



# Notice to insurance applicants

We would like to draw your attention to certain aspects of the insurance you are taking out.

The insurance is arranged by a group insurance policy to which you are deemed as the insured. The group insurance policy was concluded by Flatio s. r. o., Company ID No.: 038 88 703, with its registered office at Dominikánské náměstí 187/5, Brno-město, 602 00 Brno as the policyholder, and we INTER PARTNER ASSISTANCE, S.A., acting in the Czech Republic through an affiliated branch, act as the insurer.

This method of insurance distribution allows us to offer you an attractive and "tailor-made" insurance product that is best adapted to your specific needs. On the other hand, it carries with it certain specific aspects, which we will try to explain here.

Taking out insurance under a group insurance policy means the following for you:

- You cannot dispose of the group insurance policy as you are not the policyholder. That is, you cannot terminate, change, extend, etc., the contract. If the group insurance contract between us and the policyholder is terminated, your insurance will continue as normal unless the group insurance contract provides otherwise,
- you are not entitled to customise or change the scope of the insurance cover; you are always limited by the cover and the scope of the group insurance policy. In some cases, you can choose from several insurance programmes, known as insurance packages, but this is not the rule,
- the policyholder takes out the insurance for your benefit free of charge,
- we grant you rights that are analogous to the policyholder's rights to the greatest extent possible. As a rule, you have the right to dispose of your insurance, i.e. to terminate it or, if the group insurance contract allows it, to change its scope,
- you have the right to insurance benefits. You can assert this right against us directly in court,
- you are entitled to the highest level of care from us. You will receive all the information and documents required by law as if you were the policyholder from us. You can contact us at any time with a request or even a complaint,
- if you are a consumer, you can pursue your rights through out-of-court dispute resolution bodies.

Your insurance is governed by the group insurance policy and the insurance policy terms and conditions. An extract of the group insurance contract, which defines the basic rights and obligations of the participants to the insurance, will always be available to you, as will be the insurance terms and conditions and other documents related to the insurance.



# General Insurance Policy Rental Insurance for Travel Stays - Flatio.com

## Part I. Introductory provisions on insurance

1. For this travel insurance policy, which is taken out by the Policyholder with the Insurer INTER PARTNER ASSISTANCE S.A., a member of the AXA Group, having its registered office at 7 boulevard du Régent, 1000 Brussels, Belgium, entered in the Commercial Register kept by the Greffe de Tribunal de commerce de Bruxelles under registration number 0415591055, acting through INTER PARTNER ASSISTANCE, affiliated branch, Company ID No.: 28225619, with its registered office at Hvězdova 1689/2a, 140 62, Prague 4, registered in the Commercial Register kept by the Municipal Court in Prague under file number A 59647 (hereinafter referred to as the "Insurer"), with particular application of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and the group insurance policy No. 10738/86352 (hereinafter referred to as the "group insurance policy"), an integral part of which are these General Insurance Conditions of Rental Insurance for Travel Stays of 1 March 2023 (hereinafter referred to as the "insurance policy").
2. The group insurance policy was concluded with the insurer by the policyholder Flatio, s. r. o., Company ID No.: 038 88 703, with its registered office at Dominikánské náměstí 187/5, Brno, 602 00 Brno (hereinafter referred to as the "policyholder").
3. In the event of a conflict between the provisions of the group insurance policy and the provisions of the insurance policy, the group insurance policy shall prevail.
4. The insurance is governed by the law of the Czech Republic.
5. The insurances taken out under the group insurance contract and the insurance policy are claims-made insurances, unless otherwise stated below.

## Part II. General Information

### Article 1. Definitions of Terms

For the purposes of this insurance, the following terms are defined as follows:

**Assistance service of the insurer** is a legal entity that provides insurance benefits and related assistance services to the beneficiary in the name of and on behalf of the insurer. The assistance service represents the insurer in the application, investigation and settlement of claims. The assistance service or another representative authorised by the insurer has the right to act on behalf of the insurer in all insurance events defined by this insurance policy Address of the Assistance Service: AXA ASSISTANCE CZ, s.r.o., Hvězdova 1689/2a, 140 62, Prague 4.

**Time price** denotes a price an item had immediately before the insured event; it is determined from the new price of the item taking into account any wear and tear or other devaluation or valuation of the item, which occurred to the thing through its repair, modernisation or otherwise.

**Extermination** is a set of measures aimed at the suppression of generally harmful and epidemiologically important rodents and other animals, including the prevention of their penetration into the residential unit.

**Disinfection** is a set of measures that lead to the destruction of moulds and fungi by physical, chemical or combined processes.

**Pest control** is a set of methods and means designed to control insects and other arthropods, including the elimination of swarms or nests of stinging insects.

**Minor material** is the small additional material necessary for the repair such as gaskets, screws, putty, wires, etc. Whole spare parts such as a new tap or siphon, a new lock insert, glass fillings, etc. are not considered to be minor materials.

**An emergency situation** within the scope of assistance services means a random and unexpected event (e.g. gas leak) that is not usual in the operation of the household of the residential unit, limits its normal operation and requires urgent repair.

