

# **SV pojišťovna, a.s.**

Vyskočilova 1481/4, Praha 4

Zápis v Obchodním rejstříku u Městského soudu v Praze,  
oddíl B, vložka 2740, IČO: 61858714, DIČ: CZ61858714

## **Pilot Liability Insurance**

General Insurance Conditions (OP 221001)

Validity from 01.10.2022



# Liability insurance



Insurance product information document

Company: SV pojišťovna, a.s., Česká republika

Product: Pilot liability insurance

For complete pre-contractual and contractual information on the product see the General Insurance Terms and Conditions (VPP) for pilot liability insurance - OP 221001.

<https://svpojitovna.cz/pojisteni-odpovednosti/piloti/en>

## What is this type of insurance?

Liability insurance of pilots, trainees and instructors for damage caused accidentally to borrowed aircraft.



### What is insured?

- ✓ Pilot liability insurance for damage caused to borrowed aircraft. The maximum amount of cover that can be taken out with this insurance is CZK 600,000.

If so agreed in the Insurance Policy, the insurance also applies to other property loss (financial loss) incurred in causal relationship with the use of aircraft. The maximum amount of cover of financial loss is CZK 600,000.

If so agreed in the Insurance Policy, the insurance also applies to personal liability for damage caused in everyday civil life. The amount of cover for personal liability for damage is CZK 3,000,000.



### What is not insured?

- ✗ Unless otherwise stipulated in the Insurance Policy, the insured person's liability insurance does not apply to damage under VPP OP 221001, Articles 16, 22 and 25.



### Are there any restrictions on the cover?

- ! The insurance does not apply to the following activities:  
Any activities carried out by the insured person that he/she is not authorized to do.  
Professional sports activities or any preparations for such activities, whereas professional sports activities are not understood as routine activities of aviation schools.  
Period during which the aircraft did not have a valid and effective certificate of airworthiness or any other necessary permits.  
Take-off or landing of aircraft from/to a location which does not comply with conditions for operation of such aircraft as set forth in appropriate standards, excepting damage incurred in case of emergency landing.
- ! The insurance does not apply to liability for damage that lies within the responsibility of a person other than the insured person.



## Where am I covered?

- ✓ The insurance covers insured events incurred anywhere in the world.



## What are my obligations?

- Both the policy holder and insured person are obligated to provide true and complete answers to all questions asked by the insurer when the insurance is taken out.
- Both the policy holder and insured person must notify the insurer in writing and forthwith of any changes related to the insured person, insurance and changes of the insurance risk, i.e. to report to the insurer any changes of the residence, delivery address, cessation of the insurance interest, etc.
- If an insured event occurs, the insured person, policy holder or any authorized person are obligated to inform the insurer forthwith of the insured event.
- Other obligations of the policy holder and insured person are delineated in VPP OP 221001, Part I, Article 17, and Part II, Article 23.



## When and how do I pay?

The first premium can be paid by payment card online or by bank transfer or postal order when the insurance is taken out. The first premium is payable on the day of inception of insurance. Other regular premiums are payable on the first day of the relevant insurance period at all times. Premium can be paid by bank transfer, direct debit, by SIPO [centralized collection of household payments], postal order or in cash.



## When does the insurance start and end?

The insurance starts on the day and time indicated in the Insurance Policy as the inception of insurance. The insurance is concluded for an indefinite period or a definite period in the length not exceeding 12 months, and it is agreed for Insurance Policies taken out remotely that this provision applies only under the condition that the first premium is paid before the agreed inception of insurance and the Insurance Policy (offer) is accepted by the policy holder in the proposed scope before the first premium is paid. The insurance concluded for a definite period ends by the expiration of the period of insurance.



## How do I terminate the Insurance Policy?

The Policy can be terminated at the end of the period of insurance. The notice of termination must be delivered at least six weeks before the expiration of the period of insurance. However, if the notice is delivered later than six weeks before the day of the expiration of the period of insurance, the insurance terminates at the end of the following period of insurance.

Other information related to the termination of insurance is provided in VPP OP 221001, Part I, Article 5.

## **Information on protection of clients' personal data**

The purpose of this document is to inform you of processing of your personal data and your rights in conformity with the General Data Protection Regulation 2016/679 (the "GDPR" henceforth).

### **Who is responsible for processing your personal data (personal data controller)?**

SV pojišťovna, a.s.  
BB Centrum budova BETA  
Vyskočilova 1481/4, 140 00 Praha 4

Tel. +420 221 585 111  
[info@svpojistovna.cz](mailto:info@svpojistovna.cz)

Our data protection officer can be contacted at the above-mentioned address or via email [dpo@svpojistovna.cz](mailto:dpo@svpojistovna.cz).

### **For what purpose are your personal data processed and under what legal basis?**

We process your personal data in compliance with requirements of the EU GDPR regulation, the Personal Data Processing Act, provisions of the Insurance Act concerning personal data protection and other relevant legislation.

We need your personal data to be able to evaluate insurance risks, conclude and manage insurance policies as well as any related documents, send insurance certificates, or review insured events or provide insurance benefits. All communication with us is monitored and archived, including client phone calls. Without processing your personal data, it would be impossible for us to enter into and manage insurance policies or settle claims. In addition, we may process your personal data in order to comply with regulatory requirements, for purposes of insurance statistics or for developing new tariffs.

