General Insurance Terms for Private Personal Insurance of Generali Pojišťovna a.s. (GIT PPI 2014/01)

Article 1 General provisions

1. The insurance concluded between Generali Pojišťovna a.s., registered office at Bělehradská 132, Prague 2, 120 84, Czech Republic (hereinafter the "Insurer") and the policyholder is governed by the insurance contract, these general insurance terms, the special insurance terms, the Pricelist of Administrative Fees, Act No. 89/2012 Coll., Civil Code (hereinafter the "Civil Code") and other generally binding legal regulations of the Czech Republic.
2. Unless stipulated otherwise in the special business terms, the insurance is concluded as capitalized insurance.
3. The provisions of the insurance contract take precedence before the provisions of the insurance terms, whereas the special insurance terms take precedence before the general terms. The provisions of the insurance terms take precedence before the provisions of legal regulations. If any rights or obligations of the parties to insurance are not defined, or if the terms and definitions are not regulated in the insurance contract or insurance terms, they are governed by the Civil Code.
4. The policyholder, insured party and other parties to insurance are obliged to act honestly, to answer all questions truthfully and fully, and to inform the other party of any facts relevant to the conclusion of the contract, as described in detail in the insurance terms. None of the parties to insurance may profit from their dishonest or unlawful conduct.
5. If the policyholder is a business, it is assumed that it acts with professional expertise, care and caution, and it is agreed that the protective provisions stipulated for contracts concluded in an adhesive manner will not be applied.
6. Under the insurance contract, the insurer undertakes to provide the policyholder or other authorised person with insurance indemnification, if an accidental event covered by insurance occurs (insured claim), and the policyholder undertakes to pay the insurer the premium. The insurance contract is a venture contract, where the benefit or detriment of one of the contractual parties depends on an uncertain event. The insurer is entitled to the premium even if the insured claim does not occur or if the insurance indemnification is lower than the paid premium; on the contrary, the insurer provides insurance indemnification even in an amount exceeding the premium. The contractual parties' fulfilment obligation is not mutually conditional and is not mutually proportional.

Article 2 Definition of terms

The following definition of terms applies for the purposes of the concluded insurance:

a) Standard premium is the premium stipulated for the insurance period;
b) One-off insurance is insurance stipulated for the entire time form which insurance was concluded;
c) Authorised person is the person that is entitled to insurance indemnification in consequence of the insured claim; the authorised person is the policyholder, unless legal regulations or the insurance contract stipulate otherwise;
d) Insured party is the person to whose life, health or other quantum of interest the insurance applies;
e) Policyholder is the person that concluded the insurance contract with the insurer;
f) Term of insurance is the term for which insurance was concluded;
g) Insured claim is a random incident covered by insurance, specified in the respective insurance terms or insurance contract;
h) Insured amount is the amount stipulated in the insurance contract, which is the basis for determining the value of the premium and calculating insurance indemnification;
i) Insured claim is an incident that could be the reason for establishment of the right to insurance indemnification;
j) Insured hazard is the potential cause of occurrence of an insured claim, defined in detail in the respective insurance terms or in the insurance contract;
k) Insurance period is the amount of time for which the premium is paid; unless stipulated otherwise in the insurance contract, a one-year insurance period is considered agreed;
l) Insurance year is the period starting at 0:00 o'clock on the day indicated in the insurance contract as the start of insurance, and ending at 24:00 o'clock of the day named or numbered identically to the starting date of insurance; if such day does not exist in the given calendar year, it is the last day of the month;
m) Anniversary date is the day named or numbered identically to the starting date of insurance; if such day does not exist in the given calendar year, it is the last day of the month;
n) Insured risk is the degree of probability of occurrence of the insured claim incited by the insured hazard;
o) Insured interest is the justified need for protection from the consequences of the insured claim;
p) Party of insurance refers to the insurer and policyholder as the contractual parties, as well as the insured party and other persons who have rights or obligation from the insurance.

