

## **General Insurance Terms and Conditions for Vehicle Accident Insurance**

(Own Damage CZ 202504VPPHAV)

The relevant provisions of Act No. 89/2012 Coll., the Civil Code, these General Insurance Terms and Conditions for Vehicle Accident Insurance (hereinafter the "GITC"), the Special Insurance Terms and Conditions for Vehicle Accident Insurance for Supplementary Insurance (hereinafter the "SITC"), which are an integral part of the insurance contract, apply to vehicle accident insurance for natural persons and legal entities that is agreed by Euro Insurances DAC (hereinafter the "Insurer").

In the event of a conflict between these GITC and the insurance contract, the provisions of the insurance contract will prevail. In the event of a conflict between these GITC and the provisions of an act that may be deviated from, the provisions of these GITC will prevail.

### **Article I**

#### **Scope and Territorial Validity of Insurance**

1. Pursuant to these GITC, an insurance contract may be agreed for the following insurance perils:
  - a. accident, where an accident is understood to mean the accidental sudden action of external mechanical forces on the insured vehicle (impact, collision, fall);
  - b. theft, where theft is understood to mean the theft of the vehicle as a whole or its external parts or the taking of the vehicle, its internal parts or accessories by theft or breaking and entering; robbery is also considered to be theft;
  - c. natural disasters, where a natural disaster is understood to mean damage or destruction of a vehicle by the accidental sudden action of the following natural

physical forces: windstorm, hailstorm, lightning strike, landslide, rock or earth collapse, avalanche, flood, inundation, fire and explosion. Damage or destruction of a vehicle due to a fault or short circuit in the electrical wiring, including the battery, is also considered a fire;

- d. vandalism, where vandalism is understood to mean damage or destruction of a parked vehicle by a demonstrably intentional act of a third party.
2. The insurance applies to insurance events during the term of insurance occurring in Europe, including Turkey, with the exception of Belarus, Moldova, Russia and Ukraine, unless otherwise agreed in the insurance contract.
3. An insurance event is an accidental event that causes damage and that is connected to the Insurer's duty to provide insurance benefits.

### **Article II**

#### **Insured Items**

1. The insurance pursuant to Article I(1) of these GITC applies only to the vehicle insured in accordance with the insurance contract, its mandatory or supplementary (fixed to the vehicle) equipment supplied for the relevant type of vehicle, if included in its sale price, or other equipment the acquisition of which the policyholder is able to prove to the Insurer.
2. A vehicle can be insured if it is subject to entry in the vehicle register in the Czech Republic, has a valid Czech vehicle registration certificate, is undamaged and meets the conditions for operation on roads, unless otherwise agreed in the insurance contract.

### **Article III**

#### **Exclusions from Insurance**

1. The insurance does not cover damage:
  - a. caused by an intentional act of the policyholder, the insuree or an authorised vehicle user, including persons living in the same household or dependent on them for their maintenance, or other persons acting at the instigation of any of such persons;
  - b. incurred during the use of the vehicle for criminal activities of the persons referred to in subparagraph (a) of this paragraph;
  - c. if, at the time of the damage event, the vehicle was being driven by a person who did not hold the relevant driving licence or a person whose driving licence had been withdrawn or suspended by a decision of an administrative authority or who had been prohibited from driving a vehicle by a final decision of a court or administrative authority, or if the person who was driving the vehicle at the time of the damage event did not meet other conditions laid down by law for driving a vehicle or was not clearly identified; this exclusion does not apply in the case of theft of the vehicle;
  - d. occurring as a result of insurrection, violent riots, strikes, terrorist acts, war, intervention by public power, earthquakes or nuclear power;
  - e. arising during races of any kind and during competitions with a speed element, as well as during preparatory driving for such races and competitions;
  - f. caused by damage to or destruction of tyres, unless there is also other damage to the vehicle that gives rise to the Insurer's duty to provide insurance benefits;
  - g. caused during or in direct connection with the repair or maintenance of the vehicle;
  - h. for which a repairer, carrier or supplier is liable under the law or a contract;
  - i. caused during the period from the time the vehicle is handed over to the repairer or vehicle dealer until the vehicle is returned to its owner or authorised user;
  - j. caused by functional stress, natural wear and tear, material fatigue or defects, design or manufacturing defects;
  - k. caused by a defect that was already present in the vehicle at the time the insurance was agreed and that was or could have been known to the policyholder or insuree, regardless of whether it was also known to the Insurer;
  - l. caused by improper operation or maintenance, and by use of the vehicle, its parts or equipment in a manner other than that intended by the manufacturer or for military purposes;
  - m. if the vehicle was not roadworthy at the time of the damage event (that originated in a vehicle accident);
  - n. caused by the operation of the vehicle as a work machine, including when it is used to tip or otherwise handle its load;
  - o. caused by an item carried on or in the vehicle;
  - p. caused by alienation or theft that occurred while the vehicle keys were left in the vehicle while it was parked.
2. This insurance does not give rise to the right to insurance benefits for consequential damages of any kind (e.g. loss of earnings, loss of profit, inability to use the insured item, etc.) or for incidental expenses (costs of legal representation, postage, express surcharges, etc.).

