

### Allianz contact center

Our specialists in the contact center are always available and ready for you to resolve any related request with your contract.

You can contact us during weekdays between 8 am and 7 pm and during the weekends between 9 am and 6 pm.

Telephone number: +420 241 170 000

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

### Allianz assistance services

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

Telephone number: +420 241 170 000



# INSURANCE BENEFITS GUIDE

Valid from the 1. 5. 2022

**ENGLISH VERSION  
IS NOT LEGALLY BINDING.**

**Allianz** 

# WELCOME TO ALLIANZ

**THANK YOU FOR THE TRUST WITH WHICH  
YOU CHOOSE US AS A PARTNER FOR  
YOUR BUSINESS INSURANCE.**



We are one of the largest insurance companies in the world, which was established in 1890. Thanks to this experience, innovation and knowledge of the risks that can occur, we will protect you and your business if something unexpected happens.

**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 – an introduction containing the most important of the insurance conditions
- insurance conditions – a description of what is and is not insured, against what and how it works in case of damages, including an explanation of the terms used
- tips for a safer business
- answers to frequently asked questions

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# 1. PRE-CONTRACTUAL INFORMATION



IN THIS CHAPTER YOU WILL FIND BRIEF PRODUCT INFORMATION OF MY COMPANY INSURANCE AND BASIC ADVICE ON WHAT TO DO IF YOU NEED OUR HELP. SPECIFIC INFORMATION IS CONTAINED IN THE INSURANCE CONTRACT AND INSURANCE CONDITIONS (CHAPTER 2).

READ THE CONDITIONS OF INSURANCE AND THE INSURANCE CONTRACT BEFORE CONCLUDING THE INSURANCE.

## BASIC RULES

We conclude an insurance contract to which you are a party. If we use the terms you, your, yours, etc., we mean you as the Policyholder or the Insured and, in addition to you, other participants in the insurance, if they are people different from you. If we mean you only in a certain role (Policyholder or Insured), we will draw your attention to it. The other contracting party is us, ie Allianz pojišťovna, a. s. If we use the term insurance company or insurer, it is still us.

In the case of delivery by post, we arrange a contact postal address at the registered offices of our company and yours.

Capitalized terms are explained in detail in the Glossary chapter.

### Who are we?

#### INSURANCE COMPANY (PERFORMS IN THE ROLE OF THE INSURER)

Allianz pojišťovna, a. s.

#### HEADQUARTERS

Czech republic, 186 00 Prague 8, Ke Štvanici 656/3

#### INFORMATION OF REGISTRATION

IČO (company registration number) 47 11 59 71,  
registered in the commercial register at the Municipal  
Court in Prague, Section B, entry 1815

#### LEGAL FORM

joint-stock company

#### SCOPE OF BUSINESS

insurance, reinsurance and related activities

#### ELECTRONIC CONTACT

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

#### TELEPHONE NUMBER

+420 241 170 000

#### WEBSITE

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

### Where can you find information about our financial situation?

You can find the report on solvency and our financial situation on our website at this address: [www.allianz.cz/vse-o-allianz/o-nas.html](http://www.allianz.cz/vse-o-allianz/o-nas.html).

### What about taxes?

Premiums, ie the amount paid for insurance, are not subject to value added tax and insurance benefits, ie compensation for damage, are not subject (unless it is a benefit replacing income) to income tax. However, the legislation may introduce such an obligation in the future.

### What to do if you want to report a damage?

If a damage occurs to you from any of the agreed insurances:

- prevent a possible increase in the extent of damage, e.g. close the water supply to a cracked water pipe, restore the security of the area in cases of burglary, or do not let the Building flow after the storm damaged the roof
- report the occurrence and circumstances of the damage to us without undue delay by phone at +420 241 170 000 or on the website [www.allianz.cz/hlaseni](http://www.allianz.cz/hlaseni)
- call the Police of the Czech Republic if there is a Theft, Robbery or damage to property by a vandal, or if a crime has been committed
- if possible, photograph the damaged object, the space and the cause of the damage (e.g. fallen tree, cracked pipe); try to take a picture of the damaged object as well as a general view of the damaged object or Building
- find out information (e.g. identification data) about a possible culprit, if you know that another person is responsible for the damage

### What to do if you are not satisfied with something?

You can make a complaint:

- to us in writing or by telephone to the previous mentioned contacts

- to the Czech National Bank with its registered office at Na Příkopě 28, 115 03 Prague 1, which supervises us
- to the general courts of the Czech Republic, if you decide to resolve any disputes in court

### What is the method of rewarding an employee of an insurance company or insurance intermediary for the agreed insurance?

The employees of the insurance company are remunerated according to the employment contract. The insurance intermediary is remunerated by a contractual commission by the insurance company or its superior entity. The insurance broker's fee is included in the premium you pay.

### What governs My Company insurance?

The insurance is governed by the law of the Czech Republic, especially Act. No. 89/2012 Coll., the Civil Code (hereinafter the Civil Code). We use the Czech language for concluding the insurance contract, liquidating the damage and for all other communication. We archive concluded insurance contracts. If you are interested in looking into our archived insurance contract, contact us.

**How will we act and communicate legally?**

If you have arranged MojeAllianz service, this agreement takes precedence over the provisions of the Insurance Contract and the insurance conditions governing electronic communication. If you have not agreed on this service, we will legally negotiate, communicate and deliver to each other primarily electronically. In such a case, electronic communication means communication conducted primarily via email and telephone. It is possible to act legally by electronic communication even if the law requires a written form for legal action. Therefore, we need you to provide your contact email and telephone number in order to deliver. However, we are also entitled to contact you using other means that you provide to us or that can be ascertained from publicly available sources. Although the primary mutual communication channel will be e-mail and telephone, the possibility of communicating in paper form will continue to be maintained, especially in cases where the law explicitly requires it."

## BRIEF OVERVIEW OF MY COMPANY INSURANCE

Let's go through the individual insurances briefly, in the chapter Conditions of insurance you will find a more detailed description.

My Company insurance is an insurance for entrepreneurs and serves primarily to help you in case of damage to your property (Buildings and movables) used for business by various negative influences. It also includes liability insurance and assistance services.

My Company insurance is also intended for non-business natural persons, in which case it is exclusively the protection of property during its Lease for Business (more in the Glossary).

### INSURANCE OF MOVABLE ITEMS

We will insure a set of items that form the equipment of the establishment and serve to your business (production and operating equipment, supplies and goods).

### BUILDING INSURANCE

Under certain conditions, you can arrange the insurance for Buildings, sets of Buildings and non-residential premises. You can also insure the so-called Ancillary Buildings (e.g.

	COMFORT	PLUS	EXTRA	MAX
LIABILITY BASE	✓	✓	✓	✓
FLEXA	✓	✓	✓	✓
NATCAT	✓	✓	✓	✓
BUSINESS INTERRUPTION	✓	✓	✓	✓
INSURED EXPENSES	✓	✓	✓	✓
ASSISTANCE BASE	✓	✓	✓	✓
WATER DAMAGE		✓	✓	✓
GLASS BREAKAGE		✓	✓	✓
BURGLARY AND ROBBERY			✓	✓
VANDALISM			✓	✓
BREAKAGE OF MACHINERY AND ELECTRIC DEVICES				✓
LIABILITY EXTENDED				✓
ASSISTANCE EXTENDED				✓
EARTHQUAKE (OPTIONAL COVERAGE)	Possible to add to the insurance	Possible to add to the insurance	Possible to add to the insurance	Possible to add to the insurance

warehouse, Garage, Swimming Pool) and Building Components. We only insure Buildings in good technical condition, which are permanently used.

**What insurance can we offer you?**  
We offer insurance in four packages.  
**What is the meaning of individual insurances?**

### LIABILITY BASE

We will compensate you for any damage you cause to someone else's operating activities or Product Defect, and you are required by law to compensate for it.

We will cover for you:

- Damage caused by damage,

- destruction or loss of property
- harm from personal injury and death, including the mental suffering of their loved ones
- damage from injury, death or loss of an animal
- consequential damage

### FLEXA

We will compensate for damages caused by Fire, smoke, Explosion, Lightning Strike, implosion, Plane Crash, Shock Wave, Crash of an Object on the Insured Property, Vehicle Crash on the Insured Property.

### NATCAT

We will compensate for damage caused by Hurricanes, hail, Floods, Inundation, Atmospheric Precipitation, snow gravity and pressure, snow or ice landslides, landslides and Avalanches.

### BUSINESS INTERRUPTION

In the event of interruption or restriction of your business due to an Insured event, according to the selected package, we will cover:

- Loss of profits
- fixed costs (e.g. for wages) and additional costs (e.g. costs for mitigating the consequences of the Insured event, for renting alternative premises, etc.)

### INSURED EXPENSES

In addition to rescue costs, we will also cover the costs of demolition, tearing down or dismantling of building components, evacuation of Insured Property, including removal and

removal of debris, drying or cleaning, costs of moving and storing insured items, renewing documentation, replacing the lock insert and re-acquiring or filling the fire extinguisher.

### ASSISTANCE BASE

We provide and cover for:

- emergency assistance (e.g. water leaking from pipes, clogged toilet or malfunctioning heating) and slammed doors
- assistance in the sudden appearance of rodents or difficult insects (so-called deratization and disinsection)

### WATER DAMAGE

We will compensate for damages caused as a result of a sudden failure by water, other liquid or steam from the Plumbing system (e.g. due to cracked pipes), technological units, aquariums, Swimming pools, saunas and gutters. We will also compensate for damage caused by the outflow of water from the waste pipe, malfunction of the sprinkler fire extinguisher, frost on the Water supply system and loss of water.

### GLASS BREAKAGE

We will cover damage caused by breaking glass and similar materials (polycarbonate, plexiglass).

### BURGLARY AND ROBBERY

We will cover damages caused by Theft and Robbery.

### VANDALISM

We will cover damages caused by Vandalism, damage to the Fence by

Game, damage to the Internal insulation by rodents or marten beasts, and damage to the Facade by animals or insects and Damage to Items in the car caused by a traffic accident.

### BREAKAGE OF MACHINERY AND ELECTRIC DEVICES

We will cover damages caused by e.g. overvoltage, undervoltage, short circuit, operator error and malfunction of electronics and machines, the Cooling device, or malfunction of the Cooling device caused by a power failure.

### LIABILITY EXTENDED

In addition to liability for you, we will cover sudden and unexpected damage to the environment.

### ASSISTANCE EXTENDED

We will assist you if you lose data due to an electronic failure of your computer technology.

### EARTHQUAKE (OPTIONAL)

If you arrange this insurance, we will compensate you for the damage caused by an earthquake.

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

The insurance indemnity is based on the actual damage. For each insurance, the highest possible insurance indemnity is determined by the insurance contract, the offer to conclude it or the conditions of the insurance as the sum insured or a specific limit.

The sum insured must be determined so that it corresponds to the value of the insured item for the entire period of insurance. If the sum insured is lower than the value of the insured property (so-called underinsurance), we can proportionally reduce the amount we will pay you. We derive the amount paid out from the price at which you can repurchase the item, but in some cases we also take into account wear and tear (e.g. for Buildings with wear and tear higher than 70%). The indemnity limit is set at a fixed amount.

If the co-participation is agreed in the contract (ie the amount by which you participate in the damage), it is deducted from the insurance indemnity.

### Where is the insurance valid?

The insurance covers Insured events that occurred at the place of insurance specified in the insurance contract. Liability insurance is valid within the EU, Switzerland, Norway, Iceland and Liechtenstein. The insurance Items in the car, Items outside the place of insurance and mobile electronics are valid within the EU, Switzerland, Norway, Iceland and Liechtenstein.

### How and when does the insurance take place?

The insurance is arranged:

- at the time of concluding the insurance contract, ie immediately after signature by both parties, or

- at the time of payment of the insurance premium on the basis of the offer for the conclusion of the contract, which we sent to your e-mail address; in this case, the condition for the payment of the first premium to our account in the amount and within the period specified in this offer

The insurance may also arise later, if it is stated in the insurance contract or the offer to conclude it. If you modify the text of our offer in any way, it is a new offer.

The creation of insurance on the basis of a modified offer is excluded if we do not explicitly agree to the proposed changes.

#### Is it possible to interrupt the insurance?

The insurance cannot be interrupted.

#### In which cases is it possible to withdraw from the insurance?

If we concluded the insurance contract remotely (e.g. via internet), you can withdraw from the insurance contract without giving a reason within 14 days of its conclusion or from the day when the insurance conditions were communicated to you (if this occurred at your request after concluding the contract).

We may withdraw from an insurance contract or agreement to change it if you do not answer our questions truthfully and completely when concluding it, and if we do not conclude the contract or agreement on its change upon receipt of complete and true information.

A withdrawal from the insurance contract terminates the contract from the beginning. The right to withdraw from the contract expires if you or we do not use it within 2 months from the day when we found out or could find out the above reasons.

If you withdraw from the insurance contract, we will return the paid premium to you within 1 month from the date of withdrawal, or we may reduce by the already paid insurance indemnity. If we withdraw, you will return any indemnity paid to us within 1 month, less the premium paid by you.

#### How long does the insurance last?

The insurance lasts from the date of commencement of the insurance specified in the insurance contract and is arranged for an indefinite period with an annual insurance period.

#### How can the insurance expire?

The reasons and conditions for the termination of the insurance are regulated by the Civil Code, here we mention the most common ones.

The insurance may terminate in particular:

- on the day of registration of the change of the owner of the insured Building in the real estate cadastre
- termination of the subject of insurance (e.g. complete destruction of the insured Building by Fire)
- if the insured natural person dies, in such a case the insurance expires on

the day when the resolution on the termination of the inheritance proceedings takes legal effect

- the day on which the legal entity ceased to exist without a legal successor
- if you do not pay the premium, in which case we will send you a reminder stating the deadline for payment, and if you do not pay within this period, the insurance will expire; the period specified by us will not be shorter than 1 month

#### How can you terminate the insurance?

You can terminate the insurance, for example:

- by a termination notice:
  - at the end of the insurance period; in this case, the notice must be delivered to us no later than six weeks before the end of the insurance period; if the notice arrives later, the insurance expires at the end of the following insurance period
  - with a one-month termination notice period within three months from the date of notification of the occurrence of the Insured Event; the termination notice period begins on the day following the delivery of the notice
  - with an eight-day termination notice period within two months from the date of concluding the insurance contract; the notice period begins on the day following the delivery of the termination notice
- by an agreement with us
- withdrawal from the insurance contract according to the Civil Code

#### Does the insurance cover everything?

The insurance provides coverage for a wide range of unpleasant situations, however does not cover everything. Above all, it should be noted that the insurance only covers incidental events. We will not reimburse you for damages, especially in the case of:

- when the cause is different from those whose insurance we have agreed in the contract
- when the damage occurred before the beginning of the insurance
- Gross negligence or willful misconduct on the part of you, your employee or another person whom you have entrusted with the performance of your business activities, or persons close to you
- Your conduct or the conduct of your employee or another person whom you have authorized to carry out your business activities, or a person close to you under the influence of alcohol or other addictive substances
- when the damage was caused by fungi, molds, spores or Contagious diseases of humans, animals or plants; damages caused as a result of ingestion of defective food, beverages or feed produced or delivered by the insured are not excluded (e.g. salmonellosis or listeriosis)

From the insurance of Building and movables items, we will not reimburse you in particular:

- damage to certain items, such as selected means of transport or intellectual property (copyright, etc.)

