

**Own Damage  
CZ 0717-ENG**

**General Insurance Terms  
All-Risk Insurance**

For the all-risk insurance of vehicles for natural persons and corporate bodies concluded by Euro Insurances DAC trading as LeasePlan Insurance (hereinafter referred to as the Insurer") the respective provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") are valid, in addition to these General Insurance Terms for All-Risk Insurance (hereinafter referred to as "VPP"), and the Special Insurance Terms for All-Risk Insurance (hereinafter referred to as "ZPP"), which form an integral part of this Insurance Contract.

**Article I  
Scope and territory of the insurance**

1. According to these VPP, the insurance contract may be agreed in the following circumstances:
  - a. Accident, where accident means the accidental effect of external mechanical forces on the insured vehicle (crash, collision, fall) and incidental sudden exposure to chemicals on the exterior paintwork of the vehicle; accidents are not regarded as circumstances where damage occurred after the theft of the vehicle according to letter b) or the acquiring of the vehicle through fraud or diversion or with the damage originated from natural disasters according to letter c) or in the case of vandalism according to letter d) of this paragraph,
  - b. Theft, where theft means the robbery of the vehicle as a whole or an external part or the seizing of the vehicle, its internal parts or accessories by theft or robbery; robbery also means burglary.
  - c. Natural disaster, where the term for natural disaster means damage to or destruction of the vehicle by a sudden accidental action due to one of the following natural physical forces: storm, hailstorm, flash, earth fall, fall of rock or soil, slipping or downfall of snow-slip, flood, flooding or fire and explosion; natural disasters are not events or damages caused by the theft of the vehicle according to letter b) of this paragraph or after acquiring the vehicle by fraud or diversion.
  - d. Vandalism; this term means the damage or destruction of a parked vehicle by the proven intentional act of a third person; vandalism is not damage that may occur after the theft of the vehicle according to letter b) of this paragraph or after acquiring the vehicle by fraud or diversion.
  - e. Damage or destruction of a parked vehicle by an animal
2. The insurance relates to the insured throughout the duration of the insurance in the territory of Europe, including Turkey, Belorussia, Moldavia, Russia, Azerbaijan, Iran, Israel, Morocco, Tunisia and Ukraine, unless stated otherwise in the insurance contract.

## **Article II Insurance of items**

1. The insurance according to Article 1 of these VPP relates only to the vehicle specified in the Insurance Contract, its obligatory or additional (securely installed in the vehicle) equipment delivered for the respective type of vehicle as included in the sale price or other equipment which the insurant is able to document for the insurer. Equipment installed after the negotiation of the insurance can be insured in the form of a written amendment to the Insurance Contract. In the Insurance Contract or ZPP it is possible to expand the insurance protection for items principally related to the vehicle or its operation.
2. The vehicle can be subject of this insurance only if it is a listed in the register of vehicles in the Czech Republic, has a valid Technical Certificate, is not damaged and fulfils the conditions for operating on roads, unless stated otherwise in the Insurance Contract.

## **Article III Exclusions from the insurance**

1. The insurance is not related to damage:
  - a. Originated by an intentional act of the insurant, the beneficiary, the insured or authorised user of the vehicle, including persons living in common households or dependant on them concerning alimentation or other persons acting on the initiation of any of these persons.
  - b. Damage originating from criminal activity by the persons referred to in the provisions of letter a) of this paragraph.
  - c. If during the damage event the vehicle was driven by a person who is not the holder of the respective driving licence or a person for whom the driving licence was withdrawn or suspended by the decision of the administrative body, or the driving of the vehicle was forbidden by the legitimate decision of a court or administrative body, or if the person who at the time of the damage event was driving the vehicle and did not fulfil all other terms to drive the vehicle as stated by legal regulation or was not uniquely identified, then this exclusion is not applicable in the case of the theft of the vehicle.
  - d. Damage originating due to uprisings, riots, strikes, terrorist actions, war events, intervention of the public powers, earthquakes or nuclear energy.
  - e. Damage originating during racing of any type and competitions with a speed clause and during the preparatory drives to these racings and competitions.
  - f. Damage caused by the damage or destruction of tyres if there was no other damage to the vehicle from which the obligation originated for the Insurer to provide the insurance payment,