**Dispute value** refers to the monetary value that someone wants you to pay, or which you are requesting from someone, or which you are suing someone for. It does not include penalties, interest or late fees.

A **lease** is a temporary use of a residential unit created by a rental contract.

A **tenant** is a person who has entered into a rental contract and is lawfully using the residential unit. A tenant is also considered to be a room-mate who lawfully uses the residential unit in accordance with the rental contract.

The **rent** is the rental fee for a period of 30 days.

A **residential unit** or also a "household of a residential premises" is in particular an apartment, a house or a spatially separated part of a house which, for the purposes of a rental contract, constitutes a separate rental unit and is the subject matter of a rental contract. A residential unit can also be a room of a house, apartment or hotel room.

The **beneficiary** is a person for whom the right to indemnification arises in the event of insurance loss.

**Personal documents** for the purposes of this insurance are the ID card, passport, and driving licence.

**Other emergency situation** is a random, unforeseeable event occurring without the fault of the insured or co-insured, resulting in the occurrence of harmful and epidemiologically significant rodents and other animals or insects in the residential unit.

**Term of insurance** is the period from the start of insurance to the end of insurance as stated in the document through which insurance is taken out.

**Insurance benefits** are benefits provided in accordance with the provisions of the group insurance contract and the provisions of the insurance policy provided by the insurer in the event of an insured event.

For the purposes of rental insurance under a group insurance policy, **the insured** is the landlord for whose benefit the insurance is taken out.

A **failure of a domestic appliance** is a defect caused solely by material fatigue or faulty assembly by the manufacturer which prevents the appliance from being used for the purpose for which it is intended, i.e. non-functionality of the appliance.

The **landlord** is the natural or legal person who rents out the residential unit through the policyholder.

**Summary of Benefits** is a statement of all limits of insurance benefits and co-insurance agreed under each specific policy. The Summary of Benefits forms an integral part of this insurance policy.

A **rental contract** is a contract for the rental of residential unit entered into between the landlord and the tenant through the policyholder.

For the purpose of rent insurance, **the co-insured** is the tenant in the cases defined in the insurance conditions.

**Co-insurance** denotes the amount by which the insurance benefits are reduced and which you are required to bear in the event of an insured event.

A **dispute** is a situation of conflict between the insured's interest and the interest of a third party, where the insured is forced to take action to enforce and/or protect his/her right if its exercise is impaired and/or denied by a third party.

**Damage** is any loss to property, unless such loss is expressly excluded from coverage in this insurance policy.

**Damaging event** denotes an accidental event that occurs during the term of insurance and which could give rise to a claim for insurance benefits under this insurance policy. If the terms set out in these insurance policy are met, a damaging event becomes an insured event and we become obliged to provide insurance benefits.

**Damage insurance** denotes any policy that compensates you for damage caused by an insured event. This includes damage you have sustained or damage you have caused to another.

**Act of terrorism** is the use of force or violence, or the threat of force or violence, by any person or group of people, alone or in association with any organisation or government, committed for political, religious, ideological or ethnic reasons or purposes, causing harm to human health, tangible or intangible property or infrastructure, including the intention to influence any government, intimidate a population or section of a population.

**Event** denotes both a damaging event and an insured event.

**Door and lock jamming** is a situation where the closed main entrance door of a residential unit cannot be opened with the appropriate key, or due to the loss of the key or locking oneself out.

A **natural disaster** is a windstorm, hailstorm, lightning, fire, explosion, plane crash, flood or flash flood.

## **Article 2. Insurance Risks, Limits of Insurance Benefits**

1. Rental insurance is a set of insurance risks, which are:
  - a) Liability insurance,
  - b) Insurance of assistant services and

c) Legal protection insurance.

2. The individual insurance risks and definitions of insured events are listed in Part III of the insurance policy marked as Individual Insurance.
3. The limits of insurance benefits shown in the table of Summary of Benefits in the following paragraph represent the maximum amounts that the insurer will provide in aggregate for all insured events occurring during the term of each individual insurance policy. There is no limit to the number of insured event claims that can be claimed under the insurance. The Summary of Benefits also shows the limits of partial insurance benefits and the insured's co-insurance payment for the loss. These partial limits of insurance benefits apply to each insured person's insured event claim.

SUMMARY OF BENEFITS	LIMITS
<b>LIABILITY INSURANCE</b>	
Liability for actual damage caused by the co-insured to the household furnishings of the residential unit, including building components, according to Part III, point A, Article 1 of the insurance policy	EUR 20,000 the insured's co-insurance EUR 20
Liability of the co-insured for consequential loss, as a result of which the insured cannot rent the property to another tenant according to Part III, point A, Article 1 of the insurance conditions	double the rent, but up to 70% for arranged stays *
<b>INSURANCE OF ASSISTANCE SERVICES</b>	
Emergency situation: <ul style="list-style-type: none"> <li>- Electrical work</li> <li>- Plumbing work</li> <li>- Glass work</li> <li>- Gas work</li> <li>- Heating work</li> <li>- Chimney work</li> </ul> Other emergency situations: <ul style="list-style-type: none"> <li>- Extermination, pest control and disinfection</li> </ul>	EUR 500
Door and lock jamming <ul style="list-style-type: none"> <li>- Locksmith work</li> </ul>	
Assistance with household appliances <ul style="list-style-type: none"> <li>- Repair of household appliances</li> </ul>	
IT assistance	2 phone consultations with a technician in duration max. 60 minutes per consultation
<b>LEGAL PROTECTION INSURANCE</b>	
Disputes with the tenant	EUR 1,000

\* Arranged stays means the aggregate of the rentals from all rental contracts concluded at the date of the claim, with the rental commencing at the earliest from the date of the damaging event.