- Damages to items not owned by the Insured persons (except for foreign items used by the Insured or taken over by the Insured on the basis of a contract)
- long-term damage that you could have prevented
- cyber event and data damage

Furthermore, we must point out that the insurance does not cover damage arising from insurance risks Flood, Inundation and snow, if this damage occurred within 10 days (inclusive) from the date of the agreement.

In addition, we will not reimburse in particular from liability insurance:

- damage that is not directly related to damage to property or damage to health, the so-called Net financial damage
- damages caused to people close to you or close to your partners (damages to the rented building and damages caused by the exercise of ownership of the building will be reimbursed under certain conditions)
- damage for which you are not responsible
- damage that you have caused by an activity for which you are not authorized, or if you have assumed liability beyond what is required by law or contract

Assistance services do not cover, for example, preventive interventions, statutory inspections or inspections.

It is important to always get thoroughly acquainted with what exactly is insured (e.g. what is and what is not part of the Building insurance) and against what dangers the insured item is protected (e.g. what we mean by Flood and Inundation, when it is burglary).

#### **By when do we have to pay the insurance indemnity?**

After the end of the investigation of damage, we will inform you about its result and we will send you any insurance indemnity within 15 days from the end of the investigation.

#### **What is a premium and how is it determined?**

Premium is the price for the agreed insurance and includes our estimated costs of indemnity, administrative costs and profit. We calculate premiums on the basis of actuarial methods using our own statistical data for the annual insurance period. The amount of the insurance premium is stated in the insurance contract.

Premiums are affected by, among others:

- riskiness of the place of insurance
- type of insured Building
- Your business activity and the amount of income from it
- any damages during the insurance period
- costs related to the administration of the insurance contract

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

The amount of the premium, the method and frequency of its payment are specified in the insurance contract or in the offer for its conclusion. You can pay premiums annually, semi-annually, quarterly or monthly.

When you conclude 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 given period. If you do not pay it, the insurance will not be concluded and you will not be insured. You can pay, for example, by bank transfer from an account.

#### **What can be your additional costs beyond the premium?**

All payments in excess of the premium are listed in the current fee schedule (Sazebník poplatků), which can be found on our website [www.allianz.cz](http://www.allianz.cz) (e.g. this is a fee for sending a reminder to pay the premium). During the insurance period, we may adjust the fee schedule under mutually agreed conditions.

#### **What are your insurance obligations?**

First of all, when arranging the insurance, you must:

- always provide true and complete information

During the insurance period, you must in particular:

- pay on time and in full the amount of the premium we have agreed
- inform us as soon as possible of any change in the details of the contract,

especially (but not only) if you have changed your core business or your business income or amount of employees has increased by more than 20%

In case of damage, you must first of all:

- take the necessary measures to ensure that the damage does not increase further
- notify us without undue delay of the occurrence of the damage and truthfully describe the circumstances of its occurrence
- describe the extent of the damage and submit the documentation required by us
- follow our instructions (e.g. do not change the condition of the goods after the damage and remove the consequences of the damage only after our consent, if for serious reasons, e.g. hygienic, you do not have to start work earlier)
- let us know if you have the damaged property or liability insured with another insurance company

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

In the event that you or another person entitled to indemnity breaches its contractual or legal obligations, we may reduce or refuse the indemnity or we have the right to a refund of the indemnity paid. Breach of obligations can also be a reason for early termination of insurance.



# INFORMATION ON PROCESSING OF PERSONAL DATA FOR YOU AS AN INSURANCE COMPANY / INSURED

## Why do we process personal data?

An overview of the main purposes of processing for which we do not require consent can be found in the following table:

## Who is the data controller?

It is us, Allianz Insurance, a.s.  
Personal data Protection Officer you

can contact using the contacts listed in the introduction to the Pre-contractual Information.

WHY DO WE PROCESS PERSONAL DATA?	WHY DO WE HAVE THE RIGHT TO PROCESS PERSONAL DATA?	CAN THE PROCESSING BE APPEALED?
Client identification	To fulfill the contract	No
Conclusion of the insurance contract, its administration and mutual communication for the fulfillment of contractual obligations	To fulfill the contract	No
Provision of benefits from the insurance contract, investigation of Insurance claims and other benefits (e.g. assistance services)	To fulfill the contract	No
Finding out the requirements, goals and needs of the client, financial data within the suitability test, so that we can provide you with recommendations or advice	To fulfill legal obligations	No
Storage of documents and records of meetings	To fulfill legal obligations	No
Cooperation for the tax administration, the Czech National Bank, the Czech Insurance Association, courts, law enforcement agencies and other public authorities	To fulfill legal obligations	No
Implementation of measures against the legalization of proceeds from crime	To fulfill legal obligations	No
Sending offers of our products and services (so-called direct marketing)	It is our legitimate interest	No, but you can object to the processing * Based on it we will not send further offers
Protection of the rights and legally protected interests of the insurance company (prevention and detection of insurance fraud or other illegal acts, court 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 the limitation period and for the period of necessary archiving	It is our legitimate interest	No, but you can object to the processing *
Sharing personal data within Allianz Group	It is our legitimate interest	No, but you can object to the processing *
Carrying out audits to comply with legal obligations and internal company regulations	To fulfill legal obligations and it is also our legitimate interest	No, but you can object to processing based on legitimate interest *
Redistribution of risks by reinsurance or co-insurance	It's our legitimate interest, though in some cases we may be entitled under the law	No, but you can object to processing based on legitimate interest *

\* You can object at any time. If you do so, we are required to prove to you that there are serious legitimate reasons for our processing that outweigh your interests or your rights and freedoms. Until we decide how to handle your objection, we will

limit the processing of your personal data, which we process on the basis of a legitimate interest.

In fulfilling the above purposes, we may process special categories of personal data, which may be health data. The legal reason for processing is the determination, enforcement or defense of legal claims.

If you are interested in receiving offers of products and services of our business partners (so-called indirect marketing), we need your consent. You can revoke your consent at any time. We will no longer use the revoked personal data, however, we will keep it in our systems for the period specified below in order to be able to prove the legitimacy of the processing before revoking the consent. Withdrawal of consent does not affect the processing performed before the revocation was delivered to us.

#### What personal data do we process?

We process all personal data that:

- you provided during the arrangement or in the insurance contract (e.g. identification and contact details, personal document number, birth number, details for finding out the client's requirements, goals and needs, details about the property you want to insure)
- we obtain from our mutual communication (details of the case such as details of damage and expenses, location data)
- we find out during the provision of performance and use of services, especially during the investigation of the Insured event (e.g. we also

process information on criminal offenses, sensitive data such as data on health status including death, bank account data or tax identification number)

We cannot offer or provide you with our services without processing this data. Therefore, most of the law does not require special consent to process personal data.

In the insurance contract, we obtained your personal data and the personal data of the Insured directly from you or from another person, therefore their accuracy is confirmed by you and the Insured by your signature or conclusion of the contract. Data on the Insured's health can also be obtained from medical facilities or a doctor

In the event of an Insured Event, we may obtain data on the Insured's state of health from the providers of health services with which the Insured is being treated, has been or will be treated. We may request reports, extracts or copies of medical documentation or we may request an inspection or examination of the Insured by an authorized medical facility. We can also obtain this health information through our contracted assistance company.

#### Who can work with or have access to the data?

We try to keep the circle of people who have access to personal data to a minimum. It can be processed by our

employees and other people who work for us. In addition, personal data may be shared within the Allianz Group. It can also be processed by our contractual partners, such as IT technology providers, reinsurers, co-insurers, assistance service providers, independent claims adjusters, insurance intermediaries, legal or tax representatives or auditors. The Insured's personal data may also be further processed by our contracted physicians, experts and companies providing assistance services. According to the law, we may share information about your insurance with other insurance companies for the purpose of preventing and detecting insurance fraud and other illegal activities, either directly or through the Czech Insurance Association, as well as with public authorities such as public prosecutor's offices, courts, tax administration, Czech National Bank among others. Other persons specified in the insurance contract may also have access to personal data for example, persons authorized to accept insurance benefits in the event of an Insured Event.

#### Is personal data processed abroad?

Within the Allianz Group, we have concluded so-called binding corporate rules, which allow us to transfer personal data outside the EEC while maintaining a high level of protection. Binding corporate rules guarantee that a high level of personal data protection in the EEC will be respected in other countries as well.

Apart from the EEC, we may also transfer personal data on the basis of a decision of the European Commission on the so-called adequate protection and also under the fulfillment of appropriate guarantees or within the exceptions for specific situations.

#### How long do we have the data with us?

We process personal data for the period for which the insurance contract is concluded. After the termination of the insurance contract, personal data will be accessible to a limited number of people, until the expiration date and for the period of necessary archiving.

We can send you offers of our products and services for another 1 year after the termination of all contractual relations with us

If you have agreed to indirect marketing in the contract, we may send you the relevant marketing offers 1 year after the termination of all contractual relations with us.

#### What are your rights?

In connection with the processing of personal data, you have the right to:

- at your request, provided you with information about what data we process about you and other information about this processing, including a copy of the processed personal data (the so-called right of access).
- at your request, correct or supplement your personal data

- delete your personal data from our systems if:
  - we no longer need them for further processing
  - you have revoked your consent to their processing
  - you have rightly objected to their processing
  - have been processed illegally or must be deleted in accordance with legal regulations
- restrict the processing of your personal data (e.g. if you claim that the processing is illegal and we verify the veracity of such a claim, or until your objection to the processing is resolved)
- provide you with your personal data, which you have provided to us on the basis of your consent or for the fulfillment of the contract, and which we process automatically, in a format that allows them to be transferred to another administrator.
- on the basis of your withdrawal of consent, have stopped processing personal data for the processing of which you have given us consent

You may also object to the processing of personal data in the cases listed under Why we process personal data, including against the profiling of such information. An example is the objection to sending marketing offers for our products and services and to profiling (see below for an explanation).

If you wish to conduct any of these rights, please contact us at any of the previously mentioned contacts. You can also use the forms provided on the website (see Where can you find out more about the processing of personal data?). You can also revoke your consent to so-called indirect marketing via the link provided in each electronically sent marketing offer

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

#### How does automated individual decision-making and profiling work?

Data processing, which takes place automatically on the basis of algorithms (thus performed by a computer, not a human) and which results in a decision that has legal effects for you or significantly affects you in a similar way, such as setting the price of insurance.

Based on information about the property (especially the location, type of construction and method of construction, condition and age of the property, method of security, quality of equipment), the system assesses the risk and then calculates the price of the selected insurance. Based on some of

this information, we can limit the scope of insurance for the property (e.g. it will not be possible to arrange some risks). The premium is higher for more expensive real estate or for real estate in poorer technical condition.

#### Where can you find out more about the processing of personal data?

Details and current information on the processing of personal data can be found at [www.allianz.cz/ochrana-udaju](http://www.allianz.cz/ochrana-udaju).



# 2. INSURANCE CONDITIONS

**WE WOULD LIKE TO INTRODUCE YOU THE INSURANCE FOR YOUR COMPANY.**

This insurance provides protection for your property (Building, movables) and will help with damage you cause to others (liability).

The insurance conditions are an integral part of the insurance contract, including any amendments and clauses. The written contract may also include our written questions with respect to the insurance being arranged and your answers to them.

In addition to the insurance contract, we follow the rules set out in Act No. 89/2012 Coll., The Civil Code (we will also call it the CC or the Civil Code) and in related legal regulations.

Please read the pre-contractual information, insurance contract and insurance conditions carefully.

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

Of course, this does not apply to those legal provisions from which it is not possible to deviate. These must always apply and take precedence over the insurance contract.

If a thing is not regulated in the insurance contract or in the insurance conditions, we will follow the rules set out in legal regulations (e.g. in the Trademark you will find rules for how we handle the Insured Event, how we proceed when changing insurance risk, etc.).

Insurance under an insurance contract that we have concluded together is private insurance. It is governed by the law of the Czech Republic and the general courts of the Czech Republic are competent to resolve any disputes.

# 2.1 WHAT CAN BE INSURED?

**In this section you will find all the information about the individual insurances offered. Please note that your insurance contract only covers those risks that are part of the package of your choice, as described in the insurance contract.**

## INSURED ACTIVITIES

My Company insurance covers all your business activities, except those that are excluded in the insurance conditions. Activities related to your business activities are also insured.

If you are a non-business natural person, then property insurance covers business activities legitimately run by the tenant in the leased property and for the purpose of liability insurance, the insured activity is exclusively the ownership and rental of the insured property.

## SUMS INSURED AND LIMITS

For each agreed insurance coverage, we will pay damages up to the amount of the insurance amount or the limit specified in your insurance contract.

The sum insured of the building also includes ancillary buildings.

Movable property insurance and building insurance limits are agreed within the sum insured. The exception is the limit for items taken over, the value of which we do not include in the sum insured.

We have agreed that the amount insured corresponds to the value of the Insured property. You are responsible for determining the sum insured and maintaining the correct amount during the insurance period.

Always express the value of the Insured Property in the New Prices, except for:

- insurance of Buildings with Wear higher than 70% (here you can count on the so-called time price)
- insurance of non-residential premises (count on the Market Price here)
- insurance of inflatable and tarpaulin textile halls (count on the Time Price here)

## DEDUCTIBLE

We will want the deductible in the amount stated in the insurance contract.

The deductible is deducted for each place of insurance separately.

In the event of an interruption of operation, we will only pay for the damage if the period of interruption of operation is longer than 3 days.

## SUBJECTS OF INSURANCE

### What is covered?

#### Buildings

We will insure the following Buildings (including their Building Components and Outdoor Connections) or items:

- Building
- sets of Buildings (i.e. multiple Buildings at one address)
- non-residential premises or housing units
- Ancillary Buildings
- Building components and modifications (e.g. floors, partitions, glazing, sanitary equipment)
- Outdoor connections owned by the Insured located within 300 m from the place of insurance
- photovoltaic power plants and solar panels that are part of an insured Building or ancillary Building and must be installed, resp. put into operation, in accordance with the requirements of the manufacturers of

the individual components

- Awnings, company signs and billboards owned by the Insured
- construction mechanisms and tools
- Building material that is not a stock or a commodity
- mobile fire extinguishers and hydrant cabinet equipment
- Stands; we will provide insurance indemnity if the Vegetation is damaged by more than 1/3; we will pay you the maximum value of the destroyed plant in the height in which it is normally intended for planting

#### Movable items

The insurance covers:

- production and operating equipment
- supplies and goods
- Items of special value (antiques, items of artistic, collector's or historical value)
- Money, valuables and other valuables (e.g. precious metals, watches and jewellery), but only if they were locked in a Safe at the time of the damage (for details, see the chapter Minimum mandatory security)
- the daily revenue received by the registration base or the amount of which you have demonstrably documented in another way
- Building components and modifications (e.g. floors, partitions, glazing, sanitary equipment) that you have purchased at your own expense
- animals
- vehicles and other items that you have taken over under a repair

contract, if this is your business

- items in the open space at the place of insurance (hereinafter referred to as “outdoor items”)
- items carried by you or your employee in your vehicle in connection with your business (hereinafter referred to as “Items in the Car”); we will compensate for the damage to these items if they occur from the time you start loading the goods on or into the vehicle until they are unloaded.
- items that you have stored outside the place of insurance in connection with your business (hereinafter referred to as “Items outside the place of insurance”)

Insured are things owned by you as an entrepreneur that are used to carry out your business, and items of other people that you use or have taken over on the basis of a contract.