### **Article IV**

#### **Conclusion of Insurance Contract, Establishment of Insurance and Deductible**

1. The insurance is established at the time the insurance contract is concluded, unless it is agreed it commences later.
2. Unless otherwise agreed, the insurance contract serves as a written confirmation of the agreement of the insurance – insurance policy.
3. Unless otherwise agreed in the insurance contract, the vehicle insurance is agreed with a deductible only. The agreed deductible amount

represents the amount that the beneficiary contributes to the damage arising from each insurance event.

## **Article V**

### **Change and Termination of Insurance**

1. Any changes or additions to the insurance contract are made in the form of a written amendment to the insurance contract with the consent of both contracting parties.
2. The Insurer or the policyholder may cancel the insurance within two months of the date the insurance contract is concluded. An eight-day notice period begins on the date notice is delivered and the insurance expires at the end of this period. The Insurer is always entitled to premiums for the duration of the insurance, the Insurer is obliged to return any remaining unused premiums to the policyholder in the pro rata amount calculated to the nearest day.
3. If the insurance is taken out with regular premiums, the insurance terminates by notice given by the Insurer or policyholder at the end of the insured period; notice must be given at least six weeks before the end of the insurance period.
4. The insurance expires at the end of the period for which it was agreed.
5. Change of ownership or co-ownership of the insured vehicle does not terminate the insurance. Rights and duties under the insurance contract for the original vehicle owner are transferred to the new vehicle owner(s). The insurance continues under the same terms and conditions and the policyholder is obliged to inform the insured of the contents of the insurance contract.
6. In the event of theft of the entire vehicle or total loss, the insurance terminates on the last day of the month in which the theft or total loss occurs. The policyholder is obliged to prove the destruction or theft of the vehicle to the Insurer. The Insurer is entitled to premiums for the duration of the insurance. The Insurer is obliged

to return the remaining unused ordinary premiums to the policyholder.

## **Article VI**

### **Insurance Period, Premiums**

1. The insurance is concluded for a period of one (1) year with automatic renewal, unless the insurer or the policyholder notifies the other contracting party at least three (3) months before the expiry of the insurance period that it is not interested in continuing the insurance, in which case the insurance shall lapse on the expiry of the relevant insurance period. The insurance period for each individual vehicle is one (1) month.
2. The policyholder is obliged to pay premiums for the insurance periods agreed in the insurance contract (ordinary premiums).
3. The premiums represent payment for the insurance and include the Insurer's expected costs for insurance benefits, the Insurer's administrative costs, profit and loss prevention costs, taking into account, in particular, the scope of the insurance, the insured risk, the existence and amount of the deductible, the method of securing the insured vehicle, the amount of and change to the insured value of the insured vehicle and the claims process based on the Insurer's own statistical data. The amount of premiums is determined according to the rates set by the Insurer, with premiums calculated based on actuarial methods for an annual insurance period.
4. The Insurer has the right to adjust the amount of premiums for the next (new) insurance period in connection with a change to the terms and conditions decisive for determining the amount of premiums. In such a case, the Insurer is obliged to notify the policyholder of the new premium amount and the effective date of the change at least two months in advance. If the policyholder does not agree to a change to the amount of premiums, he/she/it must make an objection to the Insurer within one month of the date on which he/she/it becomes aware of the proposed change to the amount of premiums;

in such case, the insurance will terminate upon the expiry of the relevant insurance period preceding the insurance period to which the proposed change to premiums relates. The Insurer is obliged to notify the policyholder of this consequence in the notification of the newly set premium amount. The Insurer may make such a change only once a year, with effect from the beginning of the next (new) insurance period, unless the contracting parties agree otherwise.