### **Article 3. Insured Event, Territorial Scope of Insurance**

1. Rental insurance applies only to the residential unit that is the subject matter of the rental contract. A condition for the right to insurance benefits is that the damaging event occurred during the duration of the rental contract (i.e. the rental contract is valid and effective at the time of the damaging event). The address of the residential unit is specified in the insurance contract document.
2. An insured event is an accidental damaging event covered by the insurance that occurs during the period of insurance. The insured event for individual insurance policies is further defined in Part III. In the Insurance Policy marked as Individual Insurance.

3. If the insured event is caused intentionally either by the person claiming the right to insurance benefit or by a third party at his/her initiative, the right to insurance benefit arises only if it has been expressly agreed or if the Civil Code or another law so provides.
4. The insurance covers all insured event claims arising in the territories specified in the group insurance policy.

#### **Article 4. Start and End of Insurance, Right to Insurance Benefits**

1. The individual insurance is agreed (i.e. arises) on the date of conclusion of the rental contract.
2. The insurer shall provide the insured with a proof of insurance as confirmation that the insurance has been taken out.
3. The insurance is taken out for the period specified in the document of taking out the insurance (insurance period). The start of insurance begins on the first day of the lease. The end of the insurance occurs on the last day of the lease.
4. Individual insurance terminates at the end of the insurance period. Other methods of termination of insurance are specified in the group insurance policy.

#### **Article 5. Insurance Premiums**

1. The premium is paid by the policyholder according to the terms of the group insurance policy.
2. The insurer arranges the insurance for the insured free of charge, i.e. the insured does not pay for the insurance.

#### **Article 6. Insurance Exclusions**

1. The insurance does not cover the following cases:
  - a) where the damage incurred was foreseeable or known at the time the policy was taken out;
  - b) where the damage has been caused by war, peacekeeping missions, hostilities, riots, insurrections or other disturbances, strikes or public authority interventions;
  - c) where the damage has been caused by radioactive radiation, chemical or biological contamination;
2. Further exclusions from insurance may be set out in other parts of this insurance policy.

#### **Article 7. Obligations of Insurance Participants**

1. The **insured** is obliged to:
  - a) with the exception of the obligations stipulated by the Civil Code and the group insurance contract, the insured in all his/her actions is obliged to ensure that the insured event does not occur, in particular he/she must not violate the obligations aimed at averting or reducing the dangers imposed on the insured by legal regulations or on the basis of them, or by the insurance policy,
  - b) if the damaging event has already occurred, the insured is obliged to take measures to ensure that the damage does not increase,
  - c) impose a similar obligation under Paragraph 1(a) of this Article on the tenant (co-insured) under the rental contract and instruct him/her on the proper use of the residential unit facilities,
  - d) if a damaging event has occurred, secure sufficient evidence of the extent of the damaging event, in particular by preserving the damaged items or parts thereof by means of photographic or film material, video footage and third-party testimony,
  - e) report the occurrence of a damaging event claim without undue delay after its occurrence via e-mail or the insurer's assistance call centre, which is open 24 hours a day, all days of the year. The insurer's assistance call centre can be contacted at the following numbers: +420 272 099 954 or +441737334404; e-mail: info@axa-assistance.cz.
  - f) provide the following information to the insurer's assistance staff when contacting the insurer's assistance call centre or any other contact:
    - name and surname of the insured/beneficiary,
    - number of the rental contract
    - address at which the residential unit is located,