Article 3 Conclusion and amendment of the insurance contract

1. The policyholder's proposal to conclude an insurance contract (hereinafter the "offer") must be accepted by the insurer within 3 months from drafting the offer. The insurer accepts the policyholder's offer by issuing the insurance policy. The insurance contract is concluded on the date of delivery of the insurance policy to the policyholder.
2. The policyholder's offer is drafted as at the date indicated in the offer as the date of signing by the policyholder.
3. If the policyholder's offer cannot be accepted in the drafted wording, the insurer is authorised to deliver a counter-offer to the policyholder within 3 months for drafting the offer. The counter-offer is accepted by the policyholder by delivery of written consent to this counter-offer within 2 months from the date of delivery of the counter-offer to the policyholder. The insurance contract is concluded on the day of delivery of written consent to the counter-offer to the insurer. The insurer's counter-offer may also be accepted by paying the premium in the amount and by the deadline set out in the counter-offer, but only under the condition that the premium stipulated in the insurer's counter-offer differs from the premium originally proposed by the policyholder.
4. The insurer's counter-offer cannot be accepted otherwise than according to clause (3) of this article.
5. If the acceptance of the counter-offer contains any inquiries, objections, limitations of other changes or discrepancies, even if they do not fundamentally change the insurer's counter-offer, such reply is considered a new offer made by the policyholder to the insurer. The insurer may either accept this new offer within one month from its delivery, otherwise it is considered rejected.
6. The foregoing provisions apply as appropriate to offers to amend the insurance contract.

Article 4 Agreement on preliminary insurance

1. Simultaneously with the policyholder's offer, the insurer makes an offer to conclude an agreement on preliminary insurance. The insurer's offer pertains only to the insurance and supplementary insurance that was proposed by the policyholder in its offer. The insurer's offer to conclude an agreement on preliminary insurance includes these general insurance terms and the special insurance terms, which are a part of the policyholder's offer.
2. The agreement on preliminary insurance is concluded on the date of payment of the advance on the first premium in the amount proposed by the policyholder in its offer. The agreement on preliminary insurance comes into effect retroactively:
   - on the date of concluding the insurance contract proposed by the policyholder, or
   - on the date of concluding the insurance contract based on the insurer's counter-offer, in the scope of the given counter-offer, or
   - on the date of the insured party's death, provided the insurer would have concluded the proposed insurance contract with the policyholder had the insured party not passed away.

The same is applicable if the policyholder proposes the insurance of several insured parties in the insurance offer.

3. The start of preliminary insurance is agreed and preliminary insurance is provided from the fifth day after payment of the advance on the first premium in the amount proposed by the policyholder in its offer by the starting date of insurance, assuming that the agreement on preliminary insurance comes into effect (one of the conditions under clause (2) is fulfilled). Payment for the purposes of the agreement on preliminary insurance refers to payment of the premium to the insurer (or insurance broker) in cash or placement of an order to transfer to funds to the account of the insurer's payment services provider.
4. The agreement on preliminary insurances ceases to be effective and preliminary insurance ends upon expiry of the term of preliminary insurance, i.e. at 24:00 o'clock on the day before the day on which insurance according to the concluded insurance contract starts.

Article 5 Establishment and duration of insurance; insurance periods

1. Insurance is established on the date set out in the insurance contract as the starting date of insurance. If a starting date of insurance is not set out in the insurance contract, insurance is established on the day after concluding the insurance contract.
2. Unless stated otherwise in the insurance contract, insurance is agreed for a definite term with an insurance period, which is the time period agreed in the insurance contract for which the insurance premium is paid (monthly, quarterly, yearly), whereas the first insurance period starts on the starting date of insurance. Subsequent insurance periods then start on the same date as the starting date of insurance. The insurance period ends on the day before the date, which is identical to the date of insurance. If such date does not exist in the given month, the end of the insurance period is the last day of the given month.
3. The start of insurance may also be agreed on the day before the date of drafting the offer. In this case, the insurer is not obliged to provide insurance indemnification if the policyholder knew or should and could have known that an insured claim had already occurred at the time of drafting the offer.

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Generali Pojišťovna a.s., se sídlem Bělehradská 132, 120 84 Praha 2, zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 2866. IČO: 61859869, DIČ: CZ699001273, klientský servis: 844 188 188, www.generali.cz, e-mail: servis@generali.cz. Společnost je členem Skupiny Generali, zapsané v italském registru pojišťovacích skupin, vedeném ISVAPem, pod číslem 26.