5. If, during the course of insurance, facts occur that affect the amount of discounts or surcharges provided, the Insurer will make a corresponding change to the amount of premiums with effect from the first day of the following insurance period at the latest.

## **Article VII**

### **Duties of Policyholder, Insuree, Authorised Vehicle User and Other Parties to Insurance**

In addition to the duties set out by legal regulations, the policyholder and the insuree are obliged to, particular:

1. Answer truthfully and completely all the Insurer's questions concerning the conclusion or amendment of the insurance contract; they are also obliged to notify the Insurer without delay in writing of any change to the facts about which they were asked when concluding or amending the insurance contract.
2. Immediately notify the Insurer that the item was insured (with one or more Insurers) for the same event more than once and at the same time state the Insurer, insurance contract number, sums insured or limits on insurance benefits agreed in the other insurance contracts.
3. Before agreeing and during the insurance, allow the Insurer to determine the technical condition of the vehicle by inspecting it, including the presentation of all documents concerning the vehicle and ownership rights to the vehicle.
4. Allow the Insurer to verify the truthfulness and completeness of the information provided, as well as the documents and items submitted.
5. If there is a substantial increase or decrease in the insured risk (Article XIII(1) of these GITC), the policyholder is obliged to notify the Insurer of such change without delay and to pay the Insurer's newly determined premiums. The insuree is obliged to notify of such change, if he/she/it is a different person/entity to the policyholder.
6. Take care to prevent an insurance event from occurring; in particular, he/she may not drive the insured vehicle under the influence of alcohol, an intoxicating or psychotropic substance or a medicine marked with a prohibition against driving a motor vehicle, consume alcohol, the aforementioned substances or medicines after an accident for a period of time during which it would be detrimental to establishing whether he/she consumed them before or during driving, thereby breaching the duties aimed at averting or reducing danger, as imposed on him/her by law or the insurance contract; nor shall he/she tolerate any breach of these duties by third parties.
7. Maintain the vehicle in proper technical and condition prescribed by the manufacturer.
8. Immediately report to the police any incident involving a claim for insurance benefits by the beneficiary, if it is related to a traffic accident, criminal offence or misdemeanour; if the vehicle is stolen outside the territory of the Czech Republic, they are obliged to report such event without undue delay also to the Police of the Czech Republic in the place of permanent residence or registered office of the vehicle owner and ask the Police of the Czech Republic to enter the stolen vehicle into the search system; failure to perform these duties is deemed to prevent or hinder the investigation due to fault on the beneficiary's part within the meaning of Art. VIII(2), last sentence; this reporting duty also applies in relation to other authorities (municipal authority, fire protection inspection, environmental inspection, etc.) if imposed by law and if related to an insurance event.
9. Notify the Insurer without undue delay that an event has occurred that is connected to a claim

of the beneficiary for insurance benefits, provide a true explanation of its occurrence and the extent of its consequences, submit the necessary documents requested by the Insurer and allow the Insurer to make copies of such documents.

10. In case of damage to the vehicle that is connected with a claim by the beneficiary for insurance benefits, to repair the vehicle in a repair shop designated by the Insurer or allow the Insurer to inspect the damaged vehicle and not to repair the damage to the vehicle (repair the damaged vehicle) without its consent; this does not apply, however, if the correction of the damage is necessary for safety, hygiene, environmental or other serious reasons or to prevent the extent of the damage from increasing; even in such cases, however, it is necessary to prove the existence of such reasons and to store the damaged parts of the vehicle until their inspection by the Insurer.
11. To enable the Insurer to carry out the necessary investigations into the causes of damage, the circumstances decisive for the assessment of a claim for insurance benefits, its scope and amount, including inspection of the insured item, inspection of the place of the damage event, making visual documentation of the damaged item and the place of the damage event, taking the necessary samples of damaged items, safety devices for the purpose of expert examination or other professional assessment.
12. In the event of the vehicle's theft, to hand over to the Insurer the vehicle documents (in particular the vehicle registration certificate), as well as all sets of keys to locks (as well as additional ones), including immobiliser and remote locking controls, that were supplied by the manufacturer, dealer or previous owner of the vehicle together with the vehicle or that were subsequently acquired.
13. If an insurance event occurs, to take measures to ensure that the damage related to the insurance event does not increase.
14. To take measures to prevent the lapse or extinction of the right to compensation for

damage, which is transferred to the Insurer pursuant to Section 2820 of the Civil Code.