### We will not insure the following structures or items:

#### Buildings

The insurance does not cover:

- Building components of the Building acquired by your tenant at his expense
- damage caused by loss of artistic or historical value of the Insured Property
- above ground pools, portable pumps and tarpaulin pool covers
- Buildings or their parts in poor technical condition
- fruits of insured stands and plants grown for resale

#### Movable items

The insurance does not cover:

- copyright and other rights to intangible assets
- loss of value of an item of special popularity (i.e. a price that takes into account your personal relationship to the item)
- securities (e.g. shares, bonds, bills)
- any vehicles subject to registration in the vehicle register (if they are not vehicles taken over under a repair or maintenance contract or vehicles that are goods for sale, if the sale of vehicles is your business activity), rolling stock
- cable cars and lifts
- aircraft including their parts (does not apply to parachuting and paragliding sports equipment)
- other than Small craft, including their parts
- property that has been deposited in a means of transport, unless it is an item that you or your employee are carrying by your vehicle in connection with your business
- things stored in containers or mobile warehouses
- things stored in a Building or part of a Building that is in poor technical condition
- cash, parking and slot machines, including their contents
- damage caused to cargo transported under a contract of carriage or a freight forwarding contract
- damage to transported Money and

other valuables, weapons, dangerous chemical substances and live animals and damage caused by insufficient securing of cargo against unwanted movement

- damage to Items of Special Value, Money, Valuables and Other Valuables, if the Items are outside the place of insurance
- damage to drones and other flying equipment that occurred outside the place of insurance





## PLACE OF INSURANCE AND TERRITORIAL VALIDITY

### Building

The place of insurance is the plot (land) on which the insured Building or premises specified in the insurance contract is located. For the insurance of a Building or a set of Buildings, the place of insurance is also all adjoining fenced plots together.

### Movable items

The place of insurance are:

- a Building, a set of Buildings, a non-residential space or a housing unit specified in the insurance contract
- ancillary areas of the insured non-residential space (or housing unit), if located in the Building in which the non-residential space (or housing unit) is located, or on land that forms a plot belonging to the insured Building and all adjacent fenced plots. Ancillary spaces must be individually lockable or located at a height of min. 3 m above the level of the accessible terrain
- separately lockable Ancillary Buildings, if they are located on land that consists of a plot belonging to the insured Building and all adjacent fenced plots
- Fenced land (open space), which consists of a plot belonging to the insured Building and all adjacent fenced plots

- in the case of a Robbery outside the place of insurance, the insurance also covers the Insured Property that the Insured and his employees have on themselves or with them
- another place to which the Insured Property was transferred due to an imminent or already occurring Insured Event
- another place if you have stored your things there in connection with your business (Items outside the place of insurance)
- Your vehicles (i.e. vehicles that you own or are the operator of) for the insurance Items in the car

The insurance Items in the car, Items outside the place of insurance and mobile electronics are valid in the EU, Switzerland, Norway, Iceland and Liechtenstein.

### Liability insurance

Liability insurance covers Insured events where the damage and its cause occurred in the EU, Switzerland, Norway, Iceland and Liechtenstein.

### Assistance services

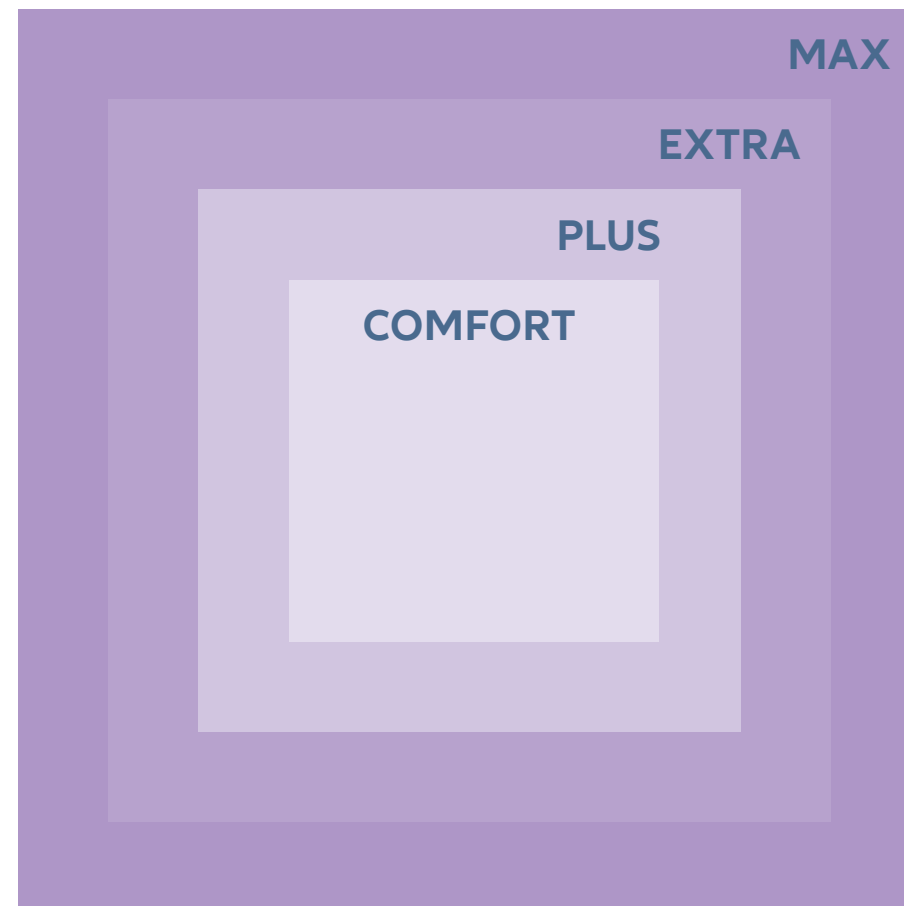
We provide assistance services only at the place of insurance in the Czech Republic, which is specified in the insurance contract.

# PACKAGES OVERVIEW

We offer four packages of My Company insurance – Comfort, Plus, Extra and Max.

In this section, you will find information about cases when we will pay the compensation per each package available in My Company insurance. Please do not forget to read also the sections describing when we cannot pay the compensation.

**WE OFFER  
FOUR PACKAGES  
OF MY COMPANY  
INSURANCE.**





# SCOPE OF INSURANCE

COVERAGE PROVIDED	COMFORT	PLUS	EXTRA	MAX	DEFINITION OF COVERAGE
LIABILITY BASE	✓	✓	✓	✓	Replace harm that you cause to someone else's operating activities or defective product, and by law it must be covered by you.
FLEXA	✓	✓	✓	✓	We will compensate for damages caused by Fire, Smoke, Explosion, Lightning Strike, Implosion, Plane Crash, Shock Wave, Crash of an Object on the Insured Property, Vehicle Crash on the Insured Property.
NATCAT	✓	✓	✓	✓	We will reimburse the damage caused by storms, hail, flood, inundation, precipitation, pressure and weight of snow, sliding the layers of snow or ice, landslides of rocks and soil and collapse Lavin.
BUSINESS INTERRUPTION	✓	✓	✓	✓	We will reimburse lost profits, fixed costs (e.g. for wages) and additional costs (e.g. costs for mitigating the consequences of the Insured Event, for renting spare space, etc.).
INSURED EXPENSES	✓	✓	✓	✓	In addition to rescue costs, we will reimburse the costs for demolition, tearing down or dismantling of building components, for evacuating the Insured Property, including removal and removal of debris, drying or cleaning, costs of moving and storing insured items, renewing documentation, replacing lock inserts and repurchasing or filling fire extinguishers.
ASSISTANCE BASE	✓	✓	✓	✓	We will provide and pay for assistance in the event of an Emergency (e.g. water leaking from pipes, clogged toilets or non-functional heating) and with locked doors and assistance in the event of a sudden occurrence of rodents or difficult insects (so-called deratization and disinsection).
WATER DAMAGE		✓	✓	✓	We will compensate for damages caused by water from the Plumbing system (e.g. cracked pipes), leakage of water from the waste pipe, malfunction of the sprinkler fire extinguisher, frost on the Plumbing system, water loss, water from aquariums, technological units, swimming pools, saunas, etc.
GLASS BREAKAGE		✓	✓	✓	We will compensate for damage caused by breaking glass and similar materials (polycarbonate, plexiglass).
BURGLARY AND ROBBERY			✓	✓	We will pay for damages caused by burglary and Robbery.
VANDALISM			✓	✓	We will compensate for damage caused by Vandalism, damage to the Fence by Game, damage to the Internal Insulation by rodents or marten beasts and damage to the Facade by animals or insects and Damage to the Items in the car caused by a traffic accident.
BREAKAGE OF MACHINERY AND ELECTRIC DEVICES				✓	We will compensate for damages caused by e.g. overvoltage, undervoltage, short circuit, operator error and malfunction of electronics and machines, the cooling device, or malfunction of the cooling device caused by a power failure.
LIABILITY EXTENDED				✓	In addition to liability, we will cover for you sudden and unexpected damage to the environment.
ASSISTANCE EXTENDED				✓	We will help you if you lose data due to an electronic failure of your computer technology.
<b>EARTHQUAKE (OPTIONAL COVERAGE)</b>					If you arrange this insurance, we will compensate you for the damage caused by the earthquake.

## BASE LIABILITY INSURANCE

### What is insured?

From the liability insurance we will cover for you:

- Actual damage to property due to damage, destruction or loss
- harm from personal injury and death, including the mental suffering of their loved ones
- damage from injury, death or loss of the animal
- consequent financial damage

We will compensate for damages and injuries resulting from your legitimately conducted business activities, if at the same time is agreed that you cause them unintentionally to another person and according to the law you must compensate the damages or injuries and if they occurred during the insurance period.

If you are a non-business natural person, then your liability insurance applies exclusively to your obligation to compensate for damage caused in connection with the ownership and lease of the insured Buildings or non-residential premises.

We will compensate all damages and injuries from liability insurance incurred within one year for you up to twice the limit agreed for one damage and injury.

We will pay for recourses of social and health insurance companies on your behalf if they relate to an Insured Event for which we pay out the Insurance Benefit under this Contract, or to an Insured Event from liability insurance in the event of an accident at work or an occupational disease.

We will cover for you also the costs:

- to defend yourself in pre-trial proceedings and in proceedings before a court of first instance in criminal proceedings against you in connection with damage; we will pay the costs up to the amount of the non-contractual fee (fee given by the lawyer's tariff); We will reimburse the costs of the defense before the Court of Appeal only if we have committed to pay them in written (after assessing the circumstances of your case)
- imposed on you in proceedings for damages before a public authority, such as in civil proceedings; We will only reimburse the costs of your legal representation in these proceedings if we have committed to reimburse them in written (after assessing the circumstances of your case)
- out-of-court hearing of the injured party's claims for compensation, which you are obliged to pay, if we have undertaken to pay them in written (after assessing the circumstances of your case)

We will also reimburse you for damages, injuries and the above-mentioned costs, which you are obliged to reimburse and which have arisen as a result of the activities of your agent, employee or subcontractor. If this person is another legal or entrepreneurial natural person, the right to compensation for damages incurred by you against this person passes to us.

Among other things, we will cover for you:

- damage caused by a Product Defect and defective work performed
- damage caused in connection with ownership of insured Buildings or non-residential premises
- damage caused during the use of these Buildings and premises or Buildings and premises where the insured items are located (including damage to rented Buildings and premises)
- damage caused when renting your insured Building or space to another person
- Damage caused to the property of employees under the conditions arising from labor law
- Damage to items you use under a lease or rental agreement or a loan or borrowing agreement for the purpose of conducting the insured activity, if you have stored and secured the item in a reasonable manner according to its nature and value

- Damage to the item that you took over due to the performance of the ordered activity or the fulfillment of the obligation, if you stored and secured the item in a reasonable manner according to its nature and value
- Damage to items stored at the designated place, if the damage was demonstrably at the time of the victim's visit to you
- Damage to items that have been brought to the premises reserved for accommodation
- damage and injury caused by practical training with you or in direct connection with it; the insurance covers both the damage caused to the trainee and the damage caused to third parties
- damage to items that have been handed over to storage areas
- damage and injury caused by practical training with you or in direct connection with it; the insurance covers both the damage caused to the trainee and the damage caused to third parties
- damage to personal injury and death that occurred while performing the function of a member of your statutory body
- Damage caused by a member of your statutory body to items (including motor vehicles) in your possession that this person uses under a contract for the performance of a function

**What is not insured?**

We do not cover damages arising from the ownership of Buildings in Construction, Reconstruction or incurred during demolition from the insurance of the Execution of ownership of the insured Building or non-residential space.

For insurance of damages incurred on the rented Building or rented non-residential space, we do not cover damages:

- caused by their wear and aging, excessive mechanical wear
- on heaters, water heaters, boilers, electrical and gas appliances
- caused by the use of the rented Building or its part in violation of the lease agreement

**Liability insurance also does not cover:**

- net financial loss
- a situation where you have assumed duties or responsibilities beyond the scope of the law or the contract, if you would not be obliged to pay compensation even without the existence of such a contract
- the obligation to compensate for damage covered or should be covered by liability insurance for accidents at work or occupational disease
- activities for which you have a legal obligation to arrange liability insurance
- damage caused by the result of mental activity (e.g. projects, assessments, revisions, audits, software, graphic

design)

- Fines, penalties and other sanctions imposed on you
- contractual fees, contractual penalties and similar payments of a punitive nature of a contractual nature imposed or applied against any person
- damage to the Defective Product delivered by you
- for damage from defective performance, or for warranty defects (complaints)
- costs incurred in connection with the withdrawal of the Product from the market
- non-pecuniary damage, with the exception of damage to the health and death of people, including related mental suffering of their loved ones
- injuries directly or indirectly caused or increased by:
  - to damage to vehicles used under a lease, rental or loan agreement
  - operation of vehicles, so far as such damage is or should be covered by motor third party liability insurance
  - operation and ownership of aerodromes, airfields and air traffic control
  - on aircraft, flying equipment (e.g. model airplanes or drones) and further by their ownership, operation, their defect, assembly work on them, their construction, repair and maintenance and refueling

- the construction, repair, maintenance, ownership and operation of non-small vessels and cable cars
- interruption, reduction or fluctuation of electricity, gas, water or heat supply
- in any connection with software, data handling, electronic communications and Internet services, operation, failure, damage or malfunction of a computer or telecommunications system
- nanotechnologies
- in any connection with the handling of ammunition, pyrotechnics, explosives, weapons, hazardous chemicals or hazardous waste
- Deposition or landslides, erosion, undermining, vibrations, gradual ingress of moisture
- To the environment or to environmental damage
- the operation, maintenance or ownership of landfills, repositories, incinerators or recycling facilities for hazardous or toxic waste, with the exception of facilities operated solely for the purpose of processing your own waste
- arising from transport and forwarding contracts
- by the action of electromagnetic fields
- genetically modified organisms or harm manifested by genetic

- changes in the organism
- blood derivatives
- tobacco and related products

We will also not cover injuries if the compensation was awarded by a court in the United States or Canada or the courts on the territory under the jurisdiction of the United States or Canada, or under the law of the United States or Canada.

And we also do not compensate for injuries caused by you:

- Your partner, his / her spouse, his / her registered partner, his / her siblings, his / her direct relatives, other persons close to him / her and persons living with your partner in the same household.
- To your spouse, registered partner, siblings, close relatives, other persons close to you and persons living with you in the same household.
- a business entity in which you or the persons mentioned in the previous two indents have an ownership interest, up to the amount of this participation.