Article 6 **Change in parties to insurance, transfer of rights and obligations and prohibition of assignment of the contract**	1. In the case of death of the policyholder who is not simultaneously the insured party, the insured party accedes to the policyholder's position. If there are several insured parties under the insurance contract, insured party no. 1 accedes to the policyholder's position. 2. Within 3 months from the policyholder's death, the insured party is authorised to notify the insurer that it is no longer interested in the insurance. In this case, insurance expires upon passing of the insurance period for which the premium had been paid as at the date of the policyholder's death. If the premium according to the foregoing had not been paid as at the date of the policyholder's death, insurance expires on the date of the policyholder's death. A similar procedure applies if the policyholder ceases to exist without a legal successor. 3. The insurance contract cannot be assigned to a third party without consent from the other contractual party, with the exception of transfer of the insurance portfolio.
Článek 7 **Zánik pojištění**	1. Insurance expires in particular: a) By written agreement of the contractual parties; the agreement must stipulate the moment of terminating insurance and the agreed manner of setting mutual liabilities; b) Upon passing of the term of insurance; c) By resignation from insurance by the insurer or policyholder, in particular: (i) by delivery to the other contractual party at least six weeks before the end of the insurance period for contracts with standards premiums; insurance will expire upon the passing of the insurance period; upon delivery of the notice of resignation less than six weeks before the end of the insurance period, insurance will expire at the end of the following insurance period; (ii) by delivery to the other contractual party within two months from the date of concluding the insurance contract; an eight-week resignation period starts on the date of delivering the notice of resignation, and insurance expires upon its passing; (iii) by delivery to the other contractual party within three months from announcing the occurrence of an insured claim; a one-month resignation period starts on the date of delivering the notice, and insurance expires upon its passing; d) Upon vain passing of the deadline stipulated by the insurer in the reminder to pay the premium or part thereof; e) By death of the insured party; f) For other reasons listed in the special insurance term, Civil Code or other respective legal regulations. 2. Insurance also expires: a) By withdrawal from the insurance contract; insurance is terminated from the outset by withdrawal from the insurance contract by the insurer or policyholder, for the reasons set out in the Civil Code or insurance terms; b) By withdrawal from the contract in the event of a gross violation of the contract; insurance expires from the date of delivery of the notice of withdrawal to the other party; a gross violation of the contract refers in particular to the violation of the obligations expressly stipulated in the respective insurance terms or agreed in the insurance contract; a gross violation of the contract refers to failure to fulfil the insurer's instructions, which were given to the party to insurance during the agreement or in the course of insurance.
Article 8 **Premiums**	1. The insurer is entitled to a premium for the term of insurance, unless the Civil Code or insurance terms stipulate that it is entitled to a premium even after the expiry of insurance. 2. Unless stipulated otherwise in the insurance contract, the premium is agreed as a standard premium. 3. The premium is paid in the Czech currency. 4. Standard insurance is due on the first day of the respective insurance period and one-off insurance is due on the starting date of insurance, unless agreed otherwise in the insurance contract. 5. Standard insurance is paid for the entire contracted term of insurance. Insurance may also be agreed for which the premium is paid for a shorter time than the agreed term of insurance. 6. In the first premium, the insurer is authorised to take into account that the insured party underwent a medical examination. 7. If the insurance period is shorter than one year, the insurer is authorised to bill a surcharge on the premium in percent of the annual premium. 8. The final value of the premium is stipulated in the policy. The stipulated premium may differ based on the resulting calculation by maximally 5% from the premium set out in the policyholder's offer. 9. Unless agreed otherwise, the policyholder is obliged to pay the premium to the bank account using the variable symbol designated by the insurer. It is understood that the premium paid under the correct variable symbol designated by the insurer was paid by the policyholder or by a different party with the policyholder's consent. A premium paid without indicating the variable symbol designated by the insurer or to a different account of the insurer is not duly paid and the policyholder will be in delay of payment. 10. If the premium is paid through a payment services provider, the premium is considered paid upon crediting of the amount to the insurer's account opened with the payment services provider. 11. If the policyholder owes premiums for several insurance periods and the paid premium does not suffice to cover the entire debt, the paid insurance will be used to cover the receivables on premiums in the order in which they were accrued. 12. If the policyholder delays in payment of the premium, fees and appurtenances to receivables on owed premiums, the paid amount will first be used to pay the owed premium, then fees in the order of their maturity, then costs related to recovering the owed premium, and finally interest on arrears. 13. The insurer is authorised to deduct owed amounts on premiums and other due receivables from all insurance agreed with the policyholder from insurance indemnification, with the exception of insurance indemnification from mandatory insurance. 14. If the insurer provided the policyholder with a discount on the premium for the agreed term of insurance, and the insurance expires for reasons on the part of the policyholder or insured party before the passing of this term, the policyholder is obliged to refund the insurer for the amount corresponding to such provided discount for the entire duration of insurance (i.e. the difference between the total premium for the duration of insurance, which the policyholder would have been obliged to pay if it had not been given a discount, and the amount of the premium that it paid according to the insurance contract). 15. If the policyholder delays in payment of the premium, the insurer is entitled to compensation of the costs related to reminders and recovery of this receivable, in addition to the interest on arrears in the lawful amount. The value of compensation is set out in the Pricelist of Administrative Fees. 16. The insurer is authorised to change the value of the standard premium for the forthcoming insurance period based on insurance mathematical methods, if there is a change in the following conditions decisive for its stipulation, i.e. – if the total average claim performance for the respective supplementary insurance does not enable ensuring the consistent performability of the insurer's obligations from such supplementary insurance, particularly if the total claim performance exceeds 100%. 17. If a higher premium was paid due to the incorrectly indicated date of birth, the insurer is obliged to correct the amount starting from the insurance period following the insurance period in which it learned of the correct data. The premium paid for the following insurance period is reduced by the overpayment on the premium; in the case of a one-off premium, the insurer is obliged to refund the overpayment on the premium to the policyholder within 1 month from the date when the overpayment was discovered. 18. Insurance cannot be interrupted by failing to pay premiums.
Article 9 **Fees**	1. The insurer is authorised to demand fees for actions and services, in particular: a) those related to the insurer's activities performed beyond the scope of its obligations stipulated by legal regulations or the insurance contract; b) those resulting from a violation of obligations by one of the parties to insurance; c) those performed at the instigation of a party to insurance, in its favour or upon its request. 2. An overview of the actions and services for which the insurer is authorised to request a fee and the amount thereof are listed in the Pricelist of Administrative Fees, with which the policyholder was familiarised before concluding the insurance contract. In the case of changes to the Pricelist of Administrative Fees, the value of the fee according to the Pricelist of Administrative Fees valid on the date of performing the paid action or service is decisive. 3. The insurer may alter the Pricelist of Administrative Fees. Such change will be published by adequate means on its website. The current version of the Pricelist of Administrative Fees is also available for viewing at the insurer's registered office and points of sale. 4. The fee is due on the date when the insurer performs the action or service, unless stipulated otherwise in the insurer's request. If stipulated, the insurer will perform the requested action or service only on the condition of payment of the respective fee.
Article 10 **Rights and obligations from insurance and consequences of their violation**	**1. Truthful information during conclusion of the insurance contract and amendments thereto** The applicant for insurance, policyholder and insured party are obliged to answer truthfully and completely to the written questions from the insurer concerning the agreed insurance during negotiations on conclusion of the insurance contract or amendment thereto. They are also obliged to inform the insurer in writing of any important circumstances that they are aware of and which are relevant to the insurer's decision on how to assess the insured risk, whether to insure them and under what conditions. The circumstances that the insurer has explicitly asked about are always considered important.