15. In connection with the investigation of an insurance event, to authorise the Insurer, if necessary, to deal independently with all relevant authorities and institutions.
16. If, after an insurance event or payment of insurance benefits, he/she/it ascertains that the lost or stolen property to which the insurance event relates has been found, he/she/it will notify the Insurer without undue delay.
17. To prove, at the Insurer's request, that repairs have been carried out to the vehicle since the start of the insurance.
18. The policyholder and the insuree are obliged to ensure that all authorised vehicle users (hereinafter the "Vehicle User"), as well as other parties to the insurance, comply with the duties set out in the preceding paragraphs, with the exception of paragraph 1 and 4.

## **Article VIII**

### **Insurer's Rights and Duties**

The Insurer is obliged to:

1. Upon notification of an event to which a claim for insurance benefits relates, without undue delay initiate the investigation necessary to determine the extent of its duty to pay. Insurance benefits are payable within 15 days after the end of such investigation. An investigation is completed once the Insurer communicates the results to the beneficiary.
2. Complete the investigation within 3 months of being notified of the event pursuant to paragraph 1 of this article. If the Insurer is unable to complete the investigation within the time limit pursuant to the first sentence, the Insurer is obliged to inform the person who is to be or has become entitled to the insurance benefits of the reasons the investigation cannot be completed and, if the duty to pay is undisputed, will, at his/her/its request, provide him/her/it with a reasonable advance. The time limit pursuant to the first sentence may be

extended by agreement. This period does not run if the investigation is prevented or hindered through fault on the part of the beneficiary, policyholder or insuree.

3. Allow the policyholder and insuree to inspect the source documents collected by the Insurer in connection with the investigation of the insurance event and, if they so request, discuss the results of the investigation with them.
4. If the costs of the investigation pursuant to paragraph 1 of this article incurred by the Insurer were caused or increased by a breach of the duties of the parties to the insurance, the Insurer is entitled to claim reasonable compensation from the party that breached the duty.
5. Maintain confidentiality about facts concerning the insurance, as well as facts that come to its knowledge during the agreement of the insurance, its administration and during the adjustment of insurance claims.

## **Article IX**

### **Insurance Benefits and Their Calculation**

1. In the event of damage to the vehicle, the insurance benefits are understood to mean reasonable costs of repair using new spare parts or parts of the vehicle up to the maximum amount of the usual price of the vehicle in the Czech Republic at the time immediately before the damage event, after deduction of the agreed deductible pursuant to Article IV(3) of these GITC, unless otherwise stipulated in the SITC or agreed in the insurance contract.
2. In the event of total loss or theft of the vehicle, the insurance benefits are understood to mean the costs of purchasing a vehicle of the same type and quality in the Czech Republic reduced by an amount corresponding to the degree of wear and tear or other deterioration taking into account the market situation in the Czech Republic (the usual price at the time immediately before the damage event) and the value of the usable remains (pursuant to paragraph 3 of this article); the resulting amount will be further reduced by the amount of the agreed deductible (pursuant to Article IV(3) of these GITC).
3. Unless otherwise agreed, the usable remains of the vehicle damaged or written off due to the insurance event remain with the person to whom the insurance benefits were paid, and the residual value of such remains, representing the amount for which the remains can be sold, will be deducted from such insurance benefits.
4. If the item was insured for the same event with more than one Insurer, the Insurer, if it receives notification of the occurrence of the insurance event first, is obliged to provide insurance benefits for the entire loss, but not more than up to the usual value of the vehicle at the time immediately before the insurance event; it will inform the other Insurers of which it becomes aware of such insurance benefits.
5. The deductible is deducted from the compensation for damages arising from the insurance event separately for each case (Article I(1) of these GITC) for which the insurance benefits are paid.
6. No insurance benefits are provided for an insurance event where the amount of damage is lower than the agreed deductible.
7. If, as a consequence of the occurrence of an insurance event under insurance against theft of the insured vehicle (Article I(1)(b) of these GITC), the Insurer provides insurance benefits, the ownership of the insured vehicle (item) found does not pass to the Insurer, unless otherwise agreed. If the ownership right to insured property found does not pass to the Insurer, the beneficiary is obliged to return the insurance benefits to the Insurer after deducting the reasonable costs he/she/it had to incur to repair the defects that occurred at the time he/she was deprived of the possibility to use the property.
8. The Insurer is entitled to set off against the insurance benefits the amounts of premiums due and other receivables due under the insurance.
9. Insurance benefits are payable in the Czech Republic and in the domestic currency, unless otherwise agreed.