The exclusions mentioned in the previous three indents do not apply in the case of damages caused to the leased Building or leased non-residential space or damages caused by the lease or exercise of ownership of the insured Building or non-residential space by their tenant

### FLEXA

#### What is insured?

We will cover for you damages to the Insured Property caused by:

- Fire and smoke, accompanying manifestations of the Fire, such as heat and ash, as well as the action of the substance used to extinguish or tear down the Building Components when fighting the Fire or removing its consequences
- Explosion or implosion
- A lightning strike that leaves demonstrably visible traces on the Insured Property
- The fall of an aircraft (or its parts or objects falling out of it)
- Falling trees, poles and other objects that are outside the Building before falling
- Vehicle impact, including load impact
- Shock wave

#### What is not insured?

We do not compensate for damages caused by: Fire, Explosion and Lightning Strike:

- exposure to items to usable flame or heat
- flaming not due to fire, explosion or lightning stroke (i.e. Burn caused by burning paint when renovating windows)
- on electrical equipment that has been caused by a short circuit or overvoltage

- a targeted explosion during blasting work or caused by the Insured Person
- Explosion in devices that use the Explosion to ensure their operation (e.g. internal combustion engine or weapons)
- fire and heat that has caused damage to the equipment as a result of the equipment producing, distributing or transmitting heat

In the event of the fall of trees, poles and other objects, we do not reimburse damages caused by objects insured by this contract, but this exclusion does not apply to cases where the damage is caused by a tree insured by this contract. We also do not compensate for damage caused by thrown, fired or flying objects.

In the event of a Vehicle Crash, we do not compensate for damages caused by vehicles operated by the Insured, even unintentionally. Furthermore, we will not compensate you for damage to the vehicles themselves and their cargo.

### NATCAT

#### What is insured?

We will compensate for damages to the Insured Property caused by:

- Storms and hail if there is:
  - direct effect of the Storm or hail on the Insured Property
  - throwing an object onto property caused by a storm
  - Damage or Destruction of Movable Property by Parts of a Building Damaged by a Hurricane or Hail
  - damage to items in the car, only if these items were stored in the vehicle, in an enclosed or completely covered cargo area at the time of the damage
- Flood and Inundation
- a sudden landslide of rocks and soils
- by the weight or pressure of snow, the collapse of snow or an ice layer, if the Building Components have been damaged
- the collapse of Avalanche
- Atmospheric precipitation if there is:
  - intrusion of atmospheric precipitation into a Building or establishment
  - seepage of melting snow or ice into a Building or establishment
  - in the case of Building insurance, also to the expansion of ice and, as a result, to the freezing of rain gutters located on the Building envelope

#### What is not insured?

In the case of Hurricanes and Hail, the insurance does not cover:

- damage caused by dirt entering the Building
- damage caused by or increased incompleteness of Building structures or their insufficient function (e.g. missing tiles, windows without glass)
- damage to drones and other flying equipment, if they were in service at the time of the damage

Flood and Inundation Insurance does not cover damage caused by:

- in areas which, according to current flood maps, are flooded by Floods with a periodicity of 10 years or less, resp. floodplains designated or proposed by the authority (e.g. municipal) or watercourse administrator
- Floods in the period of 10 days (inclusive) from the beginning of the insurance
- by penetrating and raising the groundwater level
- by discharging water from the drain pipe
- penetration or seepage of water due to previous violation of the integrity of structural elements (e.g. waterproofing)

In the case of insurance of a sudden landslide of rocks and soils or the collapse of the Lavin, we do not cover damages caused by:

- volume changes of the foundation soil (e.g. due to its freezing or drying) or with a change in its bearing capacity due to waterlogging, provided that the slope balance is not disturbed
- as a result of surface or deep mining and other earthworks, construction and demolition work
- as a result of activities performed by you or the Insured Persons (even before the beginning of the insurance)

We do not cover damages for snow weight insurance:

- incurred within a period of 10 days (inclusive) from the beginning of the insurance
- on Items Outside

Atmospheric precipitation insurance does not cover damages caused by:

- penetration of Atmospheric precipitation through unclosed external Building openings (e.g. unclosed sunroof, micro-ventilation)
- exposure to moisture, fungi and mold
- on the Items outside



## BUSINESS INTERRUPTION

### What is insured?

We will reimburse you for financial damages that arise as a result of the interruption of the operation of the insured company, or the loss of rent, if you are a non-business natural person, due to material damage to property covered by your insurance, and which includes:

- Loss of profits
- fixed costs, i.e. costs that you have to pay even in the event of interrupted operation (e.g. wages, rent)
- purposefully incurred additional costs, e.g. for mitigating the consequences of damage, for renting spare space, for using alternative means and for informing clients

The interruption of operation ends at the latest when the Insured Property is renewed or restored to the condition in which it was operated before the damage to the property.

The period for which we will pay you the insurance indemnity is a maximum of 90 days. If the period of interruption of operation is shorter than 90 days, we will pay you a proportional part of the agreed limit.

We can compensate you the damage only if you keep written records of interruptions. This record must contain data to prove the amount of consequential damage and the time of interruption of operation.

We will compensate you the damage only if the interruption of operation is longer than 3 days. Traffic restrictions are also insured, for which all the above and below also apply

### What is not insured?

We will not reimburse damages in the event of an interruption of operation due to damage from insurance against the risk of breakage of machines and electronics.

Furthermore, we will not reimburse the costs incurred:

- as a result of officially ordered measures that limit the renewal and operation of the business
- due to interruptions in the supply of water, gas, electricity and other media
- by failing to recover or repurchase damaged property in a timely manner
- after the termination of the insurance

We will not reimburse lost profits if they result from financial operations, financial services or real estate trading. We may reduce the indemnity by any economic benefits that may accrue to you during the period for which we pay the indemnity as a result of the interruption of operation.

## INSURED EXPENSES

### What is insured?

In addition to rescue costs, we will also cover reasonable and purposefully incurred costs for:

- demolition, tearing down or dismantling of building components
- removal, including removal and removal of debris
- drying or cleaning of the Insured Property
- to move and store the insured items after the damage, if as a result of the Insured Event you cannot use your business in the usual way
- to restore production, operational and accounting documentation that was destroyed during the Insured Event
- to replace the Entrance door lock insert in the event of theft, loss or destruction of the key in connection with the Insured Event
- to repurchase or refill the fire extinguisher

We will pay you these costs if they arose as a result of the Insured Event. We will also pay for consequential damages, which are damages to the Insured Property incurred as a result of the Insured Event.

## WE WILL COVER THE COST OF CLEARANCE AND REMOVAL OF DEBRIS AT YOUR INSURED LOCATION.

## ASSISTANCE BASE

### What is insured?

In order to prevent further damage to the Insured Property or deterioration of the conditions of your business, we will provide assistance in an Emergency situation (ie in an Emergency situation that you are unable to resolve on your own), we will pay the cost of repairing your property up to the agreed limit per intervention (limit includes costs for work, necessary material or spare parts used for repair and transport of the repairer).

These are the situations below:

- damage to the plumbing and/or drainage system,
- blocked toilets, baths & sinks
- breakdown of the electricity supply system
- failure or breakdown of the main heating system and/or the hot-water supply provided by the main heating system
- damage to external locks, roof, doors or windows of your insured premises due to storm, fire, smoke, burglary, attempts of burglary or vandalism in which case we will provide a temporary emergency solution
- locked external door (with mechanical locks), if you or your employees are locked out or inside your insured premises in which case we will provide unlocking. In case of lost or stolen key, we will cover the work of the specialist in the replacement process (excluding costs of the new lock),

- pest infestation inside your insured premises due to rats, mice, insects or nests of wasps and hornets (also nests of wasps and hornets on external wall, roof or roof soffit of your insured premises)

### What are you entitled to?

As part of assistance services, you are entitled to free use of 4 interventions per year in one insurance year and the limit per intervention is CZK 8,000.

### What is the procedure for using assistance services in the event of an Emergency?

Assistance services are provided by our contractual partner. If you want to use the assistance services, contact us immediately on our telephone number, which is available 24 hours a day, 7 days a week. Tell the operator the number of the insurance contract (if you do not know it, your identification data) and a detailed description of the Event, or other information that the operator will ask you for. The operator will then arrange a visit by a qualified specialist.

In the event of averting the Emergency, we will arrange for the departure of the TES (Technical Emergency Services) as soon as possible. The decision as to whether it is an Emergency Situation (Emergency Situation), due to the need for expert assessment, is entirely up to us.

For rodent control / disinsection, we usually send a specialist within 3 working days.

For trouble-free use of assistance services, it is necessary to follow the instructions of our operators. It is also a condition that the work is performed by TES, which we mediated. In the event of a fire, gas leak, etc., we will provide you with assistance services only after the intervention of the components of the integrated rescue system (fire brigade, police, rescue service).

#### What happens if we are unable to intervene?

If we are not able to provide immediate intervention within the assistance services, we will reimburse the costs of resolving the situation, which you will provide, up to the amount of the agreed limit, upon proof of payment. It is important that you discuss the situation with us first. Failure to do so will not cover the cost. You can send a scan of the original document by e-mail only with our prior consent.

#### What is not insured?

Emergency assistance services do not apply to the following cases:

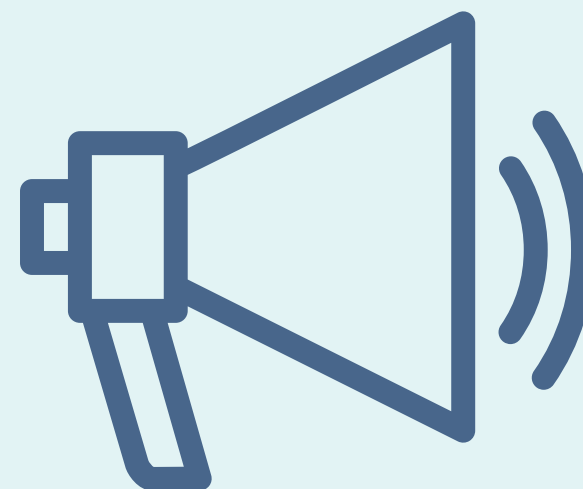
- for events (or their consequences) that occurred before the entry into force of your insurance contract
- claims arising from the failure or disconnection of public services from your establishment (including the supply of electricity, water or gas), regardless of their cause
- damage of an aesthetic / cosmetic nature that does not affect the functionality of the device (e.g. damage to buttons or plastic)
- for damage for which the manufacturer is responsible
- for damage to components that are normally replaced and have a high degree of wear (e.g. fuses, batteries, light bulbs)
- for software damage
- for damage caused in the following circumstances: unprofessional intervention, reconstruction, self-repair
- for preventive repairs, legal revisions and inspections
- on equipment for which the Building operator or the relevant technical provider of water, gas or electricity is responsible

We also do not reimburse consequential Financial damages and costs for services that you have ordered without our prior consent or are not directly related to assistance services.

If you provide us with inaccurate, incomplete or intentionally misleading information, you run the risk of refusing or delaying the provision of intervention.

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

We are entitled to postpone our services in the event of an officially declared natural disaster or crisis or due to force majeure (external, unforeseeable events, the effect of which cannot be prevented).



## WATER DAMAGE

### What is insured?

We will pay for damages to the Insured Property caused by:

- water, other liquid or steam from the Waterworks, from technological units, ie pipes and accessories intended for a specific technological or production process, water from the aquarium and water or steam from the Pool and sauna and similar wellness facilities or water from gutters that has escaped as a result of a sudden failure, a sudden breach of the integrity of the device or its accessories. We will also cover the costs of cutting, walling, or replacement of part of the piping, tiling or paving to the extent necessary to carry out the repair, up to a maximum of CZK 30,000 incl. VAT, if the object of insurance is damaged by water, otherwise up to CZK 15,000 incl. VAT.
- rising water from the drain pipe for any reason
- malfunction of the sprinkler fire extinguisher
- frost on the Waterworks, if the Waterworks is located inside the building or at non-freezing depth; in addition, we also compensate for damage caused by frost on gutters and external rain gutters
- water loss; this means that we will compensate the damage caused by

the sudden loss of water as a result of a demonstrable accident of the Waterworks, if you have to compensate it to the water supplier

### What is not insured?

For water damage insurance, we do not cover damages caused by:

- by penetrating and raising the groundwater level
- water when washing
- by the action of moisture, fungi or mold
- water from open taps
- corrosion or wear of the plumbing system
- a long-term water leak that could be detected and prevented

When water comes out of the waste pipe, we do not reimburse the costs incurred for cleaning and repairing the waste pipe.

In these cases, it is possible to use the Emergency Assistance Service.

In the case of frost insurance at the Water Supply Facility, we do not compensate for consequential damages associated with this insurance hazard (e.g. damage to the plasterboard wall by a cracked pipe.

## GLASS BREAKAGE

### What is insured?

We will compensate you for damages caused by breaking glass and similar materials used for the same purpose (e.g. polycarbonate, plexiglass).

By glass we mean:

- fixed glazing of Building openings and Building components, including surface treatments and glued foils (eg windows, doors, railings and loggias)
- items placed on the Building envelope (e.g. business billboards, advertising billboards, signboards and display cases, lighting)
- glass and mirror walls
- sensors of the alarm security and emergency system or electrical fire alarm
- sanitary facilities
- glass-ceramic hobs
- glazing of fireplaces and stoves
- aquariums and terrariums
- furniture glazing (eg counters, display cases) and kitchen units
- mirrors and luminaires, if they are building components

We will also cover reasonable costs for disassembly, assembly and transportation..

### What is not insured?

The insurance does not cover:

- breaking glass movables (except those listed in the section What is insured?) And their parts (e.g. vases)
- damage to the glass during installation or disassembly or caused by scratches
- breaking glass in Buildings under Construction or Reconstruction
- damage to faucets, including drain plug mechanisms, flushing devices, any fittings used to connect to water mains or waste





## BURGLARY AND ROBBERY

### What is insured?

We will pay for damages to the Insured Property caused by:

- Theft by burglary, if the required security has been demonstrably exceeded at the place of insurance, ie. if the offender:
  - it has demonstrably entered the place of insurance by means of instruments not intended for proper opening; the mere fact that the Insured Property has been stolen, damaged or destroyed does not prove the use of these tools; the same applies to Fenced Land
  - entered the place of insurance with the help of a key which he seized by Burglary or Robbery; the same applies to Fenced Land
  - in the case of Building insurance, overcame an obstacle created by the specific properties 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 the case of Building insurance, dismantled the Insured Property in any way.
- Robbery at the place of insurance or outside the place of insurance

We will also help you with damages if the Theft of the Insured Property has been damaged or destroyed by burglary (or attempted theft).

We will only pay for damages caused by theft by breaking into the Outside Items if the Outdoor Items are properly secured.

We will only compensate for damage caused by robbery by breaking into the Items in the car if the vehicle was properly secured at the time the damage occurred.

When stealing Items outside the place of insurance, we also find out whether the items were properly secured.

You will find out what we mean by proper security in the chapter Minimum mandatory security.

All these damages must be confirmed by an investigation by the Police of the Czech Republic.

Furthermore, we will reimburse you for the costs of the security agency's departure in connection with the security of the insured Alarm Security and Emergency System with connection to the Surveillance and Alarm Reception Center, if it was an intervention in connection with theft by burglary. In this case, you must provide us with a valid contract with the security agency, on the basis of which you must pay for the cost of the departure and a record of the departure made.

### What is not insured?

In the event of burglary, we will not compensate you for cases where the intrusion into a locked place of insurance occurred in an **undetected** manner or by deception.

Furthermore, the insurance does not cover the costs of departures of the security agency, which would not demonstrably prevent the occurrence of the Insured Event (e.g. a false alarm caused by an animal).