- contact telephone number of the insured person/beneficiary,
  - a brief description of the damaging event or problem,
  - any other information requested by the insurer's staff that is relevant to the damaging event claim,
- g) answer truthfully and completely all questions from the insurer or the insurer's assistance service concerning the claim,
  - h) provide the insurer or assistance service with all documents necessary for the investigation of the damaging event claim, which the insurer or assistance service requests, the documents must be in Czech or English, if the relevant document is drawn up in another language, the insured is obliged to submit it in necessary cases together with an official translation into Czech or English,
  - i) provide the insurer or assistance service with contact details of the counterparty (at least full name and permanent address),
  - j) report the harmful event without undue delay to the police or other competent public administration authority if a criminal offence, administrative offence or misdemeanour is suspected in connection with the damaging event,
  - k) maintain the residential unit and its equipment in good technical condition and comply with the technical standards and instructions of the manufacturer or supplier relating to operation and maintenance,
  - l) notify us of any insurance of the same or similar nature taken out with other insurers;
  - m) assert with another person the right to compensation for the damage caused by the insured event;
2. The insured and/or the beneficiary are obliged to fulfil other obligations set out in the insurance policy beyond the scope of this article.
  3. The obligations arising for the insured under this Article shall also apply to the beneficiary if this is different from the insured.
  4. In addition to the obligations set out in the Civil Code and the insurance policy, the **insurer** has the following rights and obligations:
    - a) discuss the outcome of the investigation into the damaging event with the person who has exercised the right to claim the insurance benefits, or report these results without undue delay;
    - b) request, at our own discretion, original documents necessary for the provision of the insurance benefits, in particular original invoices and other original documents proving the actual costs incurred;
    - c) return the original documents transmitted to us, which you request to be returned, except for the original proof of payment on the basis of which the insurance benefits were provided.
    - d) notify the co-insured without undue delay that he/she has taken out insurance covering the value of the co-insured's insurable interest and inform the co-insured of the rights and obligations arising from the insurance taken out.
  5. Verify the occurrence, course, and extent of the damaging event (including requesting witness statements of the persons involved, expert reports, or other documents).
  6. The insurer, through the insurer's assistance service, is entitled to invite the insured or the beneficiary to pay the repair costs himself/herself from his/her own funds and subsequently to send the proof of payment together with other written documents and information, which the insurer may request, to the address of the insurer or the insurer's assistance service for reimbursement.
  7. If you violate the obligations set out in these Policy Conditions and the violation has a material effect on the origin of the covered loss, on its course, on increasing the extent of its consequences or on the establishment or determination of the amount of the insurance benefits, the insurer has the right to reduce the insurance benefits in proportion to the effect this violation had on the extent of the insurer's obligation to pay, or to refuse the claim. The insurer shall always reduce the insurance benefits under this paragraph if the occurrence and extent of the insured event was caused by gross negligence of the insured.
  8. If the insured has breached the obligations set out in this insurance policy and as a result of this breach the costs of the investigation of the claim incurred by the insurer have been caused or increased, the insurer shall be entitled to claim reimbursement of these costs from the insured.
  9. In the event that the insured and/or beneficiary receives reimbursement from a third party or through another legal relationship for expenses incurred which would be covered by this insurance, the insurer shall be entitled to reduce the insurance benefit by the amount received by the insured and/or beneficiary as reimbursement, as appropriate.

10. The insurer shall be represented by the insurer's assistance service when exercising its rights and obligations related to the investigation of claims, the settlement of claims, the provision of insurance benefits, communication with the insured and, where applicable, other activities.

#### **Article 8. Other Provisions**

1. Any complaints of the insured may be delivered in writing to the address of the insurer's assistance service: AXA ASSISTANCE CZ, s.r.o., Hvězdova 1689/2, 140 62 Prague 4 – Nusle. The insured also has the possibility to address his/her complaint to the Czech National Bank, Na Příkopě 28, 115 03 Prague 1.
1. All disputes arising out of or in connection with the insurance shall be settled, unless agreed by the parties to the insurance, by a competent court in the Czech Republic in accordance with generally binding legislation. In the event of a dispute, the insured parties undertake to make efforts to reach an amicable solution. In the event that the dispute cannot be resolved amicably, the parties to the insurance shall apply to the court of the Czech Republic having territorial and substantive jurisdiction. This provision is without prejudice to the provisions of Part III, point C, Article 1, Paragraph 5 of the insurance policy.
2. For the out-of-court settlement of disputes, the insured, if they are a consumer, may turn to the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), which is the competent authority designated for the out-of-court settlement of non-life insurance disputes. The out-of-court settlement of consumer disputes is governed by Act No. 634/1992 Coll., on Consumer Protection. Disputes between the Insured Party, if they are the consumer, and the Insurer may also be resolved through the Online Dispute Resolution Platform set up by the European Commission ([www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)) in the case of insurance taken out online (via a website or other electronic means). By decision of the Ministry of Industry and Trade, the Office of the Ombudsman of the Czech Association of Insurance Companies ([www.ombudsmancap.cz](http://www.ombudsmancap.cz)). This insurance and the corresponding obligation of the insurer to provide the insured or the beneficiary with assistance in the event of an insured event does not replace, and cannot replace, the mission of departments and corps established by law by state or local authorities to provide emergency medical, firefighting, rescue or reconnaissance tasks, and no financial or other form of compensation is provided under this insurance for any interventions of these departments.
3. The insurer informs the policyholder and the insured that, in accordance with the provisions of Section 2859 of the Civil Code, they have the right to request the insurer to conclude an arbitration agreement for the resolution of disputes between the policyholder and the insurer or the insured and the insurer arising from legal protection insurance. The arbitration proceedings shall be conducted in the case of conclusion of an arbitration agreement before the Arbitration Court of the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic (hereinafter referred to as the "Arbitration Court") in accordance with its rules and regulations and shall be decided by one arbitrator appointed by the Chairperson of the Arbitration Court.