- g. Damage caused during performing repairs or maintenance to the vehicle with a direct relation to this work,
  - h. Damage for which a repair technician, forwarder or supplier is responsible,
  - i. Damage caused when handing over the vehicle to the repair shop or for second hand work up to the return of the vehicle to its owner or the authorised user of the vehicle.
  - j. Damage caused by functional stress, natural wear, fatigue or defects of material, construction or production defects.
  - k. Damage caused by defects which the vehicle had at the time of insurance which the insurant or the insured person was aware of or could come to be aware of irrespective of the fact that the Insurer knew of such,
  - l. Damage caused by incorrect servicing or maintenance and during the use of the vehicle, its parts or equipment in another manner than the manner stated by the producer, or for military purposes,
  - m. If the vehicle was not capable for operation at the time of the damage event (having its origin in the accident of the vehicle),
  - n. Damage caused by the vehicle or the vehicle as a working machine, including when used for tilting or other manipulation with its load,
  - o. Damage caused by items transported on or in the vehicle.
2. No right for the insurance payment arises for consequent damage of all types (e.g. lost earnings, lost profit, impossibility to use the insured item, etc.) and for side expenses (costs for legal representation, other expenses, express extra charges, etc.).

#### **Article IV**

##### **Concluding the insurance contract, origination of insurance and deductibles**

- 1. The insurance originates from the time of concluding the Insurance Contract, unless it is stated that the insurance will originate later.
- 2. It is possible to accept the proposal of the Insurer by the payment of the insurance premium at the level stated in the proposal within the period of one month from the date when the person to whom the proposal was delivered, received this proposal. In this case the Insurance Contract will be concluded as soon as the insurance premium is paid. In this case the insurance will originate on the first day after concluding the Insurance Contract.

3. If it is not stated in ZPP or it is not otherwise agreed in the Insurance Contract, deductible applies to this insurance of vehicle. The deductible is an amount specified in the Insurance Contract by which the beneficiary participates on damage from each insurance event.

#### **Article V Change and expiry of insurance**

1. Individual changes or completion in the Insurance Contract are performed in the form of a written amendment to the Insurance Contract with the consent of both contracting parties.
2. The Insurant and the Insurer may cancel the insurance by notification of cancellation within two months from the date of concluding the Insurance Contract. By the date of delivery of the notification of cancellation, the 8-day notice period will commence and after its expiry the insurance will expire. The Insurer has the right for an insurance premium for the period of insurance; any unspent insurance premium must be returned by the Insurer to the Insurant.
3. If the insurance is agreed with standard insurance premium, the insurance expires by the notice of the cancellation of the Insurer or the Insurant by the end of the insurance period; the notice of cancellation must be delivered a minimum of six weeks before its expiry, otherwise it is not valid.
4. The insurance expires upon the expiry of the period for which it was negotiated.
5. The insurance also expires by the date of the indication of the change of the owner/operator of the vehicle in the Technical Certificate with the exception of a change where as the owner/operator of the vehicle, the Insurant is recorded into the Technical Certificate, unless agreed otherwise. The Insurer always has the right for an insurance premium for the period of the duration of the insurance. Any other unspent insurance premium must be returned by the Insurer to the Insurant.
6. In the case of the death of the Insurant or expiry as a corporate body, all rights and obligations resulting from the insurance are transferred to the legal successor. In the case that the Insurant dies or dissolves without a legal successor, all rights and obligations resulting from the insurance are transferred to the owner of the vehicle for the period for which payment was made by the date of death or the dissolution of the Insurant. The insurance expires upon the expiry of this period.
7. If the common property of a married couple expires upon the death or the declaration of death of this person from the married couple who concluded the Insurance Contract for the insurance of the vehicle belonging to the common property of the married couple, the surviving person of the married couple will enter into the insurance in place of the deceased person if this person remains the owner or the co-owner of the vehicle.