The insurance also does not cover damage to property that the perpetrator has damaged, destroyed or stolen from sign cabinets and display cases located outside the Building.



## VANDALISM

### What is insured?

We will pay for damages to the Insured Property caused by:

- Vandalism, if the damage is confirmed by an investigation by the Police of the Czech Republic; we will cover for damage caused to Items in the Car by Vandalism only if the vehicle was properly secured at the time the damage occurred and the damage was confirmed by an investigation made by the Police of the Czech Republic
- damage to the Fence of game, ie wild animals according to the Act on Hunting No. 449/2001 Coll., As amended
- damage to the Internal Insulation by the destructive activity of rodents or marten beasts
- damage to the Facade by destructive activities of animals or insects

In addition, we will reimburse you for Damage caused to Items in the car by a traffic accident or other sudden action of mechanical forces on the vehicle or load (e.g. the fall of an object).

### What is not insured?

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

For insurance of damage to the Internal Insulation and damage to the Facade, we do not cover any consequential damages (e.g. financial damage resulting from heat losses, inflow of atmospheric precipitation).

We do not reimburse for damage to items in the car caused by insufficient securing of the load against unwanted movement.

We do not reimburse the wear and tear of the rented building or unit and the damage caused to it by its tenant.



## BREAKAGE OF MACHINERY AND ELECTRIC DEVICES

### What is insured?

We will pay damages for insured electronic devices or machinery, which arose for any reason that is not excluded. Examples of insured damage may be breakage due to overvoltage, undervoltage, short circuit, operator error, material defect, installation error.

In order to compensate for the damage, repair or replacement must be necessary to bring the device or equipment into working order.

The insurance covers electronic devices and machinery located in the insured establishment and mobile electronic devices located in the Czech republic.

Insured are things in your possession, as entrepreneurs, which are used to carry out your business, and third-party things that you use or have taken over on the basis of a contract.

The insurance only applies to electronic devices and machinery of the following types:

- office devices and equipment (computer and audiovisual technology, including antenna systems, telephones and tablets)
- medical devices and equipment
- production devices and equipment
- elevators, entryways and turnstiles
- heat pumps and air conditioning
- low-current distribution in the

Building (e.g. distribution for data transmission, alarm security and emergency system including camera system, communication systems, bells, smart home control units)

We will also compensate for damage caused by a short circuit on the power transmission lines.

The insurance covers devices and equipment that were serviceable before the damage and after a successful test run.

In the case of damage to items that can be repaired, we will pay:

- the cost of putting the device or equipment into working order, in which was immediately before the damage
- disassembly and assembly costs
- transport costs
- any other necessary fees (e.g. customs duties)

If these costs reach or exceed the price of the device or equipment immediately before the damage, we consider the device or equipment to be Destroyed and will pay:

- its price immediately before the damage
- costs of dismantling the Destroyed Equipment and assembling new equipment
- costs of transporting new equipment

and disposing of the Destroyed Equipment

- any other necessary fees (e.g. customs duties)

We will reimburse the damage only after the submission of documents proving the repair, replacement or re-acquisition of the item. If they do not occur or if mass-produced spare parts can no longer be obtained for the device, we will pay the usual price of the device or device. By the usual price we mean the amount that you would normally get if you sold a similar thing in the Czech Republic at a given time. In the event of software damage, we will only pay the cost of repurchasing the software.

## WE WILL ALSO COMPENSATE FOR DAMAGE CAUSED BY A SHORT CIRCUIT ON THE POWER TRANSMISSION LINES.

Damage to:

- parts that are usually replaced several times during the life of the equipment (e.g. fuses, burner nozzles, light bulbs, filters, sealing materials, belts, ropes, belts and tires)
- machine components for plain and roller bearings (e.g. bearings, pistons, cylinder liners)
- rechargeable batteries, electrochemical cells

we will only pay if the device or equipment is damaged for the same reason and at the same time.

We will also reimburse for damage caused by a demonstrable failure of the Cooling Equipment or its malfunction due to a power failure (e.g. spoiled food, damaged floor by leaking water). Within the limit for Items in the car, we will also cover for damages to these items if they were stored in the car Cooling Equipment and were damaged as a result of a failure of this Cooling Equipment, which is covered by the Breakdown of Machinery and Electronics insurance.

### What is not insured?

We will not reimburse damages caused:

- due to wear, aging or damage of the material
- due to prolonged non-use
- when using the device or equipment for a purpose for which it is not normally intended
- defects covered by the manufacturer's, supplier's or repairer's warranty
- due to a malfunction or malfunction of the software or any computer system
- cavitation, corrosion, scale or mineral coating and oxidation
- due to moisture or water entering the device
- on prototypes
- on data
- parts of equipment or substances that are repeatedly or regularly replaced, are subject to consumption or have a high degree of wear (e.g. drills, knives and grinding wheels, lubricants, developers, fuels and cleaning agents)
- on electronic devices and machinery taken over for repair or modification
- overvoltage, Undervoltage or short circuit on Outdoor Items
- contamination and pollution; this exclusion does not apply if such damage to the insured items arose as a result of any of the agreed insurance risks
- on drones and other flying devices and their parts

We also do not cover:

- non-pecuniary damage (e.g. due to data leakage)
- fines, penalties
- Loss of profits
- damage caused by delay in delivery or loss of the contractual relationship
- damage caused by interruption or stopping the operation of the machine (partial and complete)
- contamination and pollution; this exclusion does not apply if such damage to the insured items arose as a result of any of the agreed insurance risks

In the case of insurance of damages caused by a failure of the Cooling Equipment, we do not compensate for damages caused by a power failure caused by the Insured Person.

## WE WILL COVER THE COSTS OF PUTTING THE EQUIPMENT IN WORKING CONDITION, INCLUDING ASSEMBLY AND SHIPPING COSTS.

## EXTENDED LIABILITY INSURANCE

### What is insured?

If you agree on liability for environmental damage, we will, in addition to liability, also compensate you for environmental damage, which is caused by contamination of soil, rock, water and air as a result of the accident. By accident we mean an extraordinary, unexpected and sudden, temporally and spatially limited event. Accident and Environmental Damage must occur during the term of the insurance; no more than 72 hours have elapsed between the accident and the Environmental Damage and the accident (damage) must be reported to the Insurer for the duration of the insurance.

**WE WILL COVER THE DAMAGE RESULTING FROM ESCAPE, SPILLAGE OR OTHER RELEASE OF INFECTIOUS, CONTAMINATING OR POLLUTING SUBSTANCES.**

### What is not insured?

Everything that is not insured under the liability risk will not be reimbursed at the risk of liability for environmental damage, with the exception of environmental damage.

Furthermore, we will not cover for you:

- costs of investigating, monitoring or controlling negative effects on the environment and substances harmful to the environment
- damages resulting from a deliberate deviation from legislation or decisions of public authorities
- Damage resulting from willful non-compliance with the manufacturer's instructions or instructions intended for use, inspection, inspection or maintenance
- damage resulting from deliberate neglect of mandatory maintenance
- damages incurred in connection with the operation of land or equipment used for the processing, treatment, intermediate storage, final storage or disposal of waste or waste materials

## EXTENDED ASSISTANCE

### What is insured?

We will provide you with assistance and reimburse the costs of data recovery in the event of data loss due to electronic failure of your device (PC, laptop, tablet), if the following conditions are met:

- the device is located at the place of insurance specified in the insurance contract
- the device is not older than 5 years from the date of first purchase (if no proof of purchase is available, the age of the device will be verified by a specialist at our expense)

### What is the procedure for using assistance services to recover data?

Assistance services for data recovery are provided by our contractual partner. If you want to use the assistance services, contact us immediately on our telephone number, which is available 24 hours a day, 7 days a week. Tell the operator the number of the insurance contract (if you do not know it, your identification data) and a detailed description of the Event, or other information that the operator will ask you for. The operator will then arrange for the assistance of a qualified specialist to carry out a diagnosis and determine whether the data can be recovered. In order to help you, we may ask you to send the defective device to our partner company at our expense. After

successful data recovery, this company will agree with you on the return of the device (Monday to Friday, during working hours between 9 am and 5 pm). Please note that it is not always possible to recover data and that we cannot guarantee this.

To help you with data recovery, send us either the entire broken device or just its hard drive. Please note that in some cases it is necessary to open the hard disk and then it is no longer possible to use it. In such cases, we will need your consent to open the hard drive.

### What are you entitled to?

As part of data recovery, you are entitled to one free use of data recovery assistance with a limit of CZK 50,000 in one insurance year.

### What is not insured?

Data recovery assistance services do not apply in the following cases:

- to events (or their consequences) that occurred before the beginning of the validity of your insurance contract
- for the loss of software
- to the detriment of a file system error (its collapse or malfunction) (e.g. operating system error, virus, malware)
- for damage caused by electronic damage to the hard disk (e.g. operating system error, virus, malware)
- for damage caused by incorrect storage of equipment or electricity supply (however, if the damage occurs due to overvoltage, we will assist you)
- damage caused by temperature changes, pollution, heat or natural events
- for damage caused by fluid or physical damage to the device
- the cost of replacing the faulty device or hard disk itself
- software installation costs

We also do not reimburse for consequential financial damages and costs for services that you have ordered without our prior consent or are not directly related to data recovery.

If you provide us with inaccurate, incomplete or intentionally misleading information, you run the risk of refusing or delaying the provision of assistance.

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

We are entitled to postpone our services in the event of an officially declared natural disaster or crisis or due to force majeure (external, unforeseeable events, the effect of which cannot be prevented).

**WE WILL PROVIDE YOU ASSISTANCE AND COVER THE COST OF DATA RECOVERY IN THE EVENT OF DATA LOSS DUE TO ELECTRONIC FAILURE OF YOUR DEVICE.**

### EARTHQUAKE

#### What is insured?

If you choose this supplementary insurance, we will help you with damage to the Insured Property caused by the earthquake. In order to be able to pay for the damage, you must provide us with a proof that the earthquake has reached at least the 6th degree of the macroseismic scale EMS 98, or 5th degree of the Richter scale.

#### What is not insured?

We will not compensate you if the earthquake was caused by human activity, such as mining activity or an explosion.



# 2.2 WHAT ARE THE GENERAL EXCLUSIONS OF THE INSURANCE

In the previous chapter, we described what is and what is not insured within the My Company product. In addition, there are situations where general exclusions apply. This means that if any of the following events occur, we cannot cover the damage or provide assistance.

## EXCEPTIONAL EVENTS NOT INSURED BY THE INSURANCE CONTRACT

We will also not provide the assurance benefit if the damage was caused by:

- events of war, insurrection, insurrection or other massive violent riots, strikes, Terrorism and unexploded ordnance
- intervention of state power or public administration
- exposure to nuclear energy, radioactive radiation and radioactive Contamination
- asbestos

## DAMAGE NOT INSURED BY THE INSURANCE CONTRACT

We will not provide insurance coverage or assurance benefit if providing such coverage or indemnification would expose the Insurer to the risk of violating any sanctions, prohibitions or restrictions under UN Resolutions, or any commercial or economic sanctions, laws or regulations of the European Union, United States or any other national trade or economic sanctions, laws or regulations.

We will not cover from the insurance damages caused by:

- intentionally by you (as the Insured), your employee or agent, a person close to you or a person living with you or in their common household, or another person acting on the initiative of one of them
- the persons referred to in the previous indent, if the damage was caused by acting under the influence of alcohol or narcotic drugs or psychotropic substances
- fungi, molds, spores, or infectious disease that is transmitted from human to human, human-to-animal, from animal to human or from animal to animal, or can be obtained by the action of the external environment; however, damage caused by salmonellosis or listeriosis is not excluded.

For property insurance, we also do not cover damages caused to the Building and items in it, if:

- the Building was not used for business more than three months before the damage occurred
- the Building has been operationally used for a purpose other than that for which it is intended
- there has been an incorrect technological procedure of construction works, their defective execution or their execution under unsuitable climatic conditions

If the damage to the Insured Property was caused or increased by Gross Negligence, either by you, as the Insured, your employee or agent, a person close to you or a person living with you or in the same household, we will reduce the insurance indemnity in proportion to the effect of this conduct on the scope of our obligation to perform.

We will also not compensate you for non-property damage caused to you or caused to you by another person.

Furthermore, we will not compensate you for any damage or injury caused to you or any other person, costs or expenses incurred in connection with a Cyber Event, data damage (loss, destruction, damage) or any loss due to inability to use or limit the functionality of electronic data. We also do not reimburse costs and expenses of any nature arising from the above facts. This exclusion does not apply to the costs of reinstallation of system and application software, to cover the risk of breakage of machines and electronics, if the reinstallation is necessary due to physical damage to the insured equipment of which this software is a part.

# 2.3 WHAT ARE YOUR AND OUR RESPONSABILITIES

In this section you will find information about the obligations when arranging insurance, during its duration and in case of damage.

## YOUR OBLIGATIONS

When arranging the insurance, you must:

- provide us with true and complete information necessary for arranging insurance
- if we ask you to do so, allow us to inspect the place of insurance, or inspect the accounting and other documents related to the Insured Property
- get acquainted with the insurance contract and with all documents that we present to you
- pay the first premium on time and in full

During the insurance you must:

- inform us as soon as possible of any change that has occurred in the facts that you have told us when concluding

- the insurance contract or agreement on its change, especially (but not only) if you have changed your main business or your business income has increased by more than 20%
- pay premiums properly and on time

In the event of damage, you or the Authorized Persons must:

- notify us without undue delay that it has occurred
- take the necessary measures to ensure that the damage does not increase further

As the insured, you are obliged to ensure that the insured event does not occur, in particular:

- not to violate the obligations aimed at reducing or averting the danger

- imposed on you by legal regulations or on their basis, safety and technical standards or imposed on you by the insurer, or to tolerate similar actions of third parties;
- take proper care of the property to which the ownership, possession, administration, use and other disposal of the property is covered, maintain it in good technical condition, carry out regular prescribed inspections, do not use it for purposes other than those specified or otherwise rectify in a prescribed manner and without delay any defect or danger which you have become aware of and which could affect the occurrence of the insured event;
- on the basis of the requirements and instructions of the insurer, eliminate the deficiencies and take effective measures to prevent the occurrence of damage; even without the insurer's request to eliminate the deficiencies and causes that led to the damage in the past;
- if there is a risk of harm, take action to avert it in a manner proportionate to the circumstances.

## OUR OBLIGATIONS

We have the obligation to:

- truthfully and completely answer all your questions before concluding the contract, when negotiating, during the insurance and when settling any damage
- Inform you of the result of the damage investigation after the end of the investigation
- Give you the reasons why we have not yet completed the damage investigation, if we are not able to communicate the result within three months of reporting the damage
- In the case of a recognized claim, send you the insurance indemnity in Czech crowns within 15 days from the end of the damage investigation
- Inform you of the reasons for any rejection of the claim

# 2.4 A DAMAGE OCCURED – WHAT SHOULD I DO NEXT?

In this chapter we will inform you how to behave in case of damage, so that we can take care of you as fast as possible. If you report the damage according to our instructions, we will be able to work as quickly as possible and as comfortably as possible for you.

## COURSE OF DAMAGE



### Discovery of damage

If a damage occurs:

- try to avoid its expansion and increment of scope (e.g. by closing the main water valve)
- immediately notify the relevant authorities:
 

Emergency:	112
Ambulance:	150
Police:	158
Firefighters:	155
- call the police immediately:
  - if the Theft, Robbery or Vandal Damage in particular occurs
  - if you think a crime has been committed
  - if it is your legal obligation (e.g. traffic accident with damage over CZK 100,000, with damage to health, etc.)
- always call firefighters in case of fire (even in case of self-extinguishing)
- take a picture of the damaged item, space or cause of the damage (e.g. fallen tree, broken pipe)
- find out information about a possible 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 one of the insured assistance services.