#### **Article 9. Service of Documents and Form of Legal Acts**

1. Legal acts aimed at changing or terminating the insurance must be made in writing, unless the group insurance policy provides otherwise. A legal act in written form may be executed in paper or electronic form.
2. Notification of an insured event may also be made by telephone or by e-mail; however, if the insurer requests the person claiming the right to insurance benefits to do so, notification of the insured event must be made in writing on the insurer's appropriate application form.
3. Correspondence during the investigation of an insured event may also be delivered by e-mail to the e-mail address of the insurer and/or the person claiming the right to insurance benefit, or by fax to the fax number of the insurer, and/or the person claiming the right to insurance benefit.
4. If the person claiming the right to the insurance benefit so requests in writing, the insurer shall inform that person in writing of the result of the investigation of the insured event, or shall inform that person in writing of the reasons why the investigation cannot be completed within the specified time limit.
5. The legal act, which must be in writing, shall be delivered to the other party in accordance with the provisions of this Article.
6. A legal act in written form (hereinafter also referred to as a "document") shall be delivered to the addressee:
  - a) Through the holder of a postal licence under a special legal regulation, to the last known address of the addressee to whom the document is addressed, or

- b) electronically signed in accordance with special legislation, or
  - c) personally by an employee or an authorised person of the Insurer.
  - d) by e-mail to info@axa-assistance.cz
7. If the document is addressed to the insurer, the address for delivery is the address of the insurer's authorised representative, AXA ASSISTANCE CZ, s.r.o., Hvězdova 1689/2a, 140 62 Prague 4, Czech Republic. Delivery to the insurer's authorised representative shall be deemed to be delivery to the insurer.
  8. Services shall be governed by the provisions of Section 573 of the Civil Code.
  9. If acceptance of the document is refused by the addressee, the document shall be deemed to have been served on the date of refusal of acceptance.
  10. If the addressee cannot be found at the address for delivery, without having informed the insurer of this fact, the document is considered to be delivered on the day when the consignment is returned to the insurer as undelivered.
  11. All legal acts and notifications concerning the insurance must be made by the insured in Czech or English.

#### **Article 10. Transfer of Rights to the Insurer**

1. If, in connection with an imminent or occurring insured event, the person entitled to the insurance benefit, the Insured Party or the person who has incurred rescue costs has a right to compensation or other similar right against another person, this claim, including accessories, collateral and other rights related thereto, shall pass to the Insurer at the moment of payment of the insurance benefit, up to the amount of the benefit paid by the Insurer to the beneficiary. This does not apply if the person has incurred such a right against the person who lives in the same household as them or is dependent on them for maintenance, unless they caused the insured event intentionally.
2. The person whose right has been transferred to the Insurer shall provide the Insurer with the necessary documents and shall disclose to the Insurer everything that is necessary for the claim to be made, in particular, they shall provide the Insurer with true and complete information about the insured event, about the third party against whom they have a right to compensation or other similar right, about their Insurer, their legal representative, if any, or about other persons acting on behalf of the third party, and, where applicable, about the compensation received from the third party or another Insurer.
3. If the person whose right has passed to the Insurer claims damages against the third party responsible for the occurrence of the insured event or against the Insurer of the third party, that person shall inform the third party or the Insurer of the third party of the existence of the Insurer's right to compensation under this Article. The person whose right has passed to the Insurer is further obliged to take the necessary steps to enforce the Insurer's right against the third party or the third party Insurer. The person whose right has passed to the Insurer shall furthermore be obliged to take all measures to prevent the Insurer's right to compensation under this Article from being barred or extinguished.
4. If the person whose right has passed to the Insurer obstructs the transfer of the right to the Insurer, the Insurer has the right to reduce the insurance benefit by the amount it could otherwise have received. If the Insurer has already provided the benefit, it has the right to compensation up to this amount.

#### **Article 11. Personal Data Processing**

1. The insurer, as the controller, shall be entitled to process the personal data of the insured (hereinafter collectively referred to as the "data subject") to the extent necessary for the proper performance of the Insurer's obligations set out in the group insurance policy and generally binding legal regulations. The insurer shall be entitled to process the personal data of the data subject for the period necessary to ensure the rights and obligations arising from the group insurance policy and for the period of time resulting from generally binding legal regulations (e.g. the law on archiving, the law against legalisation of proceeds from crime, accounting, or tax regulations, etc.).
2. The controller shall:
  - Take such measures as to prevent unauthorised or accidental access to, alteration, destruction, loss of or unauthorised transfer of personal data or other unauthorised processing or other misuse of personal data, it being understood that this obligation shall continue to apply after the processing of personal data has ceased;
  - Process only true and accurate personal data;

- Collect personal data only to the extent necessary for the stated purpose;
  - Not accumulate personal data which was obtained for different purposes;
  - Protect the privacy of the data subject when processing personal data;
  - Provide information on the processing of personal data upon request of the data subject.
3. The controller shall be entitled to transfer personal data to other entities (hereinafter also referred to as the “processor”) for the purposes and for the period set out in Paragraph 1 of this Article.
  4. The controller undertakes to ensure that any persons who come into contact with personal data (in particular employees of the controller, processors, employees of the processor) comply with the obligations laid down by law, the group insurance policy and the insurance policy, even after the contractual or employment relationship has ended.

