured dwelling and accessible only to the insured people

### SECONDARY SPACES

- balcony and loggia exclusively used by the insured person
- cellar, storage room, garage etc. used exclusively by the insured person
- public locked place for bicycles, strollers, dryers, laundries, ski rooms and hallways
- common parts of the house (e.g. corridor, land) and only for used of baby strollers, and wheelchairs to which the insured person is dependent

By the secondary space is not meant a cellar, storage room, garage or loggia if it passes through the living space. In these case we approach these places as residential.

### SECURED WINDOWS

building openings:

- with glazing if all are resistant to violent penetration min. according to cl. 2 ČSN EN 1627 (installed grille shutter)
- fitted with special safety glass resistant to violent intrusion min. according to cl. P1/P1A ČSN EN 356
- glazed with a security foil installed from the inside of the glass in such a way that it extends to its edges and meets min. requirements according to cl. P2/P2A ČSN EN 356
- equipped with a functional shutter, pull out, kick off, and shut off, which is secured from the inside of the shut-off system and can only be removed from the outside by coarse violence.

### SECURITY DOORS

Doors with increased burglary resistance min. according to cl. 2 ČSN EN 1627.

Meaning that the door leaf (wings) must be:

- reinforced by sheet metal (at least 1mm thick) or steel grid (with meshes of max. dimensions of 100 x 200 mm made of 6mm diameter steel bars) against puncture
- provided with reinforced curtains with anti-dropping and knocking barriers
- secured at least with three point safety latch locks

### SECURITY FITTINGS

Fittings, which:

- prevents breakage and drilled insertion
- it is not removable from the outside of the door
- meets min. cl. 2 ČSN EN 1627

### SHOCKWAVE

Pressure waves spreading the airborne speed.

### SIMPLE THEFT OF A BABY STROLLER AND/OR WHEELCHAIR

Appropriation of the said subject of insurance.

### SIMPLE THEFT OF BUILDING MATERIALS

Appropriation of building materials.

### SMALL CONSTRUCTION WORKS

Simple construction works, which do not require special expertise or skills.

### SMALL VESSELS

Windsurfing boats, canoes, kayaks and other boats that are not subject to state shipping records (i.e. up to 5 m in length and up to 4kW / sail up to 10m<sup>2</sup>).

### SMALL GARDEN MECHANISATION

- lawn mowers and electric garden machinery (e.g. electric shears for a fence)
- single-axle cultivation machines
- garden mini – tractors
- drive units with an internal combustion engine unless they are subject to road vehicle registration (e.g. brushcutter)

### SPORTS EQUIPMENT

Items needed for sports (e.g. Sports equipment, sportswear, sports shoes).

### STORM

Air flow reaching at the min. of 75 km/h. If the air velocity cannot be determined, it will suffice, if it is proven that the air movement around the place of insurance has caused damage to buildings in perfect condition or equally durable matters.

### STRUCTURES IN POOR TECHNICAL CONDITION

construction which are not properly used or properly maintained. Typically have very damaged elements of long-term life (cracks in the walls and base walls, foundation sagging, frayed roof constructions, strong masonry moisture, deformation of ceiling structure etc.). Alternatively it may have damaged elements of short term life, so that it harms long-life elements (heavily damaged roofing, gutters heavily corroded, missing windows, long term water leakage from damaged pipes etc.).

### SUDDEN LANDSLIDE OF ROCKS AND SOIL

Natural effects caused by sudden landslide or earth or rock collapse.

### SURFACE FLOODING

- flooding of the place of insurance caused by insufficient drainage of atmospheric precipitation to create a coherent water surface
- water flow caused by rain

### SWIMMING POOL

Artificial water tank designed for recreation, which must be at least one half embedded in the ground. These are pools of concrete stainless steel or plastic.

We do not consider as swimming pool inflatable pools, overground pools or partially recessed pools that are not intended for this installation by the manufacturer.

### TEMPORARILY OCCUPIED BUILDING OR HOUSEHOLD

Building or household used for temporary housing which is less than 6 months per year.