- report the damage to us without undue delay, preferably within 24 hours of its occurrence or from the time you became aware of it:  
By phone: +420 241 170 000  
At +420 241 170 000
- If you cause harm to someone else, you need to:
- notify us as soon as possible that the victim seeks compensation for damage
  - comment on your responsibility and the amount of compensation required
  - notify us if the injured party has asserted or has asserted his claim for damages in court, an arbitrator or any other public authority and inform us of who will be your legal representative and of the course and results of the proceedings
  - in court or other proceedings for damages to follow our instructions and without our written consent not to satisfy and recognize the claims for damages and not to conclude a settlement agreement or court settlement.





## Reporting a claim

When reporting a claim, you need to:

- describe of the extent of the damage and inform on the expected amount of damage
- provide us informative photo documentation and information
- provide the cooperation needed to determine the causes and amount of damage
- not to change the condition caused by the damage and eliminate the consequences only with our consent; this does not apply if, for serious reasons (e.g. safety, hygiene or environmental), it is necessary to start work earlier
- inform us on whether you have also insured the Insured Property elsewhere (i.e. with whom and state the number of the insurance contract)



## Claims assessment and handling

After the end of the investigation of damage, we will inform you about its result and we will send you any insurance indemnity within 15 days from the end of the investigation.

If, when reporting an Insured Event, you provide us with knowingly false or grossly distorted material information concerning its origin or extent (or withhold it from us), we may:

- claim reimbursement of the costs of investigating the Event
- reduce the indemnity in proportion to the effect it had on the scope of our obligation to pay
- reject the performance altogether

Follow our instructions during the investigation, and if necessary, in the compensation procedure.



## Claims compensation

### Who will we pay the insurance benefit to?

In the case of property insurance, the Eligible Person (ie he has the right to indemnity) is his Insured Owner. If the insured item is co-owned by more than one person, we will pay the insurance indemnity to each owner in the amount corresponding to the size of his co-ownership share.

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

### How do we pay the benefit?

We will always pay the insurance indemnity in Czech crowns, to the account provided to us by its beneficiary. Exceptions are assistance services that we provide for you through our partner.

### What are the ways to settle the damage?

We can determine the payment of damages in two ways:

- on the basis of an invoice; You or the repairer will first provide us with a price offer for the repair, and if, according to our recalculation, the stated prices correspond to the usual prices, then we will pay you the insurance indemnity according to the subsequent invoice.

- according to the set budget; we calculate for ourselves how much it could cost to repair or repurchase the item

We always recommend discussing the procedure with us in advance in order to avoid possible misunderstandings.

### How do we calculate the insurance benefit?

The upper limit of the insurance indemnity is limited by the sum insured or a limit that may be set for certain items of insurance or insurance risks. The indemnity limit applies to the Insured Event or to the insurance year.

For liability insurance, we determine the amount of indemnity on the basis of valid legal regulations and claims for damages asserted and proven by the injured party.

In the event of damage, destruction, theft or loss of the Insured Property, we pay the insurance indemnity at New Prices. We will therefore reimburse reasonable costs for the repair of property or the cost of repurchasing a new item of the same type, quality and technical parameters.

In Time Prices, we pay the insurance benefit in case of:

- destruction of a Building whose wear and tear at the time of the damage is higher than 70%
- Destruction of the insured item in case of damage to cover the risk of breakage of machines and electronics
- destruction or damage to the inflatable or tarpaulin textile hall
- payments according to the set budget; if you carry out a repair or re-acquisition of damaged property within three years from the occurrence of the Insured Event, we will pay you a supplement to the insurance indemnity up to the amount of the New Price



In the event of the destruction of a non-residential space or housing unit, we will provide insurance indemnity at Market prices.

At most, we will pay the insurance indemnity up to the value of the item just before the Insured Event. By the value of an item we mean the New Price, Time or Market Price, depending on which item it is.

Remains of the Insured property that have been damaged or destroyed remain in your possession and we will deduct the value of these residues from the insurance indemnity.

In the relevant insurance year, we will provide you with an insurance indemnity to cover all Insured Events that occurred in that year, up to a maximum:

- for property insurance up to twice the agreed sum insured
- for liability insurance up to twice the agreed limit of insurance indemnity (including reimbursement of costs of proceedings)

It is not decisive whether the entire amount of the damage was claimed at once in the relevant year or gradually in the following period.

#### What can we deduct from the insurance indemnity?

We can deduct from the insurance indemnity the co-participation and due receivables of the insurance premium, or other receivables from our insurance.

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

These are necessary costs that you or someone else has had to spend expediently on:

- averting of the imminent Insured Event
- mitigation of the consequences of an already incurred Insured Event
- removal of the consequences of the Insured Event for hygienic, ecological or safety reasons

If the costs were incurred to save the life or health of persons, we will reimburse them up to a maximum of 30% of the agreed sum insured. We will pay other rescue costs up to a maximum of 5% of the agreed insurance amount. We will reimburse the rescue costs that you incurred with our consent and that you did not otherwise have to incur without restriction.

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

Costs incurred for routine maintenance or for fulfilling the legal obligation to prevent damage are not rescue costs.

#### What about VAT?

If the Authorized Person has the right to deduct VAT during the repair or compensation related to the Insured Event, we will provide the insurance indemnity calculated without VAT.

#### Reduction of insurance benefits?

If you have incorrectly or incompletely answered our questions when concluding or amending the contract and, as a result, we have set lower premiums, we may reduce the indemnity in the event of damage. We will make the reduction in the same proportion as the calculated premium to the one that would have been due to us with truthfully answered questions. We can do the same if you did not notify us during the insurance of an increase in insurance risk (e.g. a change in your main business activity).

If you breach the contractual obligations in such a way that it will have a significant effect on the occurrence of the Insured Event, its course, on the increase of the scope or amount of the insurance indemnity, we may reduce the insurance indemnity accordingly.

#### By when do we have to pay the insurance indemnity?

After the end of the investigation of damage, we will inform you about its result and we will send you any insurance indemnity within 15 days from the end of the investigation.

# 2.5 OTHER IMPORTANT INFORMATION

In this section you will find information about the insurance premium, e.g. when it is due and about changes to the insurance contract.

## PREMIUM PAYMENT

### When is the premium due?

The first premium must be paid on the day of the beginning of the insurance. However, if you conclude a contract by paying the premium (without your signature on the contract), it is necessary to pay the first premium within the given period, which we will inform you when sending the insurance offer. If you do not pay it, the insurance will not be taken out and you will not be insured. Subsequent premium payments are payable according to the agreed frequency of payment.

### When do we consider insurance premiums paid?

We consider the following to be the moment of premium payment:

- crediting it to our account or

- receipt of a confirmation from the payment gateway when paying by card or
- the day on which we confirmed its receipt in cash

If the insurance premium has not been paid on time or in the agreed amount, we are entitled to reminder expenses and statutory interest on arrears.

### What about overpayments?

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

### When can we increase premiums?

We can unilaterally increase the premium in the following cases:

- for reasons given by the Civil Code
- if our costs increase (e.g. for the payment of insurance benefits, taxes and compulsory contributions) due to a change in legal regulations or court decision-making practice
- In the previous period, an Insured Event occurred on your contract for which we provided performance

We will let you (as the Policyholder) know about the increase no later than 2

months before the change takes effect. If you do not agree with the increase, you must notify us within 1 month from the date on which you learned of the new premium amount. In that case, the insurance expires at the end of the current insurance period.

## ESTABLISHMENT, DURATION, CHANGES AND VALIDITY OF THE INSURANCE CONTRACT

### When and how is the sum insured valorised?

As of the Annual Day, we adjust the sum insured, ie multiply it by the valorisation index. According to the new sum insured, we will also recalculate premiums for the following insurance period. We calculate our valorisation index according to data publicly published by the Czech Statistical Office (development of the construction price index and the industrial producer price index for the past insurance year).

### What about insurance premiums when the insurance expires?

Upon termination of the insurance, we will return the unused premium for the period from the date of termination to the end of the paid period.

### Is it possible to make changes in the insurance contract during the insurance period?

Changes in the insurance contract can be made by agreement between you and us. The same rules apply to the conclusion of such an agreement as to the conclusion of an insurance

contract. The moment of effectiveness of the change of the insurance contract is stated in its appendix.

### What to do if the owner of the insured property changes?

When the owner of the Insured Property changes and the change is made to the Real Estate Cadastre:

- does not register, the insurance is still valid until the delivery of the notification of change of owner sent by you
- registers (ie the ownership right is transferred), the insurance expires on the day of registration of the change in the real estate cadastre

### Can we change the wording of the Insurance Terms and Conditions during the insurance?

The possibility of a unilateral change of the Insurance Conditions helps us to clarify the contractual documentation of clients and at the same time allows us to react flexibly to current social or legal changes and competitive environment that affects the insurance, ude to this you do not have to worry that we would like to disadvantage you through such changes. We reserve the right to unilaterally change the wording of the Insurance Conditions with effect from the beginning of the following insurance period, if we notify you of their change no later than 2 months before the end of the current insurance period. We will send you a notice of a change in the Insurance Conditions, including an overview of significant changes and

the full wording of the Insurance Conditions, in written or electronic form no later than 2 months before the end of the current insurance period. At the same time, we will make available an overview of the changes and the new wording of the Insurance Terms and Conditions on our website.

If you do not agree with the new wording of the Insurance Conditions, you have the right to terminate the insurance at the end of the current insurance period, and the termination must be delivered to us no later than 6 weeks before its end.

## OTHER INFORMATION

### Legal action, communication and delivery

#### How will we act and communicate legally?

If you do not have an agreed MojeAllianz service, we will legally negotiate, communicate and deliver to each other primarily through electronic communication. If you have an agreed MojeAllianz service, such an agreement takes precedence over the agreement in this Insurance Contract and in the Insurance Conditions. In the event of termination of the MojeAllianz service, the agreement on Electronic Communication will automatically apply in accordance with this Insurance Contract and the Insurance Conditions.

#### What do we mean by electronic communication?

Electronic communication means communication conducted mainly via e-mail and telephone, which you will inform us when arranging insurance.

#### What if you gave us other contact information before?

We consider the last information provided in this regard to be your current contact information for the purposes of electronic communication.

#### How does electronic communication differ from paper communication in terms of delivery?

The effects of delivery to your e-mail box are the same as if they were delivered to you, for example, physically via a postal service provider. Therefore, it is essential that you check your e-mail box regularly.

#### What other ways can we communicate with each other?

In addition to the above forms of communication, we are entitled to contact you using other means that you provide to us or that can be ascertained from publicly available sources.

#### What kind of format do the documents related to the insurance should have?

We deliver documents primarily in electronic form. We deliver paper documents required by law.

Documents for which the law requires a written form can also be delivered electronically. If the document establishing the legal proceedings is sent by e-mail, the written form of such a document is considered to be preserved. However, an electronic signature may be required for such a document to be valid.

For other communications, where the law does not explicitly require a written form of conduct, we may communicate or legally act exclusively electronically (eg mass correspondence).

As we place great emphasis on the security and protection of your interests, we may also require you to send a document with your handwritten or officially verified signature in specific cases.

Correspondence sent by us may be encrypted for security reasons.

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

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

- the moment when it is stored in the application and ready for retrieval (if we send the document to you); We will notify you of sending, for example by e-mail or SMS

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

In the case of delivery electronically to the communicated contact e-mail address, we consider the document to have been delivered:

- at the time of sending information about the location of the document (e.g. in an e-mail attachment or on our web portal) to the e-mail box, except when it is demonstrably not delivered, e.g. due to technical problems (if we send it to you)
- at the time of delivery to the e-mail box (if you send us)

In the case of delivery by post to the communicated contact postal address (we have agreed that in our case and in your case it will always be the registered office of the company), we consider the document delivered on the day of delivery or in case of sending in person or by delivery:

- on the day of receipt
- on the day of refusal to accept
- on the day the consignment is returned as undeliverable, except when the addressee was in the hospital or had another serious reason why he could not accept the consignment (then we will not consider the document delivered)

In the case of delivery by personal delivery, we consider the document to be delivered by receipt.

In order to be able to deliver your documents securely and on time, we always need to know your current contact postal and e-mail address, where you can receive the documents. If there is a change, don't forget to let us know right away. Please make sure that you have regular access to your mailbox (whether mail or e-mail) and that it is sufficiently secured against misuse and third-party access. The same applies not only to other participants in the insurance, with whom we may need to communicate, but of course also to us. If other delivery methods appear in the future, we will be happy to offer them to you. Since we cannot know their details now, we will confirm them together in a way that will be common in the future.

#### **What happens if we don't have the right contact address?**

If you give us an incorrect contact address or if there is a change and you do not notify us of the new contact address (change of your company's registered office address), we will consider it a deliberate cancellation of delivery and we will consider the document delivered (even if you did not have the opportunity to read it.) with all the consequences that service may have. 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 applications enabling document delivery?**

The security of your data is very important to us. To use our official web or mobile application enabling the delivery of documents, you must log in properly, including possible verification, for example, using an authorization SMS code or in another way that guarantees that you really use the application. All activities performed through these of our applications are considered to be the actions of the registered person who meets the requirements of the written form. The document storage space in our applications also meets the requirements of a permanent data carrier. Our applications are constantly learning new things and improving what we already know. The specific list of activities that can be performed in them changes over time. So you can easily use them for what they technically allow at the moment. However, always follow the conditions of use and instructions given in the application.



# 2.6 GLOSSARY OF TERMS

In this chapter, we would like to explain the terms used in this document.

## ALARM SECURITY AND EMERGENCY SYSTEM

Alarm security and emergency system for protection against burglary with acoustic signalling. The design, establishment, operation and maintenance of PZTS must correspond to min. st. 1 according to ČSN EN 50131-1 and ČSN CLC / TS 50131-7.

## ANNIVERSARY

A day in each year that is numerically identical to the day and month of the beginning of the insurance (if such a day does not exist, it is the last day of the given month).

## ATMOSPHERIC PRECIPITATIONS

Rain and snow.

## AUTHORIZED PERSON

A person who is entitled to indemnity.

## AVALANCHE

Fall of a snow or ice layer from natural slopes.

## BUILDING

Real estate object connected to the ground by a solid foundation, which is roofed and mostly enclosed by perimeter walls, at least two of which are made of solid materials (e.g. brick, concrete, sheet metal or wood). The inflatable hall or textile tarpaulin hall does not have to meet this condition, but it must be used and assembled in accordance with the conditions set by the manufacturer of this hall.

## BUILDING COMPONENTS

We consider as Building components:

- all objects permanently installed in the Building (including glazing of all entrance openings and loggias), e.g. water heaters, boilers, sanitary equipment, faucets, built-in wardrobes, wall and ceiling tiles, glued carpets and other floor coverings firmly connected to the floor, including floating floors
- mechanical security devices, walled Safes, electronic security alarm systems against Theft, Fire, etc.

- for Building insurance, also kitchen units, including built-in or permanently connected electrical appliances and built-in lighting fixtures

## BUILDING MATERIAL

Building materials, Building products or structural parts intended for the construction, maintenance or reconstruction of the insured object. The material must be stored under protective security.