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2. Rights and obligations in relation to the insured risk and other obligations in the course of insurance

a) If the circumstances set out in the contract or which the insurer asked about change so fundamentally that they increase the probability of occurrence of the insured claim from the specifically agreed insured hazard, the insured risk will also increase. To assess the value of the insured risk, the decisive factors among other are:
   (i) Change of employment or field of business;
   (ii) Change in performed sports activity;
   (iii) Changed in performed hobby activity.
b) The policyholder and insured party are obliged to inform the insurer without undue delay of changes in the insured risk. Similarly, applicants for insurance, the policyholder and insured party are obliged to inform the insurer of the increased risk that occurred between the time of the policyholder's offer and conclusion of the insurance contract.
c) In the insurance risk decreases significant during the term of insurance, the insurer is obliged to reduce the premium proportionally to the reduction of the insured risk with effect from the date when it learned of this reduction. If the insured risk increases significantly during the term of insurance, the insurer has the right to propose a new value of the premium or to terminate insurance under the conditions set out in the Civil Code.
d) After conclusion of the insurance contract, the policyholder or insured party must in no way increase the risk and must not allow it to be increased by a third party.
e) The policyholder is obliged to prove its insured interest.
f) The Policyholder and insured party are obliged to allow the insurer or its authorised persons:
   (i) examine their medical condition, based on information requested from healthcare facilities, health insurance companies or other entities that can provide references relevant to reviewing medical condition, with consent from the policyholder/insured party. For this purpose, they are obliged to submit to the insurer all of the medical documentation and/or disclose the names and addresses of physicians they are or have been treated by. The insurer has the right to appoint he physician that will examine their medical condition;
   (ii) verify the accuracy and completeness of references decisive for calculating the premium; for this purpose they are obliged to allow the insurer to access all the respective documentation and allow it to make copies; in the cases and under the conditions stipulated by the insurance terms or insurance contract, they are also obliged to submit to the insurer a document on the actual value of decisive data, even in the course of the term of insurance, within a deadline of 1 months from delivery of the insurer's request;
   (iii) identify the party to insurance in the scope stipulated by the law, special insurance terms or arising from the international obligations of the Czech Republic (in particular as concerns measures against the legalisation of proceeds from crime and financing terrorism, as well as the Foreign Account Tax Compliance Act /FATCA/).