## **Article X**

### **Salvage Costs**

1. The persons referred to in Section 2819 of the Civil Code that reasonably incurred costs:
  - a. to avert the occurrence of an imminent insurance event or to mitigate its consequences are entitled to claim from the Insurer the reimbursement of these costs up to an amount corresponding to 10% of the agreed sum insured or the limit on insurance benefits;
  - b. that they were obliged to incur when removing the property damaged by the insurance event or its remains for hygienic, environmental or safety reasons, are entitled to compensation for damages from the Insurer up to an amount corresponding to 1% of the agreed sum insured or the limit on insurance benefits.
2. The limits referred to in paragraphs 1(a) and (b) of this article do not apply to the costs of saving the life or health of persons, where the persons who incurred such costs are entitled to reimbursement of such costs from the Insurer up to an amount corresponding to 30% of the agreed sum insured or limit on insurance benefits.
3. The limits set out in paragraph 1 and 2 apply in aggregate to all persons who incur the type of costs in question.
- an increase in the extent of its consequences, or the ascertaining or determination of the amount of the insurance benefits, the Insurer may reduce the insurance benefits in proportion to the effect of the breach on the extent of the duty to provide benefits.
3. The Insurer is always entitled to reduce or refuse insurance benefits:
  - a. if, at the time of the damage event, the vehicle was being driven by a person under the influence of alcohol, a narcotic or psychotropic substance or a drug marked with a prohibition against driving a motor vehicle, or if such person unreasonably refused to submit to a test for their presence at the police's request, or if by his/her actions after the accident he/she prevented such test from being carried out;
  - b. in the event of failure to comply with the duty under Article VII(10) of these GITC.
4. The Insurer is entitled to refuse to pay benefits under the insurance contract if:
  - a. the cause of the insurance event is a fact of which it learned after the insurance event occurred and that it could not have ascertained when agreeing the insurance or changing it as a consequence of intentionally or negligently false or incomplete answers to written questions and if, had it known this fact at the time the insurance contract was concluded, it would not have concluded the contract or would have concluded it on different terms; or
  - b. when exercising his/her/its right to benefits from the insurance, the beneficiary knowingly provides false or grossly distorted information concerning the scope of the insurance event or conceals material information concerning the event.

## **Article XI**

### **Reduction or Refusal of Insurance Benefits**

1. If the policyholder or insuree breaches any of the duties specified in the Civil Code, these GITC (SITC) or the insurance contract when arranging the insurance or amending the insurance contract and if, as a result, lower premiums were set, the Insurer may reduce the insurance benefits accordingly.
2. If the breach of the duties specified in the Civil Code, these GITC (SITC) or the insurance contract had a significant effect on the occurrence of the insurance event, its course or

## **Article XII**

### **Interpretation of Terms**

For the purposes of this insurance, the following interpretation of the terms is decisive:

1. A vehicle is understood to mean a motor vehicle (a road non-rail vehicle with its own drive) or a trailer (a road non-rail vehicle without its own drive that is attached to a motor vehicle). A special purpose vehicle is understood to mean a vehicle whose use involves a substantially increased insurance risk; this includes, in particular, the following types of vehicle use: a vehicle with right of way (except for an ambulance), a vehicle intended for the operation of a taxi service, for the transport of hazardous goods, for hire (car rental company), for driver training or for the removal of municipal waste and for ensuring the passability and cleanliness of roads, an armoured vehicle intended for the transport of valuables. The insurance contract must always specify the appropriate use of the vehicle.
2. Damage insurance is understood to mean insurance whose purpose is to compensate for damage resulting from an insurance event.
3. The Insurer is understood to mean Euro Insurances DAC, Ground Floor, Block C, Central Park, Leopardstown, Dublin 18, Ireland.
4. The policyholder is understood to mean the person/entity that concludes an insurance contract with the Insurer containing basic or supplementary accident insurance pursuant to these GITC and the SITC.
5. The insuree is understood to mean the person/entity whose property is covered by the agreed insurance.
6. The vehicle holder/operator is understood to mean the person/entity named as holder/operator in the registration certificate for the insured vehicle.
7. The beneficiary is understood to mean the person/entity who, as a result of an insurance event, becomes entitled to insurance benefits under these GITC and the SITC.
8. A party to the insurance is understood to mean the Insurer and policyholder as contracting parties, as well as the insuree and any other person who has a right or duty arising from the insurance, in particular the beneficiary, the vehicle owner, the vehicle holder/operator, as well as other authorised Vehicle Users.
9. The insurance period is the agreed period for which insurance premiums are paid.
10. The insured risk is understood to mean the degree of probability of occurrence of an insurance event within the scope of insurance pursuant to Article I(1) of these GITC.
11. The insured value is understood to mean the highest possible asset detriment that may occur as a result of an insurance event. The insured value of the insured vehicle is the vehicle's usual value at the time its value is determined.
12. The sum insured is understood to mean the upper limit on insurance benefits for one insurance event, unless otherwise specified in the SITC or agreed in the insurance contract.
13. The limit on insurance benefits is understood to mean the upper limit on insurance benefits in the case of supplementary accident insurance pursuant to the SITC, in the event of a single insurance event, unless otherwise stipulated in the SITC or agreed in the insurance contract.
14. For the purposes of insurance, the usual price will be the price of the vehicle or item for which it would be possible to purchase the vehicle or item on the market in the Czech Republic in the same quality and with the same degree of wear and tear or other impairment as at the date of valuation, determined pursuant to generally recognised vehicle price lists.
15. A damage event is understood to mean a fact as a result of which damage has occurred and that could give rise to a right to insurance benefits under these GITC and the SITC.
16. An insurance event is a random event with which the provisions of these GITC or SITC connect the Insurer's duty to provide insurance benefits.
17. Total loss is a loss in which the sum of all repair costs according to the manufacturer's technology (including value added tax) exceeds 70% of the vehicle's usual price (including value added tax) in the Czech Republic at the time immediately before the loss.
18. Partial damage is damage that does not reach the amount of total loss pursuant to paragraph 18 of this Article.



19. Theft is understood to mean the unauthorised taking of the vehicle or an external part with the intention of permanently or temporarily disposing of the vehicle or its part, provided the vehicle was properly secured against theft at the time of the damage event. The taking of a vehicle or its part by fraud or misappropriation (embezzlement) is not theft.
20. Theft by breaking and entering is understood to mean forcible entry into the vehicle and taking possession of the vehicle, its internal parts or accessories located therein with the intention of using it permanently or temporarily, provided the vehicle was properly secured against theft at the time of the damage event and the perpetrator demonstrably overcame an obstacle protecting the vehicle, its parts and accessories located therein against theft.
21. Robbery is understood to mean the unauthorised seizure of the vehicle, its parts or accessories located therein in such a way that violence or the threat of imminent violence is used against the Vehicle User.
22. A windstorm is understood to mean a wind flow of more than 75 km/h.
23. A hailstorm is understood to mean a phenomenon where pieces of ice resulting from the condensation of atmospheric moisture cause damage or destruction of the insured vehicle, after falling on it.
24. A lightning strike is understood to mean a lightning strike (atmospheric discharge) on the insured vehicle.
25. Landslide, rock or earth collapse means the random movement of such mass.
26. An avalanche is a phenomenon where a mass of snow or ice is suddenly set in motion.
27. A flood is understood to mean a temporary significant rise in the level of a watercourse or reservoir, causing flooding of smaller or larger areas (territorial units) by water that has spilled from watercourses or reservoirs or has breached their banks or dams.
28. Inundation is understood to be the flooding of an area lacking natural drainage by water, with the subsequent creation of a standing or flowing body of water.
29. A fire is understood to mean a fire starting outside a designated fireplace or a fire that has left a designated fireplace and spread by its own power or was started or spread by a perpetrator. The effects of utility fire or radiant heat and smouldering with restricted air access are not considered to be fire.
30. Explosion is understood to mean the sudden destructive action of a compressive force consisting of the expansion of a gas or vapour. A reaction in an engine combustion chamber or a sonic boom is not an explosion.
31. An insurance intermediary is a natural person or legal entity who carries out professional activities aimed at concluding insurance contracts and carrying out other related activities. The position of insurance intermediaries, their rights and duties are regulated by Act 170/2018 Coll., on distribution of insurance and reinsurance, as amended.
32. Accessories means parts or fixed equipment (including spare parts) manufactured in a standard design for installation or use in a vehicle.