## BUILDING, NON-RESIDENTIAL AREA AND HOUSING UNIT UNDER CONSTRUCTION

A Building under construction with a notification to the Building authority or a Building permit issued.

## BUILDING, NON-RESIDENTIAL SPACE AND RESIDENTIAL UNIT IN RECONSTRUCTION

A Building on which construction modifications are taking place, which are subject to the obligation to notify the Building authority, apply for a Building permit, conclude a public contract or issue a certificate of an authorized inspector.

## BURGLARY

Theft, damage or Destruction of the Insured Property after overcoming an obstacle.

## BUSINESS ACTIVITIES

Operation of canteens, social, medical and sports facilities serving the Insured's employees, keeping animals

used to provide security, demonstration of their own operating facilities and Products, participation in exhibitions and fairs.

## CONSTRUCTION

A condition where cracks in structures are not visible on the construction site, deflection deformations of ceiling or roof structures, penetration of moisture, damage by animals, fungi or molds or other defects, or damage as a result of an emergency (e.g. heating, fire, storm).

## CONSTRUCTIONS IN BAD TECHNICAL CONDITION

Buildings that are not properly maintained. As a rule, they have severely damaged elements of longevity (cracks in walls and foundations, sunken foundations, collapsed truss structures, significant masonry moisture, deformation of ceiling structures, etc.). Or they may have damaged elements of short-term life in such a way that it damages elements of long-term life (heavily damaged roofing, heavily corroded gutters, missing window fillings, long-term leakage of water from damaged pipes, etc.).

## CONSTRUCTION WITH REDUCED FIRE RESISTANCE

A structure whose load-bearing structure or perimeter cladding consists mainly of materials with reduced fire resistance (eg wood, polyurethane panels). This includes inflatable halls

and textile tarpaulin halls, but we ask about these separately.

### CONTAMINATION AND POLLUTION

Infestation by fungi, spores or micro-organisms of any kind and nature, including any substance whose presence represents an actual or potential threat to human health.

### COOLING DEVICE

Refrigerators, freezers and air conditioning.

### CYBER EVENT

Any unauthorized processing of data (including personal data and sensitive personal data) by the Insured, or any breach of laws or regulations concerning data processing, data protection or any data handling or any failure of network security.

Data includes, but is not limited to, personal data, facts, concepts and information, software or other coded instructions that are generally applicable to the communication, interpretation or processing of data.

Personal data is any information relating to an identified or identifiable natural person; an identifiable natural person is a person who can be identified, directly or indirectly, in particular by name, identification number, place of residence, e-mail or one or more factors specific to physical, physiological, genetic, mental,

economic, cultural or the social identity of that natural person.

Processing means any operation or set of operations performed on data or data sets, whether by non-automated or automated means, such as the collection, recording, organization, structuring, storage, adaptation or modification, retrieval, consultation, use, transmission, dissemination or other disclosure, alignment or combination, restriction, deletion or destruction.

Network security failure means any intangible and technological failure of the security of computer systems or other technological security measures leading to unauthorized access to or theft of data, loss of operational control over data, transmission of a virus or malicious code, or denial of service.

Electronic data means facts, concepts and information converted into a form usable for transmission, communication, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. The term electronic data also includes programs, software and other coded instructions and commands for processing and manipulating data or for controlling and manipulating electronically controlled equipment.

A computer virus is a set of harmful, malicious, or other unauthorized commands or codes, including a set of unauthorized commands or codes, programmatically or otherwise, that are intended to cause damage and are transmitted to a computer and spread through a computer system or network of any nature. A computer virus includes, but is not limited to, “Trojan horses”, “worms”, and “time or logic bombs”

### ČSN

Czech technical standards in the current version.

### DAMAGE TO ITEMS

Damage or Destruction of an Item, not its Loss.

### DAMAGE ON THE ENVIRONMENT

Damage to the environment or its components (e.g. air, soil or living organisms), which includes consequential damage directly related to environmental pollution (e.g. death of fish due to water pollution or lost profits).

### DESTRUCTION OF ITEMS

A state of matter where the thing can no longer be used for its original purpose and it is not possible to restore it to its original state by an economically expedient repair.

### DOOR FRAME WALL

Wall supporting the notch in the original (grown) terrain. It is thicker (i.e. made of a denser material) than the Facing Wall (protecting the rock notch), but thinner than the Retaining Wall (supporting the embankment).

### EARTHQUAKE

Earthquakes caused by geophysical processes in the Earth’s interior.

### EMERGENCY SITUATION/STATUS

An accidental and unexpected event that is not common in the operation of the insured Building or establishment restricts their normal operation and requires urgent repair

### ENTRANCE DOOR

All doors that lead to the insured Building (including doors from the garden, garage doors, etc.). We do not consider French windows and garage doors without locks on the outside to be entrance doors.

### EXERCISE OF OWNERSHIP TO AN INSURED BUILDING OR UNIT

Facts related to the exercise of ownership, which may result in damages for which the Insured is responsible as the owner of these insured objects (e.g. the fall of a tile from the roof).

### EXPLOSION

Sudden manifestation of the expansion of gases or vapours to the outside,



including the explosion of pressure vessels and the sudden compensation of the vacuum.

### FACADE

External thermal insulation composite system with thermal insulation made of expanded polystyrene or mineral wool and with a final surface treat

### FALL OBJECTS

The fall of any objects that are not inside the Building, caused by the earth's gravity on the Insured Property.

### FENCING, FENCE

A free-standing structure whose task is to prevent or restrict movement across a border. The fencing usually has columns and fillings or is composed of parts, or it is a continuous self-supporting strip.

### FINANCIAL DAMAGE

Damage that causes the injured party a loss of money and is not damage to property, damage caused by death or personal injury, or lost profit. Net financial damage is financial damage that is not directly causally related to death, personal injury or property damage (e.g. fines). Consequential financial damage is financial damage that is in direct causal connection with death, personal injury or property damage (e.g. lost profits).

### FIRE

A fire that has been created or spread outside a designated fireplace.

### FLOOD

We consider a flood to be:

- flooding of the place of insurance with water that has emerged from the banks of a watercourse or waterworks as a result of natural phenomena (e.g. rain, melting, shifting of ice)
- influx of water caused by a failure of a waterworks (e.g. a broken dam)

### FLOODING

We consider a flooding to be:

- flooding of the insurance site caused by insufficient runoff of atmospheric precipitation, which will create a continuous water surface
- influx of water caused by rain

### GARAGE

A structure which is connected to the ground by a solid foundation and which is intended for the accommodation of motor vehicles.

### GOOD TECHNICAL CONDITION OF THE SURVEILLANCE AND ALARM RECEPTION CENTER

The surveillance and alarm reception centre is a device for the transmission of signalling from a secure area to a central evaluation site operated by the Police of the Czech Republic or the security service.

### GROSS NEGLIGENCE

Serious violation of legal regulations (e.g. fire, safety), which caused damage or increase its consequences.

### GROWTH

Woody plants (i.e. trees, shrubs and semi-shrubs) that grow in the open soil at the place of insurance. These plants must be intended for cultivation in the Central European climate.

### INCREASED WINDOW SECURITY

Construction openings:

- with glazing, if all are resistant to forced entry min. according to class 2 ČSN EN 1627 (installed grille, roller shutter) or;
- fitted with special safety glass resistant to forced entry min. according to class P1 / P1A ČSN EN 356 or;
- fitted with glazing with installed safety foil from the inside of the glass in such a way that it reaches up to its edges and meets min. requirements according to class P2 / P2A ČSN EN 356 or;
- equipped with a functional shutter, resistant to crocheting, dropping and levering, which is secured from the interior by a locking system and which can be removed from the outside only by rough force

### INFECTIOUS DISEASES

Symptomatic and asymptomatic disease caused by the agent of the infection or its toxin, which results from the transmission of the agent or its toxin.

### INSURANCE YEAR

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

### INSURED

The one whose property, liability or other interest is covered by the insurance.

### INSURED EVENT

An accidental fact for which we will provide insurance indemnity in accordance with these insurance conditions. With respect to liability insurance is an event where you, your employee or agent, unintentionally cause harm to someone else during the term of the insurance and you will be obliged to compensate for this damage in accordance with legal regulations. We consider several events as one insured event if at the same time:

- originated for one reason or there is no causal link
- individual events and their consequences follow each other immediately in time and plot
- the gradual consequences could not be prevented

### INSURED PROPERTY

Buildings and movables insured by this insurance contract.

### INTERNAL INSULATION

Thermal insulation material or its layer applied on the inside of the perimeter masonry, trusses or in the composition of the floor, with the final surface treatment.



**ITEMS IN THE CAR**

Things that you or your employee carry in your vehicle in connection with your business. By your vehicle we mean any vehicle that you are the operator of or which you use under loan agreement.

We consider items that you carry on open or tarpaulin cars to be items in the car only if they are cargo which, due to its size or nature, cannot be transported otherwise and at the same time meets the conditions described in the Minimum Mandatory Security chapter.

**ITEMS OF SPECIAL VALUE**

We consider items of special value to be:

- antiques, i.e. old things of artistic value or old unique objects
- items of collector's value and collection, i.e. sets of items of the

same nature and collector's interest, where the sum of the values of individual items forming the collection is lower than the value of the collection as a whole

- items of historical value
- artworks

In the event of damage, we will ask you for documentation on things of special value (author, title and description of the work, photo documentation, or expert opinion).

**ITEMS OUT OF PLACE OF INSURANCE**

Items you have stored outside the place of insurance in connection with your business.

**LANDSLIDE OF ROCKS AND SOIL**

Movement of rocks or soils along a slope, which occurs due to gravity or human activity in violation of the conditions of static balance of the slope.

**LIGHTNING STRIKE**

Direct lightning strike, during which the lightning current passes through the Insured Property and leaves demonstrably visible traces on it.

**LOSS OF ITEMS**

A situation in which the injured party has lost the opportunity to dispose of the item, regardless of his will.

**LOSS OF PROFITS**

Profit that you would otherwise have achieved if the Insured Event had not

occurred.

**MARKET PRICE**

The value that is usual at the place and time of the Insured Event.

**MINIMUM DOOR SECURITY**

The door must be properly locked with at least one of the following locks:

- box lock
- safety padlock min. BT 2
- lock with a cylindrical insert

**MINIMUM WINDOW SECURITY**

The window frame must be firmly attached to the Building. Window sash with glass filling or filling made of similar material, Closed from the inside of the insured space. If the window sash can be opened from the outside of the insured area, it must also be locked.

**MONEY, SECURITIES AND DEPOSITS**

Cash, securities, stamps, etc.

**NON-RESIDENTIAL SPACE AND RESIDENTIAL UNIT ON THE FLOOR**

The Building, whose all Building openings (i.e. windows, loggias, balconies, etc.) is located at the lower edge of min. 3 m above the level of the accessible terrain (e.g. sidewalk, lawn, terrace, porch).

**NEW PRICE**

The price at which you can buy the same or a comparable item again in a given place and at a given time. Building insurance is the cost required to build a new Building of the same

type, scope and quality, including project and engineering costs and administrative fees.

**OUTDOOR CONNECTIONS**

Outdoor connections include:

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

Please note that the outdoor connections must be located at the place of insurance or a maximum of 300 m away and must be owned by the Insured.

**OUTDOOR ITEMS**

Items that are in the open space at the place of insurance, such as furniture in the garden of a restaurant, goods displayed in front of the establishment, equipment and supplies stored in the yard.

**OVERVOLTAGE**

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

**PHYSICAL SECURITY**

Physical security of the place of insurance min. one guard of the security service providing a mobile patrol of the Building at a maximum of two-hour intervals. The control call (communication between the DPPC and the guard to verify the situation

**OVERVOLTAGE:  
VOLTAGE PEAK  
IN AN ELECTRICAL  
NETWORK OR  
STATIC DISCHARGE  
IN THE  
ATMOSPHERE.**

during the performance of the service) takes place in maximum two-hour intervals according to ČSN EN 15602.

### PLANE FALL

Impact or fall of an airplane, helicopter, glider or free balloon or other flying equipment or drone, its part or load on the Insured Property.

### PLUMBING EQUIPMENT

We consider as a water supply equipment:

- supply and drain pipes for drinking or service water distribution, including fittings and equipment connected to the
- permanently connected sanitary facilities
- heating system including boilers and radiators
- internal pipes designed for rainwater drainage
- internal distribution systems of ventilation, air-conditioning or solar systems, including devices connected to them
- internal distribution systems of fire extinguishing equipment, including equipment connected to them, only if there is a sudden violation of their integrity
- rain gutters and downspouts located on the Building envelope

### POLICYHOLDER

The one who concluded an insurance contract with us.

### PRODUCT

Any item that has been manufactured for the purpose of placing on the market. We also consider the work performed after its handover to be a product.

### PRODUCT DEFECT

A condition in which a product does not exhibit specified, expected or agreed properties

### PROPERTY RENTAL FOR BUSINESS

Property leased for business can also be insured by a natural person who is not a business. In this case, we mean the owner of the leased property wherever we talk about the entrepreneur in the insurance conditions. The insured activities for property insurance are then business activities legitimately run by the tenant in the leased property. For the purpose of liability insurance, the insured activity is only the ownership and lease of the insured property.

### REAL DAMAGE

Reduction of the damaged property in comparison with the condition as it was before the damage or costs necessary to restore the damaged property to the condition before the damage occurred.

### REGISTERS OF SOCIAL AND HEALTH INSURANCE COMPANIES

The costs of treatment incurred by the health insurance company and the social insurance benefits provided, which may be claimed from you by the

health insurance company or the competent state administration body of the Czech Republic if you cause harm by your illegal actions.

### RETAINING WALL

Wall terminating the embankment and shortening or replacing the embankment slope.

### ROBBERY

Possession, damage or Destruction of the Insured Property by the perpetrator using violence or under the threat of immediate violence against the Insured Person or to whom the Insured has entrusted the care of the Insured Property. The robbery can occur at the place of insurance and outside the place of insurance.

### SAFE

A locked safe firmly anchored in the building structure so that it cannot be removed, or of such size or weight that it cannot be removed.

### SAFETY CYLINDRICAL INSERT

A cylindrical insert which is installed in a safety mortise lock and which meets min. cl. 2 ČSN EN 1627

### SECURITY DOOR

Door min. according to class 2 ČSN EN 1627.

Such doors are usually:

- reinforced with sheet metal (at least 1 mm thick) or a steel grille (with meshes with maximum dimensions of 100 x 200 mm made of steel bars

with a diameter of 6 mm) against puncture

- Equipped with reinforced hinges with barriers against dropping and knocking out
- fitted with a safety at least three-point pivot lock

### SECURITY LOCKING SYSTEM

A set consisting of a mortise lock with a safety cylinder and safety fittings. Safety fittings usually prevent the insert from breaking and drilling and cannot be removed from the outside of the door (e.g. ROSTEX 802 + FAB 2018 B or ROSTEX R1). We also consider an electromechanical security lock to meet the requirements of a min. according to class 2 ČSN EN 1627.