3. Prevention obligations and obligations in the event of an insured claim

a) The insured party is obliged to ensure that the insured claim does not occur, in particular:
   (i) They must not violate obligations aimed at reducing or averting the hazard, which are imposed on it by legal regulations or which were imposed by the insurer, or to tolerate similar conduct by third parties;
   (ii) They must not neglect care for their health, particularly by not attending preventive medical care (e.g. mandatory vaccination) or refusing medical care in the event of a threat to their life or health.
b) In the event that an insured claim occurs, the insured party is obliged:
   (i) To seek medical assistance without undue delay, to thoroughly adhere to the physician's advice and stipulated recovery regime and to eliminate all conduct that prevents their recovery; to undertake all measures so as to minimise the scope and consequences of the insured claim;
   (ii) To report this fact in writing to the insurer within 14 days from its occurrences, with the exception of situation when the insured party / authorised party cannot fulfil this obligation for serious reasons;
   (iii) To provide the insurer with a truthful, complete and undistorted explanation as to the occurrence, causes and scope of consequences of such claim, to submit all the necessary documents and documents requested by the insurer; costs related to proving the claim to insurance indemnification and fulfilment of the obligations imposed by the insurance contract are borne by the party applying the claim vis- -vis the insurer;
   (iv) To refrain from all conduct that would be detrimental to the insurer's investigations regarding its obligation to provide indemnification;
   (v) To allow the insurer or its authorised persons to conduct the investigations necessary to assess the claim to insurance indemnification, in particular to allow them to examine the insured party's medical condition, to review the circumstances of occurrence of the insured claim, as required to determine whether it is an insured claim or to stipulate the value of insurance indemnification;
   (vi) To undergo a medical examination to review their medical condition upon request from the insurer with the physician appointed by the insurer; if the insured party does not undergo the examination within the stipulated deadline without due explanation, which they are obliged to disclose to the insurer before the date of explanation, the insurer is obliged to reduce the insurance indemnification as appropriate;
   (vii) Upon written request from the insurer, to submit an statement from the patient's account with the respective health insurance company;
   (viii) To bear the costs for control examinations (reassessment) if the insured party requests this;
   (ix) In relation to investigation of the damage claim, the insured party is obliged to allow the viewing of court, police and potential other official files; the insurer is authorised to make copies or notes from such files;
   (x) To report immediately to the bodies active in criminal, administrative or misdemeanour proceedings the occurrence of an incident that occurred under circumstances suggesting the committing of a crime or misdemeanour;
   (xi) To fulfil the reporting obligations imposed by generally binding legal regulations.