8. If the common property of the married couple expires in another manner than due to reasons stated in paragraph 8 of this article, such person who concluded the insurance contract is the person from the married couple to whom the vehicle was assigned during the settlement of the common property of the married couple.
9. The insurance expires by the theft of the insured vehicle or its destruction or the provision of the insurance payment due to total damage to the vehicle; if it is not possible to exactly state the time of theft, the vehicle is considered stolen immediately when the police receive notification of the theft. The Insurant is obliged to prove the theft or destruction of the vehicle. The Insurer always has the right for an insurance premium for the period of the duration of the insurance, however at a minimum level corresponding to 1/12 of the insurance premium. Any other unspent insurance premium must be returned by the Insurer to the Insurant. In the case of the expiry of the insurance due to an insurance event for which the Insurer made payment, the Insurer has the right for standard and single insurance for the period up to the end of the insurance year in which the insurance expired. The insurance year means a regular repeating period of one year which commences from the beginning of the insurance.
10. The insurance expires on the date following the expiry of the period stated by the Insurer in the reminder for the payment of the insurance premium or its part as delivered to the Insurant; this period must not be less than one month from the delivery of the reminder to the Insurant and the reminder from the Insurer must contain the notification for the expiry of the insurance in the case of non-payment of the due insurance premium; the deadline stated by the Insurer in the reminder for the payment of the insurance premium or its part may be prolonged on the basis of negotiation. The Insurer has the right for insurance up to the date of the expiry of the insurance.
11. The provision of law for the insurance contract for the interruption of the insurance due to non-payment of the insurance premium is not applied.
12. The Insurant or the Insurer may cancel the insurance by notification of cancellation within three months from the date of delivery of the notification of the insurance event. The notice period of one month will commence on the date of the delivery of the notification of cancellation and after its expiry the insurance contract will expire. If the notice of cancellation is submitted by the Insurant after the insurance payment, the Insurer has the right for the insurance premium up to the end of the insurance period in which the insurance expired.
13. If the Insurant or the Insurer, while concluding insurance contract, intentionally or by omission, falsely or incompletely answers any written questions from the Insurer concerning the agreed insurance, the Insurer has the right to withdraw from the insurance contract if the Insurer would not have concluded the insurance contract in the case of correct and complete answers. The Insurer may apply this right within two months from the date when such a fact was ascertained, otherwise this right will expire. This is also valid in the case of a change to the Insurance Contract.
14. The same right for withdrawal from the Insurance Contract as the Insurer is also applicable on the part of the Insurant under the terms according to paragraph 14 if the Insurer or the authorised representative provided false or incomplete answers to the written questions concerning the agreed insurance.

15. Upon the withdrawal from the Insurance Contract, the Contract is cancelled from the beginning. The Insurer is obliged to return the insurance premium without delay no later than within 30 days from the date of the withdrawal from the insurance contract and any amount which has already been paid from the insurance will be deducted from this amount. In the case of withdrawal by the Insurer, the Insurer may set off any costs related to the origination and the administration against the paid insurance premium. In case of withdrawal by the Insurer, the Insurant or the insured person who is not at the same time the Insurant is obliged to return to the Insurer within the same time as the Insurer, the amount of paid insurance which exceeds the level of the paid insurance premium.
16. The insurance expires on the date of the delivery of the notification of the rejection of the insurance payment according to Article XII par. 4. of these VPP. The Insurer has the right for a standard insurance premium for the period from the expiry of the insurance.
17. The Insurer and the Insurant may agree regarding the expiry of the insurance. This agreement must state the time of the expiry of the insurance and the manner of the mutual settlement of commitments.
18. The insurance also expires on the date of the permanent exclusion of the vehicle from the register of vehicles in the Czech Republic.

#### **Article VI** **Insurance period, insurance premium**

1. The insurance can be agreed as unlimited with an insurance period of one year, six months, three months or one month, unless otherwise agreed.
2. It is also possible to agree the insurance for a certain period of a duration of a minimum of three months with the condition of a single payment of the insurance premium (single insurance premium), unless otherwise agreed.
3. The Insurant is obliged to pay for the insurance periods agreed in the insurance contract (standard insurance); in the case of a bi-annual insurance period the Insurer invoices an extra charge at the level of 3%, in the case of quarterly or monthly insurance, the extra charge is at the level of 5% of the insurance premium.
4. Standard insurance is due on the first day of the insurance period, unless agreed or stated otherwise by the Insurer. If the insurance premium is not paid in time or at the agreed level, the Insurer has the right to the costs related to sending reminders at the level of CZK 50 per each reminder sent for payment of the insurance premium or late interest.
5. A single insurance premium is due at the time of signing the insurance contract.
6. The insurance premium represents the payment for insurance and includes the expected costs of the Insurer for the insurance payment, the administrative costs of the Insurer, profit and costs for the prevention of losses while taking into consideration the scope of the insurance, the insured risk, the existence and the level of the deductible, the manner of securing the insured

vehicle, the level and changes of the insured value of the insured vehicle and the course of the damage based on the statistical data of the Insurer. The level of the insurance premium is stated according to the rates stated by the Insurer and the insurance premium is calculated on the basis of the mathematical insurance methods for the annual insurance period.

