UNIQA	UNIQA pojišťovna, a.s. Registered at the Municipal Court in Prague, Section B, File 2012. Evropská 136, 160 12 Praha 6 ID Number: 49240480 Tel.: +420 488 125 125	**Supplementary insurance conditions for liability insurance**	**DPP/CZP/ Odpo/15**

Article 1 – Liability insurance

If expressly agreed in the insurance policy, the insurance applies also to citizens' liability for damages. The insurance is regulated by these supplementary insurance conditions and by the general insurance conditions – general part – UCZ/CZP/14.

This insurance is agreed as loss insurance.

These supplementary insurance conditions expand foreigners' health insurance to include cover of damages arising from damage or, in the case of bodily harm and death, the detriment for which the insured person is liability and which arises from the area of private risks. The duration of this extended insurance can in no way exceed the duration of the foreigners' health insurance.

The following articles according to UCZ/CZP/14, general part, are not applied: Art. 1(2), Art. 2(5), Art. 8(4).

The following provisions are variances from VPP UCZ/CZP/14 whereas in other matters VPP UCZ/CZP/14 is valid in full or as appropriate.

Article 2 – Subject of insurance

1. The subject of insurance includes damages or also detriment, in the case of bodily harm or death, that occurred during the insured travel and for which the insured person is liable according to the civil law regulations of the country in which these damages occurred.
2. Insurance applies to the insured person's obligation to compensate:
   - detriment suffered by another person in the case of bodily harm or death;
   - damage suffered by another person through damage or loss to property (where property refers to a tangible item, meaning a controllable part of the external world that has the nature of an independent object);
   - other damage arising from detriment, in the case of bodily harm or death, and damage to property according to this clause (**subsequent financial damage**); all caused by activities in normal civilian life when operating regular tourism activities.

Article 3 – Insured claim

1. An insured claim is the inception of the insurer's obligation to compensate damages or also detriment, in the case of bodily harm or death, for which the insured person is liable by law (not based on a contract). If an authorised body decides about the compensation of this damage or detriment, it applies that the insured claim occurred only on the date when the decision of this boy came into legal force.

Article 4 – Insurance indemnity

1. Based on liability insurance, the insured person is entitled to having the insurer pay on their behalf, up to the insurance indemnity limit agreed in the insurance policy:
   a) real detriment, in the case of bodily harm or death, of a third party, if the insured person is liable for this detriment;
   b) damage to the property of third parties, if the insured person is liable for this damage;
   c) expenses required for the legal protection of the insured person against a claim which the insured person and insurer consider unjustified.

2. The insurer will pay on behalf of the insured party those expenses:

a) corresponding to the maximum non-contractual remuneration of the attorney for defence in the preliminary proceedings and in proceedings before the first-degree court in criminal prosecution conducted against the insured person in connection to the damage or also detriment, in the case of bodily harm or death, which the insurer is to indemnify;

b) proceedings on compensation of damages or, in the case of bodily harm or death, also detriment, before the first-degree court, if such proceedings were necessary to determine the insured person's liability and the insured person is obliged to pay these expenses; however, expenses for legal representation of the insured person are paid by the insurer under the condition that it undertook in writing to do so;

c) out-of-court discussion of the claim to compensation of damages or also detriment, in the case of bodily harm or death, suffered by the damaged person;

d) defence of the insured person before the court of appeals in criminal prosecution, proceedings on compensation of damages or also detriment, in the case of bodily harm or death, before the court of appeals, or their own expenses arising from such proceedings, under the condition that the insurer undertook in writing to compensate them.

3. If the insured person deliberately misleads the insurer about fundamental circumstances concerning the claim to compensate of damages or also detriment, in the case of bodily harm or death, or the amount thereof, the insurer is authorised to reduce the insurance indemnity proportionally.

4. The insurer is entitled to a refund of part of the compensation of damages or detriment, in the case of bodily harm or death, from the insured party if the insured claim was caused under the influence of alcohol, addictive substances or a product containing such substance.

The insurer's indemnity per individual damage claim is restricted by the agreed insurance indemnity limit.

For all damage claims, the total agreed insurance indemnity limit is available maximally three times. In the event of a claim, the insurer's indemnity is reduced by the deductible set out in the policy.

Whether the obligation exists to compensation damages or also detriment, in the case of bodily harm or death, and whether additionally the damaged person bears any blame, depends on the circumstances of each individual case. The mere fact that damage or also detriment, in the case of bodily harm or death, occurred, does not necessarily mean that the obligation to compensate such damage or detriment exists.

If the insured person is obliged to pay indemnity in the form of allowance and the capital value of allowance exceeds the insurance indemnity limit or the remaining part of the insurance indemnity limit after deducting potential other indemnity from the same insured claim, then the allowance will be paid only in the ratio of the agreed insurance indemnity limit, respectively its residual value, to the capital value of the allowance.