4. Consequences of violating obligations

a) In the event of violation of the obligations to provide truthful information and other obligations before conclusion of the contract:
   (i) the insurer and policyholder have the right to withdraw from the insurance contract under the conditions stipulated in the Civil Code; by withdrawal from the contract, the insurance contract is cancelled from the outset; if the policyholder withdraws from the contract, the insurer will refund the paid premium within one month from the date when withdrawal becomes effective, reduced by what may already have been fulfilled from insurance; if the insurer withdraws from the contract, it is also entitled to the costs related to establishment and management of insurance; the flat rate of these costs and manner of their payment may be designated by the insurer based in the Pricelist of Administrative Fees; if the insurer withdraws from the contract and if a party to insurance has already obtained insurance indemnification, they will compensate the insurer for the amount of the insurance indemnification that exceeds the paid premium, within the same deadline; the reason for withdrawal from the contract by the insurer is also the fact that in the time between the policyholder's offer and conclusion of the insurance contract, a change occurs in the facts set out in the offer (increased risk) and the policyholder or insured party fails to inform the insurer of this change immediately;
   (ii) the insurer has the right to reduce insurance indemnification, if a lower premium was agreed in consequence of the violation of the policyholder's or insured party's obligations during negotiations on conclusion or amendment of the insurance contract, by the amount equal to the ratio of the premium that it received to the premium that it should have received;
   (iii) the insurer has the right to refuse insurance indemnification, if the cause of the insured claim was a fact that it learned of only after occurrence of the insured claim, and which it could not have determined during negotiation of the insurance or amendment thereof in consequence of the deliberate untrue or incomplete answering of written questions by the policyholder or insured party, if it would not have concluded the insurance contract at all or would have concluded it under different conditions had it know about this fact during conclusion of the contract; insurance expires upon refusal to provide insurance indemnification.
b) In the event of violation of the obligation to report an increase in the insured risk, the insurer has the right:
   (i) to terminate insurance without a resignation period; if the insurer terminates insurance, it is entitled to the premium until the end of the insurance period in which insurance was terminated; in this case, the insurer is entitled to the whole one-off insurance;
   (ii) if an insured claim occurred after the risk increased, to reduce the insurance indemnification proportionally to the ratio of the premium that it received to the premium that it should have received, if it had been informed in time about the increased insurance risk.
c) In the event of the violation of preventive obligations, the insurer has the right:
   (i) to reduce insurance indemnification, if the policyholder, insured party or authorised party violates the obligations stipulated by legal regulations or imposed by the insurance contract, or fails to fulfil the instructions from the insurer, and such violation or failure had a significant impact on the occurrence of the insured claim, its course or on increasing the scope of its consequences, or on identifying or determining the value of insurance indemnification, or on complicating or impeding the performance of the insurer's own investigations aimed primarily at determining the justification of the claim to insurance indemnification or on determining the circumstances relevant to stipulating the value of insurance indemnification, proportionally to the impact that such violation had on the scope of the insurer's obligation to provide insurance indemnification.

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d) In the event of violation of obligations during the occurrence of an insured claim, the insurer has the right:
   (i) In the case of late reporting of the insured claim, to reduce insurance indemnification proportionally to the impact said violation of the obligation had on the course of investigating the insured claim by the insurer;
   (ii) To refuse to provide indemnification in the case of the insured party's refusal or failure to undergo examination;
   (iii) To refuse fulfilment from the insurance contract if the authorised person deliberately states false or grossly distorted data concerning the scope of the insured claim or withholds important data concerning the claim during application of the right to fulfilment from insurance; insurance does not expire by refusing insurance indemnification;
   (iv) To compensation of the costs or damages, if the insurer incurs damage or expends unnecessary costs in consequence of the violation of any obligation by the policyholder, insured party or authorised party; the insurer is entitled to compensation of these costs or damages vis- - -vis the person that caused the damage or spending of costs.

5. Liability for fulfilment of obligations

All of the provisions of the insurance contract or insurance terms and obligations arising from legal regulations pertaining to the insured party will apply as appropriate to the policyholder and all other persons applying a claim to insurance indemnification.

6. Miscellaneous

All documents concerning insurance, including those submitted to prove the claim to insurance indemnification, must be submitted by the parties to insurance in the Czech or Slovak language. In the event of documents in another language, these must be submitted together with a certified translation into the Czech or Slovak language. The costs for translation are borne by the party submitting the document.