7. In relation to the change in the terms which are decisive for the specification of the level of the insurance premium, the Insurer has the right to revise the level of the insurance premium for the further insurance period. In such cases, the Insurer is obliged to notify the Insurant of the new insurance premium and the effective date of this change no later than two months in advance. If the Insurant does not agree with the level of the insurance premium, they must lodge this disagreement with the Insurer within one month from the date when they came to be aware of the proposed change in the insurance premium; in this case the insurance expires upon the expiry of the insurance period preceding the insurance period concerning the proposed change. The Insurer is obliged to notify the Insurant of this consequence in the notification of the newly stated change.
8. If during the insurance there are facts which influence the level of the provided discounts or the application of extra charges, the Insurer will make the respective change in the value of the insurance premium no later than the first date of the following insurance period.

#### **Article VII**

#### **Obligations of the Insurant, the insured person, the authorised user of the vehicle and other participants in the insurance**

In addition to the obligations stated by legal regulations, the Insurant and the insured person are obliged:

1. To answer truly and fully all questions by the Insurer concerning the negotiation of or the change of insurance; at the same time, they are obliged to notify the Insurer of any change in the facts which were asked for during the negotiations or the change to the insurance contract.
2. To immediately notify the Insurer that the item was insured (with one or more insurers) at the same time and, at the same time, to indicate the insurer, the number of the insurance contract, the insured amount or the limits of the insurance fulfilment agreed in the insurance contracts.
3. Before the agreement of the insurance or during the insurance, the Insurant or the insured person enables the Insurer to ascertain the technical condition of the vehicle by its inspection, including the submission of all documents concerning the vehicle and the ownership rights to the vehicle.
4. In the case of the negotiation for the insurance of the vehicle, which before the first commissioning was not purchased from an authorised dealer in the Czech Republic, it is necessary to notify the Insurer of this fact and to submit the documents for the origin and the status of the vehicle which the Insurer will request for this purpose.



5. To enable the Insurer to verify the veracity and completeness of the data provided, as well as the documents and items submitted.
6. In the case of a significant increase or decrease in the insurance risk (Article XIII, par. 1. of these VPP), the Insurant is obliged to notify such a change to the Insurer and to pay the insurance premium stated by the Insurer in this respect. The obligation to notify this change is on the part of the insured person if different from the Insurant.
7. To take care that an insurance event does not occur; in particular, they must not drive the vehicle while under the influence of alcohol, narcotics or psychotropic substances which prohibit the driving of a vehicle, to use alcohol, the aforementioned substances or medications, even after an accident, if it would influence the determining as to whether these substances were used during driving and the breaching of their obligations aimed at the prevention or reduction of risks which are required by the legal regulations or the Insurance Contract; at the same time they must not permit the breaching of these obligations on the part of third parties.
8. To keep the vehicle in the correct technical condition as required by the producer.
9. Provide a timely and conclusive account of each loss event to which a claim of the entitled person for Indemnity from the Insurance is connected:
  - a) to the police, if the information about an accident related to the police is set out by a legal regulation,
  - b) to the inspection of fire protection or environmental inspection, if the information of an accident related to the fire protection or environmental inspection is set out by a legal regulation,
  - c) to the police in the case of intentional damage of the subject of Insurance, its alienation as a whole or of its part.

Failure to comply with obligations pursuant to letter a) and b) shall be considered complication of investigation of the insured event by the entitled person under Article XI Paragraph 2 of the VPP. Without fulfilment of the obligation pursuant to letter. c), i.e. notify the police about damage, destruction, alienation of the subject of Insurance or its part, the obligation to provide Indemnity in the case of alienation or vandalism does not arise to the Insurer.