Article 5 – Exclusions from insurance

1. Insurance does not apply to the insured person's obligation to compensate damage or also detriment, in the case of bodily harm or death:

a) caused intentionally, wilfully, by contrivance or malevolence, whereas act or omission during which the occurrence of damage must in all probability have been expected or was neglected (e.g. with respect to choosing a method of work that saves time and costs) are equated with intent;

b) accepted or recognised by the insured person beyond the scope stipulated by legal regulations;

c) caused by operating means of transport and other activities, for which legal regulations impose the obligation to conclude insurance or to which mandatory insurance applies;

d) caused by operating or driving a motorised or non-motorised aerial or naval vehicle, the operation of which requires a pilot or captain's license in the Czech Republic or in the country in which the damage occurred;

e) caused by water, soil, air or general environmental pollution;

f) caused by the introduction or spreading of a contagious disease for human, animals or plants;

g) caused in connection to war incidents, civil unrest, revolts or repressive intervention by state authorities;

h) caused to loaned items that the insured person uses (with the exception of leased premises), and items that they took over for the purpose of performing an ordered activity;

i) **during the insured person's business activity, including liability for detriment incurred by their employee according to labour regulations and liability for products;**

j) **during the performance of work duties within labour relationships or in direct relation thereto, for which the insured person is liable to their employer;**

k) **for which the insured person is liable to their spouse, or common law partner or registered partner, direct relative and persons living with the in a shared household;**

l) **caused by animals; this exclusion does not apply to animals owned by the insured person;**

m) **caused by operating publicly organised sporting competitions, matches or races in any type of sport, any type of professionally operated sport;**

n) **caused to items used unlawfully by the insured person.**

2. **Also excluded from insurance:**

   a) **claims from liability for defects;**

   b) **claims concerning the fulfilment of contracts and fulfilment replacing the fulfilment of contracts;**

   c) **liabilities for compensation of non-property detriment caused from gross neglect, by violating important legal obligations or for particularly condemnable motives;**

   d) **liabilities for compensation of non-property detriment which were agreed or arose otherwise than in the case of bodily harm or death.**

Article 6 – Insured person's obligations

As soon as a claim occurs, the insured person will contact the insurer's partner or insurer immediately and inform them in detail about the cause and scope of damages.

1. In addition to the obligations stipulated by legal regulations and the obligations set out in the general part of VPP UCZ/CZP/14, the insured person is obliged:

   a) to substantiate the damage to the third party's property by means of a protocol between the insured person and damaged person, which must state how the damage occurred, when and where it occurred, what was damaged, in what scope, the purchase price of the item and its age; the value of damage must also be stipulated; **the protocol must be signed by the insured person and damaged person and at least two witnesses, who must not be related to the insured person or damaged person; the witnesses' name and surname, date of birth, permanent address and telephone number must be indicated;** in the case of damages worth up to CZK 10,000, the damage may be settled – in this case the insured person is obliged to submit a receipt of payment of damages;

   b) to substantiate detriment to the health of the third party by means of a police protocol and medical report with a detailed diagnosis of the damaged party's injuries;

   c) to immediately inform the insurer's partner or insurer that prosecution will most likely be commenced in the near future in connection to the insured claim;

   d) in the event of an incident, which could be a reason for inception of the right to claim damages or also detriment, in the case of bodily harm or death, to inform the insurer of this fact in writing immediately;

   e) to undertake all possible measures to prevent an increase in the scope of damage or also detriment, in the case of bodily harm or death;

   f) in the case of an insured claim, to provide the insurer and the insurer's partner with the necessary cooperation to determine the cases and scope of damages or also detriment, in the case of bodily harm or death, to provide truthful explanations about its occurrence and scope, and to submit the documents requested by the insurer by the agreed deadline;

   g) to inform the insurer immediately if a claim to compensation of damages or also detriment, in the case of bodily harm or death, has been applied against the insured party; - the right to compensation of damages or also detriment, in the case of bodily harm or death, was applied to the court or other relevant authority; - prosecution against the insured party has been commenced, and disclose who their defendant is.

h) in proceedings on compensation of damages or also detriment, in the case of bodily harm or death, to proceed according to instructions from the insurer's partner or the insurer, including lodging an justified appeal according to instructions (in this case the costs for appeal proceedings are borne by the insurer);

i) to acknowledge or settle damages or also detriment, in the case of bodily harm or death, only with prior written consent from the insurer, with the exception of damages worth up to CZK 10,000 to the property of a third party (see clause 1a of this article).

The violation of these conditions may lead to a reduction or refusal of insurance indemnity.

The insurer and insurer's partner are authorised to perform all the necessary actions related to handling claims on behalf of the insured person within the insurance policy. If the handling of the claim from liability by acknowledgement, satisfaction or settlement required by the insurer fails due to resistance of the insured person, the insurer is not obliged to compensate the increased costs of the receivable or appurtenances thereto from the moment of such refusal.

These supplementary insurance conditions come into effect on 1 August 2015