## Part III. Individual Insurance plans

### A. Liability insurance

#### Article 1 Scope of Insurance Coverage

1. The subject matter of the liability insurance is the **liability of the co-insured** for damage caused to the insured as defined by law or by the rental contract:
  - a) on tangible movable property which constitutes the household furnishings (hereinafter also referred to as "property") of the dwelling and serves its operation or the satisfaction of the needs of the insured or co-insured, which is owned by the insured, and
  - b) on the structural components of the residential unit (e.g. walls, windows, doors, kitchen unit).
2. The insurance shall also cover the liability of the co-insured for damage as referred to in Paragraph 1 caused by the co-insured's dog or cat which is in the residential unit with the consent of the insured and in accordance with the rental contract.
3. The subject matter of the insurance is also the liability of the co-insured for damage caused to another in connection with the lawful use of the residential unit or the normal use of the household facilities of the residential unit.
4. The condition for the claim for insurance benefits is the claim for compensation against the tenant.
5. In case of damage, destruction or loss of an item, the insurer will pay the time value of the item at the time of the damaging event.
6. In the event of an insured event, the insurer shall provide insurance benefits consisting of payment of the actual damage and consequential damage within the limit according to the Summary of Benefits.
7. If a court is to pass a decision on awarding damages, we can only decide on the claims of the victims on the basis of the final court decision.
8. If an event occurs where multiple persons are injured at one time from a single cause, this represents a single event and coverage is limited to a single limit of insurance benefits, which is divided among the injured in proportion to the amount of their claims. The same applies to claims arising from various causes which are temporally, territorially or otherwise related.
9. If the co-insured pays for damage for which he/she is directly liable to the injured party, he/she has the right to reimbursement of the amount paid, if it is established on the basis of an investigation that he is entitled to such insurance benefits according to the insurance policy.

#### Article 2 Insurance Exclusions

1. Excluding the exclusions set out in Part II. General information, Article 6, insurance does not cover cases where a damaging event has occurred:
  - a) as a result of a breach of contractual obligations or the provision of guarantees in excess of those required by law;
  - b) failure to comply with the duty to prevent and minimise damage;
  - c) in connection with the use of motorised or non-motorised vehicles, vessels or aircraft, with the exception of bicycles, electric bicycles and children's inflatable boats. This exclusion also applies to aerial models and drones.
2. In addition, the insurance does not cover damage:
  - a) to items used by the insured without legal title or against the will and/or without the knowledge of the owner;
  - b) damage to cash;
  - c) to audio, video and data media;
  - d) to the environment;
  - e) to items taken in for repair;
  - f) to damage caused by normal wear and tear and use or long-term use.

## **B. Insurance of assistant services**

1. The subject matter of the insurance is the provision of insurance benefits to the insured to the extent and under the conditions set out in the insurance policy, in the event of:
  - a) Emergency situations,
  - b) Other emergency situations,
  - c) Door and lock jamming,
  - d) Assistance with household appliances,
  - e) IT assistance.

### **Part I. Emergency situations**

#### **Article 1 Scope of Insurance Coverage**

2. In the event an emergency situation arises in the residential unit, the insurer will pay the necessary costs of the arrival of a repairer to the place of the damaging event and the reasonable costs of the work leading to the elimination of the cause of the emergency situation, including the cost of small materials, up to the relevant limit of insurance benefit specified in the insurance policy.
3. The costs of work and materials above the limit of insurance coverage are not covered by the insurance, and the insured pays for it him/herself from his/her own funds.
4. The work covered by the policy includes the following activities/professions: plumbing, electrical, glass work, heating including air conditioning repair, gas and chimney work.

#### **Article 2 Insurance exclusions**

1. The work for which the insurer's insurance claim is payable excludes any work carried out in:
  - a) non-residential premises intended for commercial use (such as manufacturing, industrial, commercial, office premises, etc.);
  - b) common areas in hotels, apartment buildings and properties with more than one apartment, such as hallways, stairwells, common attics, cellars, bicycle storage rooms, or common garages, if the residential unit is part of such apartment building or property. An apartment is not considered a common area if the residential unit is a room in that apartment;
  - c) premises located in buildings unfit for habitation;
  - d) premises that are in a significantly unsatisfactory technical condition due to neglected maintenance;
  - e) utility and energy distribution systems that are not part of the residential unit (e.g. utility systems that are common parts of the building within which the residential unit is located, utility systems for common areas of the property within which the residential unit is located, etc.).
2. Work and costs of the following nature are excluded from the works and operations carried out in the residential unit, the payment of which is the subject matter of the insurer's insurance performance:
  - a) routine repairs, maintenance or preventive repairs;
  - b) cases where the repair has been prescribed by the administrative authorities;
  - c) repairing damage caused by the fault of a third party;
  - d) repairs and actions recommended by the insurer after the insurer's previous intervention or measures which the insured/entitled person has failed to ensure are carried out and therefore repeatedly requires benefits of the same or similar nature;
  - e) acts and works required by the insured falling within the legal obligations of the owner or contractual obligations of the manager of the building in which the residential unit is located;
  - f) remedying the consequences of damage caused by unprofessional, unauthorised or unauthorised intervention by the tenant or a third party;
  - g) repairing the consequences of damage caused by any building repairs or alterations;