10. To immediately notify the Insurer that the insurance event occurred related to the requesting of the benefit of the insurance payment, to provide a true explanation of its origin and the scope of its consequences, to submit the necessary documents which the Insurer requests and to enable them to make copies of these documents.
11. In the case of damage to the vehicle related to the requesting of the benefit of the insurance payment, to perform repairs in the repair shop stated by the Insurer or to enable the Insurer to perform the inspection of the damaged vehicle and not to remove the damage which occurred to the vehicle without their consent (repair of damaged vehicle); however, this does not apply if the removal of the damage was necessary due to safety, hygiene, ecological or other serious reasons or with the aim of not increasing the extent of damage; in this case it is necessary to



prove the existence of these reasons and to store the damaged parts of the vehicle until inspection by the Insurer.

12. To enable the Insurer to perform the necessary investigations for the reasons that the damage occurred, of the circumstances which are decisive for the evaluation of the demand for the insurance payment, its scope and level, including inspection of the insured item, inspection of the place of the insurance event, taking of the necessary samples, damaged items, protective measures for the purpose of expert investigation or other professional evaluation.
13. To hand over the documents from the vehicle in the case of its theft (in particular the technical certificate), all sets of keys from locks (including additional keys), including the control unit of the immobiliser and the remote control for locks which were delivered by the producer, dealer or the previous owner of the vehicle delivered together with the vehicle or additionally produced.
14. To take measures in the case of the insurance event so that the damage related to the insurance event does not increase.
15. To take measures to prevent the lapse or expiry of the right to compensation for damage which, according to Section 33 of the Act for insurance contracts, is transferred to the Insurer.
16. To issue the power of attorney for the Insurer in relation to the investigation of the insurance event of independent actions with all affected bodies and institutions.
17. If after the insurance event or making the insurance payment it is ascertained that the lost or stolen item which the insurance event concerns was found, such a fact is immediately notified to the Insurer without any delay.
18. To prove, at the Insurer's request, that the performing of repairs on the vehicle occurred in the time from the beginning of the insurance.
19. The Insurer and the Insurant are obliged to ensure the keeping of their obligations stated in the previous paragraphs with the exception of par. 1. a 4., also on the part of all authorised users of the car (hereinafter referred to as the "user of the vehicle"), as well as other participants in the insurance.

### **Article VIII** **Rights and obligations of the Insurer**

The Insurer is obliged:

1. To start the investigation, which is necessary for the ascertainment of the scope of payment, without delay after the announcement related to the request for the insurance payment, the insurance payment is due within 15 days after the completion of this investigation. The investigation is completed as soon as the Insurer notifies the results to the beneficiary.

2. To terminate the investigation within three months after this event according to par. 1. of this Article was announced. If it is not possible to complete the investigation within the deadline according to the first sentence, the Insurer is obliged to notify the person for whom the insurance payment is to be made or was made of the reasons due to which it is not possible to complete the investigation, and if the obligation to pay is without doubt, this person will be provided with an adequate advance upon request.
3. To enable the Insurant and the Insured person to inspect the source materials which the Insurer collected in relation to the investigation of the insured event and upon request, to discuss with them the results of the investigation.
4. If costs for the investigation according to par. 1. of this Article spent by the Insurer changed or increased due to the breaching of their obligations by participants in the insurance, the Insurer is entitled to request adequate compensation from the breaching party.
5. To keep confidential all facts concerning the insurance, as well as all facts which became known during the negotiation of the insurance, the administration and during the liquidation of insurance events.

#### **Article IX Legal relations**

1. The Insurant may conclude an insurance contract for the insurance risk of the insured person who is different from the Insurant. In this case the Insurant is obliged to familiarise the insured person with the content of the insurance contract concerning the insurance or the insurance risk.
2. The right for the insurance payment may be applied by the Insurant only in the case they prove the fulfilment of obligations according to paragraph 1 of this Article and if they prove that the insured person, if the legal representative is not the insurant, expressed their consent to receive the insurance payment.
3. The beneficiary may pass the insurance payment as a receivable to another person or pledge this insurance payment or provide it as security in another manner in favour of another person before the termination of the investigation only with the prior Insurer's consent granted in writing.
4. If the insured person has the right to the compensation for damage caused by the insurance event, the right is transferred to the insurer up to the level of the insurance payment provided by the Insurer (Section 2820 of the Civil Code).