### THE USE OF SMALL VESSELS FOR RECREATIONAL SPORT AND RECREATION

The use of small vessels outside of an organised activity (e.g. outside boating troops).

## EXPLOSION: SUDDEN EXPOSURE TO GAS OR VAPOUR EXPANSION ON THE OUTSIDE, INCLUDING THE EXPLOSION OF PRESSURE VESSELS AND A SHARP VACUUM OFFSET.

### THEFT BY BURGLARY

Theft, damage or destruction of the insured property after the obstacle has been overcome.

### UNDERVOLTAGE

Sudden voltage drop in power supply.

### VANDALISM

Wilful damage or wilful destruction of the insured property by someone other than the policyholder and the insured person, a person close to them or a person living with the insured person in a common household.

### VALUABLES

- artworks
- articles of precious metals, precious stones, pearls, jewellery, watches, genuine fur coats, hand – woven rugs and other valuable items (musical instruments, coins etc.)
- antiques, i.e. things of artistic value or unique objects usually older than 100 years
- items of historical value
- items of collectible value and collections, i.e. sets of objects of the same character and collector interest, the sum of the values of the individual items constituting the collection being lower than the value of the collections as a whole

### WALL CLADDING

A wall that protects the sloping rock slope from the effects of weathering.

### WATER FROM THE WATER SUPPLY SYSTEM

Liquid or water vapour escaping from the water system or its accessories.