- h) remedying the consequences of damage caused by neglecting the maintenance of utility distribution systems;
  - i) repairing the consequences of damage caused by acting with intent to cause damage to the property or health of a third party or with intent to damage their rights or by vandalism;
  - j) expenses which are disproportionate and do not correspond to the standard costs of repairing the technical defect in question.
3. This insurance does not cover any damage to movable items that make up the furnishings of the residential unit or the removal of such damage (e.g. various electrical, gas and other appliances, furniture, valuables, antiques, money, etc.).

## **Part II. Other emergency situations**

### **Article 1 Scope of Insurance Coverage**

1. The insurance is taken out in the event of a sudden and accidental occurrence arising without the fault of the insured or co-insured, as a result of which harmful and epidemiologically significant rodents and other animals or insects have occurred in the residential unit.
2. In the event of another accident in the residential unit, the insurer shall pay the necessary costs incurred for the arrival of the emergency service technician to the place of the accident and the costs reasonably incurred for the work leading to the removal of the cause of the other accident and the removal of the damage to the structural components of the residential unit, including small materials, up to the relevant limit of insurance benefit specified in the insurance policy.
3. The costs of labour and materials in excess of this limit are not covered by the policy and are borne by the beneficiary out of his/her own funds.
4. The work covered by the insurance includes the following activities/professions: extermination, pest control and disinfection.

## **Part III. Door and lock jamming**

### **Article 1. Scope of Insurance Coverage**

1. In the event that the closed main entrance door of the residential unit cannot be opened with the appropriate key due to its loss or locking oneself out of the residential unit, the insurer shall pay for the arrival of a locksmith to the place of the damaging event and the work necessary to open the main entrance door from the residential unit and to ensure the functionality of its unlocking and locking, including the replacement of the lock, if necessary. The insurer will reimburse the cost of such work, including the cost of small materials, up to the relevant limit of insurance benefit specified in the insurance policy.
2. The costs of labour and materials in excess of this limit are not covered by the policy and are borne by the beneficiary out of his/her own funds.
3. The person claiming the benefit is obliged to provide the insurer with assistance in verifying his/her identity and to prove that it is not an illegal entry into the residential unit. The insurer is not obliged to provide the insurance benefit if there are any doubts about the right to enter the residential unit.

## **Part IV. Assistance with household appliances**

### **Article 1. Scope of Insurance Coverage**

1. In the event of a malfunction of any of the following household appliances: dishwasher, washing machine, tumble dryer, refrigerator, American refrigerator, freezer, wine cooler, hob, oven, microwave oven, which are part of the household furnishings of the residential unit, the insurer will pay the necessary costs incurred for the arrival of a repairer at the scene of the claim and the reasonable costs of the necessary work leading to the repair of the broken appliance, including small materials.
2. Malfunction is defined as a defect caused solely by material fatigue or faulty assembly by the manufacturer which prevents the appliance from being used for the purpose for which it is intended, i.e. non-functionality.

3. In the event that it is proven on the spot that the non-functioning of the household appliance was not caused by a malfunction within the meaning of the provisions of the insurance conditions, the insured shall bear the full cost of the repairer's intervention.
4. In the event that the faulty household appliance cannot be repaired for technical reasons or the repair is not economically viable, the insurer will pay the time cost of the faulty appliance, up to the limit of the insurance benefit.
5. In the event of a malfunction of a household appliance that is covered by the manufacturer's or dealer's warranty and therefore the insured is not entitled to insurance benefits in the form of repair or purchase of a new household appliance.

#### **Article 2. Insurance Exclusions**

1. Furthermore, we will not provide insurance benefits:
  - a) if the household appliance is covered by the manufacturer's or retailer's warranty;
  - b) if the price of the appliance was less than €100 at the time of purchase;
  - c) if the appliance is older than seven years, calculated from the date of sale;
  - d) if the household appliance was not purchased by the insured as new;
  - e) in the event that the authorised person is unable to provide proof of the age of the household appliance, the details of its purchase and the seller with a receipt, warranty certificate or other similar document;
  - f) in the event that the malfunction of the household appliance was caused by unauthorised and unprofessional intervention of the authorised person or another person;
  - g) if the damage to the appliance does not affect its function (e.g. scratches, cracks, etc.);
  - h) in the event that it is not a mechanical failure, but e.g. damage caused by water ingress, moisture, dust, lightning, overvoltage, fall, impact or other similar event;
  - i) for expenses that are unreasonable, that do not correspond to the standard cost of repairing a household appliance.
  - j) if the beneficiary disagrees with the insurer's choice of service provider.