#### **Article X Insurance payment and calculation**

1. In the case of the damage to the vehicle, the insurance payment means purposefully spent costs for the repair when using new spare parts or parts of the vehicle and for the transport of

the insured vehicle, as a maximum, however up to the level of the usual price of the vehicle in the Czech Republic at the time before the damage event after the deduction of the agreed deductible according to Article IV par. 4. of these VPP, if not stated in the ZPP or agreed in the insurance contract otherwise.

2. In the case of the total damage or theft of the vehicle, the insurance payment means the costs for the acquisition of the vehicle of the same type and quality in the Czech Republic decreased by the amount corresponding to the level of wear or another devaluation with respect to the respective situation on the market in the Czech Republic (usual price at the time before the insurance event) and by the value of the usable remainder (according to par. 3. of this Article); and the resulting amount is decreased by the level of the agreed deductible (according to Article IV par. 4. of these VPP) and the amount representing the difference between already paid insurance premium and insurance premium for the period up to the end of the insurance year in which the insurance expired (Article V par. 10 of these VPP), if the ZPP or the Insurance Contract does not state otherwise.
3. Unless stated otherwise, the usable remainders for the vehicle which was damaged or the total damage caused to the vehicle by the insurance event for the person to whom the insurance payment was made and the net-book value of these reminders representing the amount at which it would be possible to sell these parts, will be deducted from this insurance payment.
4. If the item was insured at the same time with further insurers, then the Insurer, if having received notification on the insured event as the first, is obliged to provide the insurance payment for the whole damage, as a maximum, however, up to the level of the usual price of the vehicle at the time before the damage event; the other insurers, which came to be known, are informed about this insurance payment.
5. The deductible is deducted from the compensation for damage caused by the insurance event independently for each case (Article I par. 1. of these VPP) from which the insurance payment is made.
6. An insurance event where the level of damage is lower than the agreed deductible shall not be the subject of an insurance payment.
7. If the cause of the insurance event affecting the insurance is a case of the theft of the Insured vehicle (Article I par. 1 letter b. of these VPP) and the Insurer has made the insurance payment, the ownership of the found insured vehicle (item) is not transferred to them, unless stated otherwise. If the ownership rights to the found insured asset are not transferred to the Insurer, the beneficiary is obliged to return the insurance payment to the Insurer after the deduction of adequate costs which the beneficiary had to spend for the repair of the defects caused in the time when the beneficiary was prevented from using the item.
8. The Insurer is entitled to offset the insurance payment with any amounts of the insurance premium that are due and other receivables due from the insurance.
9. The insurance premium is due in the Czech Republic in domestic currency, unless otherwise agreed.

## **Article XI Rescue costs**

1. Persons stated in Section 2819 of the Civil Code who purposefully spent costs for:
  - a. The prevention of the origination of the insurance event or for the decrease of its consequences, have the right to request from the Insurer, compensation of these costs up to the amount corresponding to the insured amount or the limit of the insurance payment.
  - b. Persons who were obliged to spend, during the liquidation of assets damaged by the insurance event or their remainders due to hygiene, ecological or safety reasons, have the right to request from the Insurer compensation up to the level corresponding to 1% of the agreed insured amount or the limit of the insurance payment.
2. The limits stated in par. 1. letters a) and b) of this Article do not relate to costs for the rescue of the life or health of persons where the persons who spent such costs have the right to request from the Insurer the compensation of these costs up to the amount corresponding to 30% of the agreed insurance amount or the limit of the insurance fulfilment.
3. Limits stated in par. 1. and par. 2. are valid in the sum for all persons who spent the respective costs

## **Article XII Decrease or rejection of insurance payment**

1. If during the negotiation of the insurance or the change of the Insurance Contract the Insurant or insured person breaches any of the obligations stated in the Civil Code, these VPP (ZPP) or in the Insurance Contract and due to this fact, a lower insurance premium was stated, the Insurer may adequately decrease the insurance payment.
2. If the breaching of the obligations stated in the Civil Code, these VPP (ZPP) or in the Insurance Contract had a substantial impact on the insurance event, its course or the increase of its consequences or on the ascertainment or stating of the insurance payment, the Insurer may decrease the insurance payment proportionally to the fact of how this breach influenced the scope of the obligation to pay.
3. The Insurer is entitled to decrease the insurance payment under the conditions set out in the paragraph 2 below,
  - a. If at the time of the insurance event, the vehicle was driven by a person under the influence of alcohol, narcotics or a psychotropic substance or medication indicated as prohibited for use when driving the vehicle or the person rejected without reason to take, at the request of the police, a test for the presence of the aforementioned substances or such test was hindered by the actions of the person after the damage event,
  - b. In the case of the non-fulfilment of obligations resulting from Article VII par. 11 of these VPP.