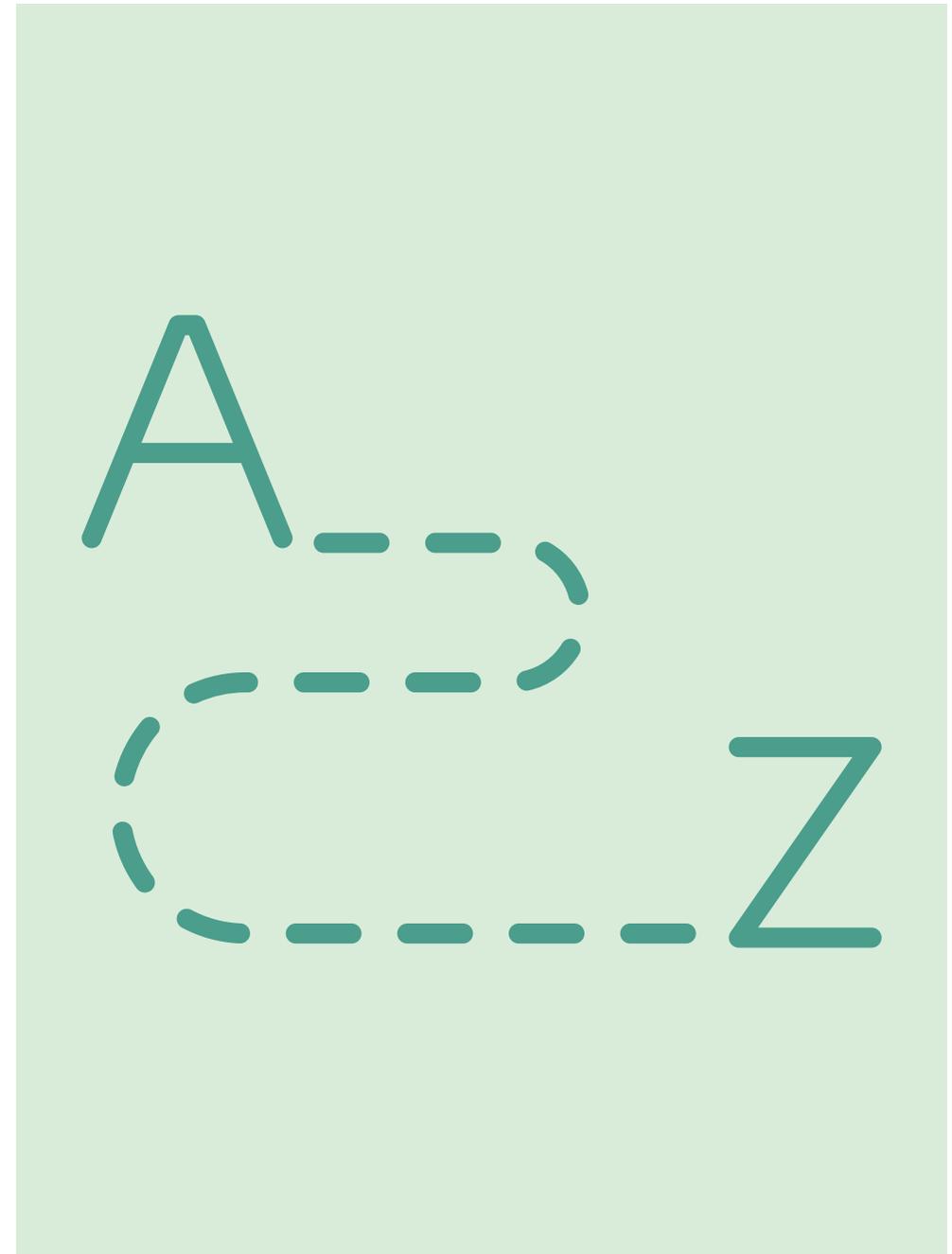
### WATER SUPPLY SYSTEM

- inlet and outlet pipelines for drinking or process water, including fittings and equipment attached thereto
- fixed sanitary fixtures
- heating system including boilers and heating elements
- internal piping designed for rainwater drainage
- internal distribution systems of ventilation air – conditioning or solar equipment, including equipment attached thereto
- internal distribution systems of extinguishing equipment, including devices connected to them, only if their integrity is suddenly impaired

We do not consider external rain gutters and downspouts as water supply systems.

### WEAR

Natural loss of value of an item caused by aging, use or exposure to external influences of a longer duration (e.g. by the persistence of thermal or mechanical effects).



# 3. USEFUL TIPS

In this chapter, you will find our non-binding tips, how to better protect your property against possible losses.

## TIPS REGARDING THEFT



If it is possible, keep doors and windows closed and locked, especially when you are leaving home. An open window or door is an invitation for burglars.



Secure jewels and other valuables in a lockbox or a safe. Be careful about small movable boxes – burglar can take them easily away with him. A safe bolted to a wall or the floor is much better choice. Its access codes and keys should be of course well hidden and you should give them only to trusted persons.



Take care of your keys. Don't leave them without attention and don't add to them any identification of what they are from.



When you are leaving for a longer period, ask e.g. neighbours to keep your post box empty. The post box full of leaflets means that the owner of the flat is far.



Give some trusted person, who lives nearby, your phone number to be able to contact you when you are away if something strange happened during your absence.



Adhere to the principle "Selfie from the sea shore at the net after arrival from holidays". You never know who can because of it find out that your flat is empty...

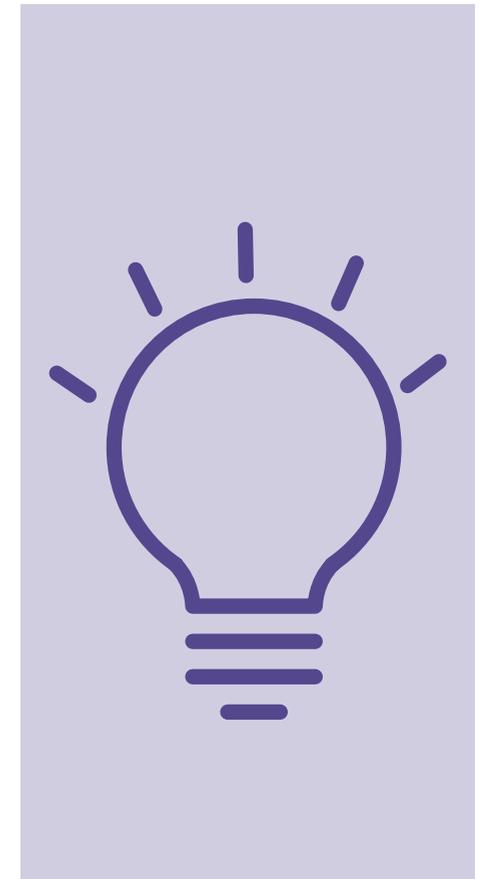


Consider connecting some lamp to the timer socket. If the apartment shines in the evening, it can discourage thieves.