### SHOCKWAVE

Pressure wave propagating through the air when the speed of sound is exceeded by an airplane

### SIDE CONSTRUCTION

The following objects, which are located at the place of insurance of the Building, non-residential space or housing unit:

- all Buildings that are connected to the ground by a solid foundation and are located on the same plot (e.g. Garage, shed, barn, Fencing, including gate, septic tank, well, Swimming pool, underground cellars, Retaining, Door and Tile walls, pergolas)
- technical equipment intended for use with an insured Building or ancillary

structure (e.g. gas tank, sewage treatment plant, pool or well pump, sumps and tanks, railways)

- paved areas with concrete, paved or asphalt surfaces (e.g. sidewalks, parking areas, roads inside the complex, ramps, bridges on internal roads); we do not insure surfaces with a dusty surface (e.g. slag, gravel, sand, clay)
- greenhouse – construction of the greenhouse and its glass and polycarbonate fillings
- site facilities
- silos and tanks
- cooling towers, refrigeration equipment
- chimneys
- flagpoles
- fixed sports ground equipment (eg gates, basketball hoops) and fixed playground equipment

### SMALL VESSELS

Windsurfing, canoes, kayaks and other boats that are not subject to the records of the State Navigation Administration (i.e. length up to 5 meters (without propulsion) and max. Power up to 4 kW / sails up to 10 m<sup>2</sup>).

### AWNING

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

### SOIL SITTING

The descent of the earth's surface towards the centre of the earth due to the action of natural forces or human activity.

### STANDARD VERTICAL SUPPORTING STRUCTURE OF THE BUILDING

Brick, concrete monolithic or assembled prefabricated or steel vertical supporting structure of the building.

### SWIMMING POOL

An artificial reservoir intended for recreation, which must be at least one half sunk in the ground. These are concrete, stainless steel or plastic pools. We do not consider inflatable pools, above-ground pools, or partially sunken pools, which are not intended for this method of installation by the manufacturer, to be swimming pools.

### TECHNICAL EMERGENCY SERVICE

Technical emergency service that performs assistance intervention.

### TERRORISM

Use or threat of violence by an individual or group of people, whether acting on their own initiative or in association with any organization or government, committed for political, religious, ideological or other similar reasons with the intent to influence the government or cause public fear or to groups of people.

### TILING WALL

The wall protects the rocky notched slope from the effects of the weather.

### TIME PRICE

The price of the item immediately before the Insured Event. We set this price from the New Price of the item, taking into account Wear, devaluation or appreciation of the item (e.g. modernization).

### UNDERVOLTAGE

Sudden voltage drop in the mains.

### VALUABLES

Articles of precious metal, precious stones, pearls, jewellery, watches, real fur coats, hand-woven rugs and other extremely valuable items (musical instruments, coins, etc.), money and valuables.

### VANDALISM

Intentional damage or intentional Destruction of the Insured Property by someone other than the Policyholder and the Insured, a person close to them, a person living with the Insured in the same household, their employee or agent. We also include some damage caused by animals to vandalism insurance, as stated in the Insurance Overview chapter.

### VEHICLE IMPACT

Impact of any vehicle or its cargo into the Insured Property

### WEAR

Natural loss of value of a thing caused by aging, use or external influences of a longer-term nature (e.g. permanent exposure to thermal or mechanical influences).

### WHIRLWIND

Air flow reaching the speed of min. 75 km / h If the air velocity cannot be determined, it is sufficient for us to prove that the movement of air in the vicinity of the place of insurance has caused damage to the Buildings in perfect condition or equally durable items.



# 2.7 MINIMUM MANDATORY SECURITY

In this chapter you will find an overview of the minimum requirements to keep your assets secure.

In order to be able to pay you the insurance indemnity from the Burglary insurance, you must have your property secured. If at the time of the damage you do not have a secured Building as we require, we will pay you the damage up to the limit to which the method of security will correspond. We take into account only those security devices that were functional and active at the time of the Insured Event. You must prove to us the level of security of the Building.

The security conditions also apply to a building, residential or non-residential unit under reconstruction or under construction.

When assessing damage from burglary insurance, we always evaluate the route that the perpetrator used to get to the place of insurance.

## SECURITY OF MOVABLE PROPERTY

Protective security must be adequate.

We consider such as:

- storage of insured movables in a locked Building or in a locked construction site facility located on the same plot as the insured Building
- locking movables to a non-movable item

In the case of property insurance, the insured premises must be locked and secured against burglary by a security device. The required security is described below in the Security Table. If movable items are in the open air (outdoor items), this land must be secured as described below in the paragraph Securing the land against forcible entry. Exceptions are:

- garden furniture stored in the open, but which must be attached to another non-movable object with

- a steel cable with a diameter of at least 5 mm and secured with a 1st class lock,
- construction of so-called gardens (or their parts) incl. fixed tapping equipment, located at the place of insurance outside the premises, which must meet the condition that their structures can be dismantled only with the use of at least standard hand tools and are of such a size or weight that they cannot be removed freely.

## SECURING ITEMS IN THE CAR

We will only compensate for damage caused by Theft of Items in the car if the following conditions were met at the time of the damage:

- the vehicle, including the load compartment, has been locked
- the vehicle has been parked in a locked separate Garage or in a guarded Fenced Car Park or guarded by a person (not just window surveillance, CCTV or an animal) or equipped with a working loud alarm and parked in such a place that the Insured or his representative can carry out an immediate vehicle inspection

If the cargo, due to its dimensions or nature, is transported by a tarpaulin, open cargo space, loading area or special transport vehicle that cannot be secured as above, we will only pay damages if the following conditions were met at the time of damage:

- the vehicle was equipped with an immobilizer
- the vehicle cab has been locked and equipped with a security

- device which signals an alarm acoustically when an unauthorized person enters the vehicle cab, or a GSM car alarm which notifies the vehicle operator by ringing (not SMS) when an unauthorized person enters the vehicle cab.
- the vehicle has been parked in such a place that the vehicle operator can immediately inspect the vehicle at the parking place
- the towed vehicle was part of the combination at the time of the damage.

## SECURITY OF VALUABLES

All valuables must be stored in the Safe. Damages to Valuables stored in the Safe with basic security with security class Z1 or Z2 will be reimbursed up to a maximum of CZK 20,000, damages to Valuables stored in the Safe with security class Z3 will be reimbursed up to a maximum of CZK 100,000.

Damages to valuables stored in the Safe cabinet or chamber safe with security class 0 will be reimbursed up to CZK 200,000 and in the Safe cabinet or chamber Safe with security class I will be reimbursed up to CZK 500,000 and in the Safe cabinet or chamber Safe with security class II will be reimbursed up to CZK 1 000 000. Safety classes are defined in ČSN 916012.

The room in which the Safe cabinet or chamber safe is located must have Enhanced Security for Windows, PZTS and Security Doors or Security Locking System.

## SECURITY TABLE

MINIMUM COMPULSORY SECURITY FOR THE INSURANCE AMOUNT		HOW MUCH DO WE PAY AT MOST
The perpetrator broke through the window	The perpetrator entered through a door or other means	
Minimum window security (closed)	Minimum door security (dosing lock or security padlock or cylinder)	CZK 100,000
Increased window security	Security locking system	CZK 300,000
Increased window security and Alarm security and emergency system	Security door and alarm security and emergency system or security locking system and alarm security and emergency system	CZK 2,000,000
Increased window security and alarm security and emergency system connected to the Surveillance and Alarm Reception Center	Security door and alarm security and emergency system connected to surveillance and alarm reception center or security locking system and alarm security and emergency system connected to surveillance and alarm reception center	CZK 10,000,000
Increased security of windows and alarm security and emergency system connected to the Surveillance and Alarm Reception Center and physical security	Security door and alarm security and emergency system connected to the Surveillance and Alarm Reception Center and physical security or security locking system and alarm security and emergency system connected to the Surveillance and Alarm Reception Center and physical security	above CZK 10,000,000

### LAND SECURITY AGAINST VIOLENT ENTRY

Damages due to forcible entry into the land will be reimbursed up to the limit for Outdoor Items. The condition is a continuous fencing of the entire perimeter of the land at the place of insurance with a fence with a height of min. 1.8 m made of steel mesh with min. thickness. wire 2.2 mm, max. mesh size 50 x 50 mm, mounted on fence posts made of steel tubes with

a minimum diameter of 38 mm and a wall thickness of min. 1.5 mm, anchored to the ground with a concrete foot of min. diameter 25 cm in min. depth 50 cm below the ground surface, max. distance between columns 3 m. All entrances and exits must be locked with a padlock BT 2 according to ČSN EN 1627 (current version).

### ROBBERY PROTECTION

In order to compensate for damage caused by robbery, the property must be secured with the following security features.

In the event of a robbery at the place of insurance, the property must be secured by means of a PZTS or Physical security or security performed by the Insured, an employee or another authorized person.

In the event of a robbery outside the place of insurance, the property must be guarded by security guided by the Insured, an employee or another authorized person, or min. one security guard.



# 2.8 FEE SCHEDULE

**In this section you will find an overview of the charges, which are connected with this insurance. Validity from 23rd November 2020.**

We have included the costs of the regular administration of the insurance contract in the premium you pay. However, if we incur costs that are related to acts beyond the scope of the ordinary insurance contract, we are entitled to demand payment from you. These include, for example, a fee for sending a reminder to pay premiums, for making and sending duplicates or copies of documents (such as insurance contracts) and for drawing up and sending information on the status of the insurance contract more than once per insurance year. In addition, we are entitled to demand payment of penalty fees.

The current list of fees, including their amount, is given in the fee schedule (Sazebník poplatků), which is part of these insurance conditions and is also published at our website [www.allianz.cz/pro-klienty/dokumenty-a-formulare](http://www.allianz.cz/pro-klienty/dokumenty-a-formulare) in the part Ostatní dokumenty.

We can conclude an insurance contract together for several decades. During such a long time, many changes can occur (for example, postage will increase or, on the contrary, we will no longer have to pay it at all, because we will send you documents electronically, etc.). We therefore reserve the right to adjust the amount of these fees. If this

## THE EXTRA CHARGES FOR ALL INSURANCE CONTRACTS

Reminder to pay premiums	50 CZK
Making a duplicate or copy of the documents you have received (e.g. insurance contract etc.)	50 CZK per each page of A4
Making information of the insurance contract overview more than once per insurance year (e.g. an overview of movements in your account etc.)	50 CZK

happens, we will let you know electronically to the contact email address you provided or in another suitable way, no later than 2 months before the change takes place. We will inform you only about those changes to the fee schedule that apply to you. At the same time, we will publish a new fee schedule on our website. If you do not agree with the change, you can terminate your contract for this reason.

If you do not do this, the insurance will continue to be valid with the changed amount of fees. You must deliver the notice to us in writing no later than on the day of validity of the new Fee schedule. The Agreement expires on the date of validity of the new Tariff of Fees. If you do not do this, the insurance will continue to be valid with the changed amount of fees.



# 3. USEFUL TIPS

In this section you will find useful tips on how to prevent damage.

## TIPS CONCERNING WEATHER



Unplug electrical appliances before prolonged absence. Not only can the computer not be short-circuited during a storm, but the kettle cannot start burning on its own.



If whirlwind is approaching, hide from the outside all the things it could take away.



Regular tree health checks can help identify those that could fall and trigger in the next wind.



At least twice a year, check that leaves, sticks or other dirt do not block the rainwater drainage with a gutter or drain.



Check from time to time that it does not leak through the roof due to a cracked tile.



Close windows before starts to rain. It can also flow in through micro-ventilation, a gust of wind can glaze an unsecured window.

## TIPS CONCERNING THEFT



If possible, keep doors and windows closed and locked, especially when leaving your shop. An open window or door is an invitation for thieves.



Keep jewelry and other valuables in a locked box or Safe. Beware of small portable boxes - a thief can easily take them. A Safe anchored to the wall or floor is a much better choice. Of course, access codes and keys to it must be well hidden and provided only to trusted persons.

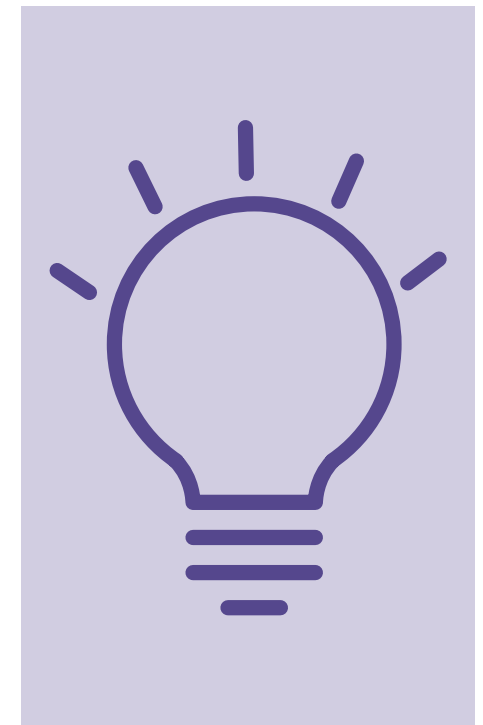


Let someone you trust, who lives in your neighborhood, your phone number, so you can be contacted if something unusual occurs during your absence.



Take good care of your keys. Never leave them unattended and do not attach to them an identification of what they are from.

If you are away for an extended period of time, arrange with a trusted person to collect your mailbox. A box full of leaflets means that the owner is far away.





## TIPS CONCERNING FIRE



Never leave an open fire unattended (candles, fireplaces, Advent wreaths, Christmas trees with burning sparklers, etc.).

Ensure regular cleaning of the chimney. Not only are there a risk of fines for non-compliance with this legal obligation, but the risk of soot ignition is highly real. Such fires occur in the Czech Republic even 1.5 times more per year than people die on the roads. You can find exact information on the required cleaning frequency in the current decree, it can be several times a year.

We also recommend regular inspections of boilers or other equipment, which may also be subject to a legislative obligation to do so.

And as we wrote above - a safe kettle is the one you pull out of the socket.

In the event of a fire, smoke sensors can help. Test them once a month and replace the batteries at least once a year.

## TIPS CONCERNING WATER SUPPLY DAMAGE



If you are leaving for a long time, turn off the water supply.



Regularly replace the supply hoses at toilets, washbasins, etc. Their failure is a very common reason for heating.



In winter, ensure that the minimum temperature in the premises is maintained so that the water in the pipes does not freeze.

# 4. QUESTIONS YOU CAN STILL HAVE

**In this section, you will find answers to some of the most common customer questions. If you have any further questions, do not hesitate to contact us at any time at [www.allianz.cz/napiste](http://www.allianz.cz/napiste) or visit our website [www.allianz.cz](http://www.allianz.cz). We will be happy to help you.**

## How can I pay insurance premiums?

We allow you to pay insurance premiums in all common ways - in cash or by card at selected sales representatives or by bank orders.

## What is your account number where I have to pay the premium?

For property insurance, the account number is 2727/2700 and the variable symbol is the number of the relevant insurance contract.

## How do I request a refund if I have paid in error by mistake twice?

Contact our client centre +420 241 170 000, where we will arrange details with you. We usually return the payment to the account from which it came.

## When will you receive a letter / e-mail with information on how much and by when should I pay?

The so-called annual letters with payment details are sent two months before the Anniversary of the beginning of the insurance validity. If you pay premiums semi-annually or quarterly, we will send you a letter one month before the start of the next period. When paying monthly, we will calculate all monthly instalments and their maturity in the Annual Letter.



# 5. HELP US TO BE BETTER

We always try to provide great service to our customers. If you have any comments or problems, we will take care of them with the highest priority. You will receive our answer as soon as possible, in the way chosen by you.  
Feel free to contact us with any questions, requirements or comments.

# THANK YOU FOR YOUR TRUST.

PLEASE DO NOT HESITATE AND CONTACT US IN CASE  
OF QUESTIONS, REQUESTS OR COMMENTS

We are ready to answer to you via:  
Telephone number +420 241 170 000  
Website [www.allianz.cz/napiste](http://www.allianz.cz/napiste)  
Our branches  
Your insurance agent