4. The Insurer is entitled to refuse to make insurance payment, if
  - a. The reason for the insurance event was a fact of which the Insurer became aware after the occurrence of the insurance event and for which the Insurer could not ascertain during the concluding of the insurance or its change due to intentionally omitted, false or incompletely answered written questions and if in the case of knowing this fact at the time of concluding the Insurance Contract, the Insurer would not conclude the contract or would conclude it under other terms, or
  - b. The beneficiary provides, when applying for the right for the insurance payment, false or distorted data concerning the scope of the insurance event or hides important data concerning this event. The insurance expires on the date of the notification of the rejection of the insurance payment.

### **Article XIII** **Interpretation of terms**

For the purposes of this insurance the following interpretation of terms is valid:

1. Vehicle means motor (road non-rail vehicle with its own engine) or towed vehicle (road non-rail vehicle without its own engine which is connected to the motor vehicle). A vehicle used for special purposes means a vehicle whose use is related to a significantly increased insurance risk; this mainly concerns the following types of use of vehicle: vehicle with the right of priority driving (with the exception of an emergency service vehicle), a vehicle used for operation of a taxi service, transport of hazardous items, for rent (rental car), training of drivers or transport of communal waste and ensuring traffic, passability and cleanliness of roads, armoured vehicle used for the transport of valuables. The corresponding type of vehicle use must be indicated in the Insurance Contract.
2. Damage insurance means insurance whose purpose is the compensation for damage caused due to the insurance event.
3. The insurer means Euro Insurances DAC trading as LeasePlan Insurance, Ground Floor, Block C, Central Park, Leopardstown, Dublin 18, Ireland.
4. The Insurant means the person who concluded with the Insurer Insurance Contract containing the basic or additional accident insurance according to these VPP and ZPP.
5. The insured person means the person whose assets the agreed insurance relates to.
6. The holder/operator of vehicle means the person stated as the holder/operator in the technical certificate of the insured vehicle.
7. The beneficiary means the person who has the right, due to the insurance event according to these VPP, ZPP and DPP, to the insurance payment and as the owner of the vehicle is stated in the Insurance Contract unless stated otherwise in ZPP or DPP or the Insurance Contract.

8. The participants in the insurance means the Insurer and the Insurant as the contracting parties and the insured person and each other person for whom the right or obligation originates, in particular the beneficiary, the owner of the vehicle, the holder/operator of the vehicle, as well as other authorised users of the vehicle.
9. The insurance period is the agreed period for which the insurance premium is paid.
10. The insurance risk means the rate of the probability of the occurrence of the insurance event within the insurance according to Article I par. 1. of these VPP.
11. The authorised user of the vehicle is the person who as the owner or with the consent of the owner or the authorised person uses the insured vehicle.
12. The insured value means the highest possible damage to property which may occur due to the insurance event. The insured value of the insured vehicle represents the usual price which the vehicle has in the time for which this value is stated.
13. The insured amount means the upper limit of the insurance payment for one insurance event unless the ZPP or the Insurance Contract indicates otherwise.
14. The limit for the insurance payment means the upper limit of the insurance payment in the case of additional accident insurance according to ZPP for one insurance event, unless otherwise agreed in ZPP or in the Insurance Contract.
15. The usual price for the purpose of insurance means the price of the vehicle or an item at which it would be possible to acquire the vehicle or the item on the market in the Czech Republic at the same quality and level of wear or other devaluation as of the date of the evaluation ascertained according to the generally acknowledged price list for vehicles.
16. The damage event means the fact from which the damage originated which could be the reason for the origination of the right for the insurance payment according to these VPP and ZPP.
17. The insurance event is such an accidental fact related to the origination of the obligation of the Insurer to make the insurance payment according to these VPP or ZPP.
18. Total damage is such damage where the sum of all costs for repair according to the technology of the producer of the transport for the insured vehicle (including value added tax) exceed the usual price of the vehicle (including value added tax) in the Czech Republic at the time before the insurance event.
19. Partial damage is such damage which does not achieve the level of the total damage according to par. 18. of this article.
20. Theft means illegally acquiring a vehicle or an outside part with the aim of using the vehicle or its part permanently or temporarily under the condition that the vehicle was fully insured against theft at the time of the insurance event. Theft is not the acquiring of the vehicle or its part by fraud or the illegal misappropriation of the used vehicle (fraudulent misapplication).