## TIPS REGARDING WEATHER



Unplug electrical appliances from the network before leaving home for vacations. It will not only prevent your computer from overvoltage during storm, but also a kettle cannot start burning spontaneously.



### TIPS REGARDING WATER DAMAGES



- check time to time, that there is not any water leakage at your attic because of a cracked roof tile



- close windows before raining. Water can leak also through micro ventilation, a gust of wind can turn off an unsecured window
- when a windstorm is coming, hide all things from outside, which could be taken away



- regular monitoring of health of trees at your garden can help identify the ones, which could fall at the next windstorm and cause a disaster
- at least twice a year, make sure that leaves, sticks or other dirt do not block the drainage of rainwater by eaves or lead-out



- when you are leaving home for longer time, shut off water supply valves. If it is not possible (e.g. automatic watering system), shut off the valves at least to dishwashers and washing machines
- regularly replace inlet hoses of toilets, washbasins, etc. Their failure is a very common reason for domestic flood
- if you are going to a trip in the winter time, ensure that the minimum temperature in the apartment is maintained in order not to freeze the water in the pipes

### TIPS REGARDING FIRE



- never let open fire unattended (candles, fireplaces, Advent wreaths, Christmas trees with burning sparklers etc.)
- prevent that your children play with matches
- ensure regular chimney cleaning; not only there are penalties for failing to comply with this statutory duty, but the risk of ignition of soot is highly realistic; such fires occur in the Czech Republic even 1.5 times more than people die on the roads per year; you can find precise information about the required cleaning frequency in the current decree, it can be even several times a year
- we recommend also regular controls of boilers, which can be legislation-given as well

- and as we wrote above – the safe kettle is the unplugged one
- smoke alarms can help in case of fire. Test them once a month and replace the batteries at least once a year



# 4. QUESTIONS YOU MIGHT STILL HAVE

In this section you will give you answers on the most frequent customer questions relating to: e. g. how to pay premium or where is your insurance valid.

## 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 MyAllianz and even collection from your bank account.

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

Number for property 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?

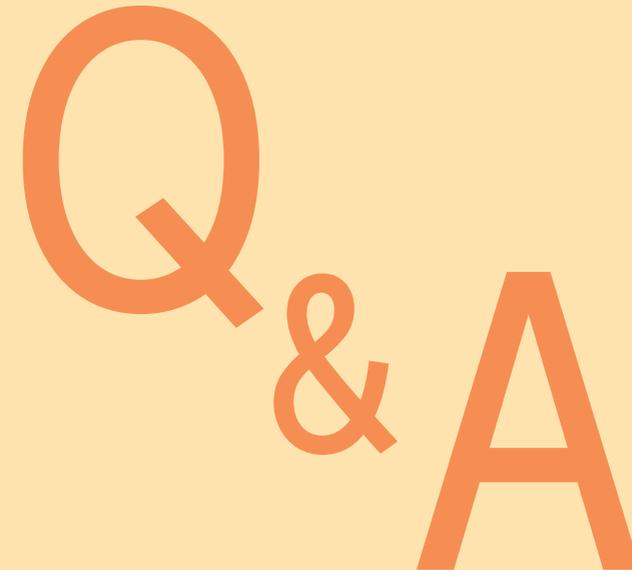
We send an annual letters with payment details two months before the anniversary date of contract.

Where and how can you 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.



# 5. HELP US BE BETTER

We are always aiming to deliver great customer service. If you have any concerns or issues, we will take care of them with the highest priority. 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**

If you need any assistance, contact us 24 hours a day, 7 days a week.

Contact number: +420 241 170 000

**Valid from December 10, 2018**