## **Article XIII**

### **Delivery**

1. Correspondence may be delivered through a postal licence holder or in person. The Insurer and the policyholder may agree in writing, in specific cases expressly provided for, that for certain cases electronic delivery to e-mail addresses to be communicated by the contracting parties for these purposes or via applications designed for this purpose is possible (e.g. online reporting of insurance events through the My Ayvens Portal).
2. The Insurer will deliver documents to the policyholder, insuree or beneficiary at the address specified in the insurance contract or at the address communicated in writing by such persons to the Insurer.

The policyholder, insuree and beneficiary will deliver documents to the Insurer at the Insurer's registered office, unless the Insurer informs the

- policyholder, insuree or beneficiary in writing of a different address for delivery.
3. Correspondence addressed to the Insurer is delivered on the date on which the Insurer acknowledges receipt. Correspondence addressed to the policyholder, insuree or beneficiary (hereinafter the “Addressee”) is deemed to have been delivered on the date of its receipt by the Addressee or on the date on which the Addressee refuses to accept the correspondence. If the Addressee is not present, a document is deposited with the postal licence holder, who calls on the Addressee to collect it. If the Addressee fails to collect a document during the deposit period, it will be deemed to have been delivered on the day on which it was deposited, even if the Addressee was not aware of its deposit, or on the day on which it was returned to the Insurer as undeliverable due to a change of address that the Addressee did not notify to the Insurer; this does not apply if the Addressee proves that he/she/it was unable to collect mail or notify the Insurer of the change of address due to hospitalisation, spa stay, stay abroad or for other serious reasons.
  4. Delivery in accordance with paragraphs 2 and 3 applies to correspondence sent with a delivery slip or by delivery to the Addressee in person. Correspondence sent through a postal licence holder by ordinary mail or registered mail will be deemed to have been delivered only if the sender proves its delivery or if the person to whom it was addressed confirms such delivery.
  5. The sending of correspondence by telegraph, telex (fax) or electronic means with effects of delivery pursuant to paragraph 2 and the first sentence of paragraph 3 is possible either based on an agreement between the parties to the insurance on the method of sending correspondence and confirming its receipt or if the Addressee confirms delivery in an unquestionable manner (e.g. by electronic signature or confirmation e-mail of the Addressee).
  6. The contracting parties are obliged to notify each other of any change of address for delivery of correspondence.
  7. Sums of money can be sent through financial institutions. The Insurer sends sums of money to the account communicated to it by the policyholder, insuree or beneficiary for this purpose. The policyholder, insuree and beneficiary deliver sums of money to the Insurer to the accounts communicated to them by the Insurer for this purpose. A sum of money intended for the Insurer is deemed to have been paid on the date on which the sum is credited to the account of the Insurer or policyholder, if entitled to receive it, or on the date on which the Insurer or policyholder, if entitled to receive it, acknowledges receipt of the sum of money in cash. If a sum of money is paid through a postal licence holder, the sum of money is delivered at the moment the postal licence holder confirms its receipt.

## **Article XIV**

### **Concluding Provisions**

1. Unless otherwise agreed, all legal acts relating to insurance must be in writing.
2. The right to insurance benefits is time-barred at the latest after 3 years; the time-bar period for the right to insurance benefits starts to run 1 year after the occurrence of an insurance event.
3. Insurance arranged based on an insurance contract of which these insurance terms and conditions are a part is governed by the legal order of the Czech Republic and the courts of the Czech Republic are competent to settle disputes arising from this insurance. This also applies to insured risks abroad, unless the legal regulations of the country where the insured risk is located provide for the application of its own regulations.