21. Theft by burglary means entry into the vehicle by force and acquiring the vehicle, its internal parts or accessories located in it with the intention to use these either permanently or temporarily under the condition that at the time of the insurance damage, the vehicle was fully insured against theft and that the offender overcame any obstacle protecting the vehicle, its parts and the accessories located in the vehicle.
22. Robbery means the illegal acquisition of the vehicle, its parts or accessories located in it so that enforcement or threats were used against the user of the vehicle.
23. Storm means wind with a speed higher than 75 km/h.
24. Hail means the phenomenon where pieces of ice originated by the condensing of atmospheric moisture causes damage or destruction to the vehicle after falling on the vehicle.
25. Lightning strike means a strike of lightning (atmospheric discharge) to the insured vehicle.
26. Earth fall, falling rocks or earth means the accidental movement of this mass.
27. Snow slides or the fall of snow means the phenomenon where a mass of snow or ice suddenly starts to move.
28. Flooding means a temporary significant increase in the level of the water flow or the water tank causing the flooding of smaller or larger areas (territorial units) with water which flows out from water flows or water tanks or which broke the banks or the water barriers.
29. Overflow means the flooding of a certain territory without natural water outflows with the consequent creation of the standing or flowing water area.
30. Fire means fire originated outside the fireplace or a fire which left a certain fireplace and was expanded by its own force or was started or expanded by an offender. Fire is not an effect of a utility fire or radiated heat and smouldering with the restricted access of air.
31. Explosion means a sudden destructive effect of a pressure force based on the expansion of gas or steam. An explosion is not a reaction in the combustion area of an engine or an aerodynamic crack.
32. An insurance agent is natural person or corporate body who performs a professional activity directed towards concluding insurance contracts and other related activities. The position of the insurance agents, their rights and obligations are stipulated by the Act for insurance agents and the independent liquidators of the insurance events.
33. Accessories means parts or fixed equipment (including spare parts) specifically manufactured as standard design to be installed or used with the vehicle.



#### **Article XIV**

##### **Form of communication and delivery**

1. All communication under this policy shall be in a written form. The parties may send communication via electronic means only based on mutual agreement of the parties and/or if the addressee confirms the delivery with an electronic or any other similar verified signature.
2. Communications in writing sent under this policy shall be delivered to the address of a party specified in the Insurance Contract or otherwise communicated to the sender in writing. The Insurant is obliged to notify the Insurer of each change of the address for the delivery of written communication. The communication is considered delivered upon receiving such communication or rejection to receive such communication by the addressee. If the addressee makes the delivery impossible (e.g. due to failure to notify the change of a delivery address), such communication is considered delivered on the third working day after its posting (or on the fifteenth working day after the posting in case the delivery address is outside the Czech Republic).
3. Financial amounts shall be sent by the Insurer to the account notified by the Insurant or the beneficiary to the Insurer. The Insurant, the insured person or the beneficiary shall send the financial amounts to the accounts of the Insurer as notified by the Insurer. The financial amount for the Insurer is considered delivered on the date it is credited to the account of the Insurer or an authorized insurance agent.

#### **Article XV**

##### **Final provisions**

1. Unless otherwise agreed, all legal acts concerning the insurance must be in written form.
2. The right for insurance payment lapses after three years, the lapse period for the right for the application of the insurance payment commences one year after the origination of the insurance event.
3. The insurance agreed on the basis of the Insurance Contract, which also includes the insurance terms, are governed by the Legal Order of the Czech Republic and in the case of the resolution of disputes resulting from this insurance, the competent courts of the Czech Republic will be used. This is also valid for insurance risks abroad if the legal regulations of the state where the insurance risk is placed, does not specify the use of their regulations.

Dublin, July 2017