### **Part IV. IT assistance**

#### **Article 1. Scope of Insurance Coverage**

1. Within the scope of the agreed insurance, the insurer shall provide the insured and co-insured with remote IT assistance upon request to the extent of up to 2 phone consultations with a technician of up to 60 minutes per consultation within the scope of the individually agreed insurance.
2. IT assistance will be provided to the extent of support for technical complications related to the Internet connection in the household of the residential unit.

#### **Article 2. Insurance Exclusions**

1. The insurer will not provide remote IT assistance in the event of problems with the internet connection caused by a failure of the connection or external equipment (e.g. modem) on the provider's side.

### **C. Legal protection insurance**

#### **Article 1. Scope of Insurance Coverage**

1. The subject matter of the insurance is the protection of the insured's legitimate legal interests in cases of dispute with the tenant related to the concluded rental contract, to the extent and under the conditions set out in the insurance policy.
2. The insurer shall take steps to defend the insured's legitimate interests in the event of a dispute by the tenant, where the legitimate interests of the insured, the tenant interferes.
3. The insured event shall be:
  - the occurrence of damage to the insured as a result of non-payment of rent by the tenant in violation of legal regulations or obligations imposed by the rental contract, or

- occurrence of damage to the insured, for which the tenant is responsible, if this damage was not reimbursed from the liability insurance according to Part III, letter A.
4. We consider the occurrence of the insured event to be the occurrence of the damage, otherwise the moment when a violation of legal regulations or legal obligations on the part of the tenant occurred or began to occur.
  5. The insurer is obliged to conclude an arbitration agreement with the insured for the resolution of disputes arising from the legal protection insurance, if the insured so requests.

## **Article 2. Investigation of an insured event claim**

1. After reporting an insured event claim, we will first examine your legal situation and analyse your prospects for a successful settlement of the case, or we will commission an external legal services provider to examine your legal situation and carry out the analysis.
2. If we conclude that the prospects of a successful resolution of the case are sufficient, we will request a power of attorney and your consent to representation. We will then conduct the necessary negotiations to reach the best possible resolution of the case. The insurer may, in view of the circumstances of the case, propose the instructing of a lawyer.
3. The insurer continuously informs the insured about the progress of the case handling.
4. The insurer represents the insured in out-of-court matters and is entitled to collect the benefits due to the insured. The insurer is obliged to hand over this performance to the insured without unnecessary delay.
5. If the insurer comes to the opinion that the prospects for a successful settlement of the case are not sufficient, the insured is not entitled to insurance benefits. The insurer will inform the insured of this fact and at the same time state the reasons for its decision and explain them. If the insured decides to proceed with the settlement of the case at his/her own expense and achieves a better result than the insurer had anticipated, the insurer will reimburse all the costs reasonably incurred for the settlement of the insured event, up to the limits of the insurance performance specified in the Summary of Benefits.
6. In the event that the court's decision is against the insured and it is possible to file an appeal against this decision, the insurer will provide basic information about the rights and obligations of the insured.
7. In the event of an insured event, the insurer shall provide reinsurance and reimbursement of the financial costs that it is reasonable and necessary to incur for:
  - a) remuneration of a legal representative, interpreter, translator or court expert; court fees;
  - b) compensation for the costs of court proceedings, which the insured is obliged to pay on the basis of a court decision. These are the costs of the state or the person with whom the insured is suing.The costs under (a) and (b) shall be reimbursed up to their normal and reasonable amount.
8. If the insured receives reimbursement from a third party for the costs incurred, the insurer will reduce the insurance benefits by this amount.
9. If the amount of the justified damage is lower than the estimated costs of its recovery, the insurer has the right to pay the amount equal to the justified damage to the insured.

## **Article 3. Insurance Exclusions**

1. If the insured does not deliver the documentation necessary to assert his/her legitimate interests, which the insurer requires.
2. The insurance does not cover the following disputes:
  - a) between the insured and their close person;
  - b) between the insured/beneficiary and the policyholder if they are two different persons;
  - c) between the insured/policyholder and the insurer or the assistance services;
  - d) where the value of the dispute does not exceed EUR 20;
  - e) where the claim has been transferred or assigned to the insured or where he/she asserts a claim on behalf of a third party.
  - f) in customs proceedings, tax proceedings and/or proceedings resulting from violations of environmental legislation.

3. The insurance does not cover fines or other penalties imposed by state authorities, public administration, local government or legal protection against them.
4. The insurance does not cover disputes between the insured and the tenant concerning compensation for damage for which the tenant is liable and which occurs in common areas in hotels, apartment buildings and properties with more than one apartment, such as corridors, staircases, common attics, cellars, bicycle storage rooms or common garages, if the residential unit is part of such apartment building or property. An apartment is not considered a common area if the residential unit is a room in that apartment.

#### **Part IV. Final provisions**

1. This insurance policy is an integral part of the group insurance policy.
2. If any of the arrangements of this insurance policy become invalid or disputed as a result of a change in generally binding legislation, the generally binding legislation closest in nature and purpose shall apply.
3. Where the conditions of the insurance policy invoke generally binding laws, the latter shall be understood as the laws valid and in force in the Czech Republic or in the state in which the insured event has been sustained.
4. This insurance policy come into force on 1/ 5/ 2023/