Article 11
Investigation of insured claims and insurance indemnification

1. The insurer is obliged to commence investigation of the insured claim without undue delay after notification from the party that considers itself to be the authorised party and links the incident with a request for insurance indemnification, or by a party that has legal interest in the insurance indemnification.
2. If the results of investigation show that the party that applied the claim to insurance indemnification is not an authorised party, the insurer will disclose this fact to such party as soon as it is clear from the results of investigation.
3. Before payment of insurance indemnification, the authorised party is obliged prove to the insurer that it is entitled to insurance indemnification. The insurer is not obliged to pay insurance indemnification until it has been given the documents necessary to terminate investigation of the insured claim, particularly those that it requests in this connection.
4. If investigation cannot be concluded within 3 months from reporting the insured claim, the insurer is obliged to inform the authorised parties of the reasons for which investigation cannot be concluded; upon request, the insurer will provide these reasons in writing.
5. Insurance indemnification is due within 15 days from conclusion of the investigation needed to determine the existence and scope of the insurer's obligation to provide indemnification. Investigation is concluded as soon as the insurer discloses its results to the authorised party.
6. The insurer provides insurance indemnification on cash in the domestic currency. The insurer may provide an advance on insurance indemnification based on a written request form the party applying the claim to insurance indemnification and upon submission of all the required references.
7. If insurance indemnification or an advance on insurance indemnification were paid to which the authorised party to accept insurance indemnification according to the insurance contract was not entitled, it is obliged to refund the paid amount in full, even after insurance has expired.
8. The insurer does not pay costs related to application of the claim to insurance indemnification.
9. The insurer is authorised to deduct costs incurred by the insurer in relation to making a payment based on the instructions of the party to insurance using a postal payment slip from the value of insurance indemnification and from the refunded overpayment on premiums.
10. The authorised party may assign the receivable for insurance indemnification only with consent from the insurer.

Article 12
Form of action

1. The insurance contract must be in written form.
2. Legal actions aimed at altering insurance (including changes in the scope of insurance or value of premiums or maturity thereof) or at terminating insurance must be made out in writing.
3. If required by the insurer, notices or actions for which written form is not required will subsequently be supplemented in written form. Actions or notices that are not supplemented in written form upon request from the insurer within the stipulated deadline will not be taken into account.
4. Written form is fulfilled particularly if it is signed in person by the acting individual, sent via electronic mail with a guaranteed electronic signature, or via the public data network to the data mailbox.

Article 13
Correspondence

1. The correspondence address and contact details disclosed by the party to insurance to the insurer in writing or in person to ascertain their identity serve for delivery of correspondence. The correspondence address is the address disclosed by the party to insurance to the insurer for this purpose (if the address of a party other than the party to insurance is disclosed, the party to insurance bears liability for the consequences arising from the delivery of correspondence between these parties). The correspondence address may only be an address within the Czech Republic. Contact details refer in particular to the e-mail and telephone number of the party to insurance.
2. The parties to insurance are obliged to inform the insurer without undue delay of any changes in their correspondence address and contact details.
3. Correspondence may also be delivered to the address determined in accordance with legal regulations, at which the party to insurance is residing. Delivery is possible via the public data network to the data mailbox or by personal delivery.
4. Should any legal action or notice, which need not be made out in written form, be made from a contact point disclosed to the insurer, it is understood that it is made by the respective party to insurance. Such legal action or notice will thus be considered duly carried out, even if it is carried out by a different person that the party to insurance allowed (whether deliberately or accidentally) to use its e-mail or telephone. For this reason, the party to insurance is obliged to inform the insurer immediately about any potential misuse of its e-mail address or telephone (e.g. after disclosure of access data to the e-mail box or loss of a mobile telephone).
5. Correspondence is considered delivered to the addressee:
   a) if the addressee refused to accept it; the moment of delivery is the date of such refusal;
   b) if it is stored with the postal services operator; the date of delivery is the last day of the storage period.
6. If the addressee deliberately thwarts delivery, it applies that the action or notice were duly carried out. Deliberate thwarting of delivery also refers to cases when the party to insurance does not inform the insurer about changes in data relevant to delivery (e.g. change in surname, correspondence address, contact details).
7. Unless a different moment of delivery is proven, it is understood that correspondence sent using a postal services operator was delivered to the address on the 3rd business day from sending; however, if sent to an address in a different country it will be delivered on the 15th day from sending, even if the addressee deliberately thwarted delivery or did not learn about delivery of the correspondence.

Article 14
Governing law

1. The insurance contract and the legal relations arising from or in relation to it are governed by the legal code of the Czech Republic, regardless of what legal title this relationship is viewed from.
2. The court of the Czech Republic have jurisdiction over disputes arising from the insurance contract or in relation to it.

Article 15
Statute of limitations

The right to insurance indemnification expires at latest within three years; in the case of life insurance at latest within ten years. The statute of limitations for insurance indemnification starts 1 year after occurrences of the insured claim.

Article 16
Territorial validity of the insurance contract

Insurance applies to insured claims that occur anywhere in the world, unless agreed otherwise.