In the context of pre-contractual negotiations or performance of your policies, your personal data are lawfully processed under Article 6(1)(b) of the GDPR. Whenever special categories of personal data must be processed, such as health data, we will ask for your consent during the pre-contractual negotiations under Article 9(2)(a) of the GDPR and Article 7 of the GDPR. After concluding an insurance policy, the legal basis for the processing of health data is Article 9(2)(f) of the GDPR.

Personal data are also processed in pursuance of protecting justified interests of SV pojišťovna, a.s. or third parties (Article 6(1)(f) of the GDPR). By way of example, this may be necessary for the following purposes:

- to secure IT operations and safety of these operations,
- for direct marketing of our own insurance products,
- for prevention and investigation, especially in case there are any suspicions of misuse of insurance.

### **Right to object**

You have a right to object to the processing of your personal data for direct marketing purposes as well as the use of profiling during direct marketing.

Where we process personal data with the aim of protecting justified interests, you may object to such processing of your personal data, including profiling, on the grounds of a specific situation you might be in.

We also process personal data in order to comply with legal obligations, e.g. *vis-à-vis* the Czech National Bank as a supervisory authority or to perform our tax obligations or compliance with archiving obligations. The legal basis for such processing consists in legal obligations set forth in applicable laws, in conjunction with Article 6(1)(c) of the GDPR.

### **Who are the recipients of your personal data?**

#### **Reinsurers**

The insurance risks assumed by us are further insured by specialized insurance companies - "reinsurance companies". We may have to provide reinsurers with your insurance policy and/or data about the given insured event to enable them to obtain information about the insurance case and the related risk.

#### **Insurance intermediaries**

If you take up insurance through an insurance intermediary, your personal data will be processed by this insurance intermediary with the aim of concluding an insurance policy, and these data will then be forwarded to us. In turn, we will provide the insurance intermediary with your personal data to a necessary extent in case it is necessary that the insurance intermediary provides you with assistance or if required for financial administration purposes to give you advice in the form of recommendations or advice and for financial administration.

## **Personal data processing in the SV Insurance Group**

The SV Group conducts certain specific tasks on the central level, such as the secure data backup or technical support of the information system of insurance administration and claims adjustment; however, this is always done within the European Economic Area.

### **External providers of services**

To comply with our contractual and legal obligations, we collaborate with selected external providers of services, who may process your personal data. The list of these processors is available from [www.svpojistovna.cz](http://www.svpojistovna.cz), or at request.

### **Providers of health services**

We may require your medical documentation from your attending physician or a medical report may be necessary for concluding an insurance policy or in case of an insured event.

### **Financial institutions**

If your insurance policy is tied up in favour of another financial institution, your personal data will be forwarded to this institution to a necessary extent.

### **Other recipients**

We may be under the obligation to forward your personal data to other recipients, such as the Czech National Bank, tax administration or notaries.

### **What other sources of personal data are used?**

#### **Exchange of data among insurance companies**

If, for example, we need to evaluate or complete your personal data as to any insured or another relevant event that concerns your insurance, we may exchange information with other insurance companies as necessary.

#### **Exchange of data with your employer**

If insurance is concluded between your employer and you as an insured person, your personal data are forwarded.

### **How do we transfer personal data to third countries?**

If personal data are transferred outside the European Economic Area (EEA), we do so exclusively on the basis of a decision of the Commission as to an appropriate level of personal data protection in the given third country or on the basis of existence of other safeguards (such as standard contractual clauses or contracts between public authorities). During some of our processes, we occasionally transfer personal data to a third country - mostly to the United States of America. Details are available from the above contacts.

### **Is there any automated decision-making / profiling?**

Using personal data, we make decisions e.g. on concluding insurance policies or amounts of premium by fully automated means - especially when insurance is concluded online, which has a bearing on accelerating the negotiation process. Moreover, we use profiling also for direct marketing in the Internet environment to offer you a specific insurance offer customized to your needs, and to comply with certain legal obligations, such as the performance of measures against money laundering and financing of terrorism. Automated decisions are based on rules pre-defined by us - e.g. insurance algorithms.

### **How long are personal data retained?**

We retain personal data over the term of your insurance policy or during an investigation of an insured event. Personal data are also kept based on the provisions of Civil Code; retention period may be as many as 17 years long of the end of insurance (or of the date of insurance claim settlement). Personal data are further retained with the aim of performing legal retention obligations, laid down chiefly in tax regulations, the Accounting Act and the Act on Certain Measures against Money Laundering and Financing of Terrorism.

### **What rights do you have?**

In addition to the right to object, as mentioned above, you have a right of access to, rectification or erasure of your personal data, the right to restrict the processing of your personal data and the right to data portability. If you wish to have access to your personal data or make an amend, please use the contact details mentioned above. If personal data are processed on the basis of your consent, you have a right to revoke this consent at any time.

### **How can a complaint concerning personal data processing be filed?**

You can contact our data protection officer on email address [dpo@svpojistovna.cz](mailto:dpo@svpojistovna.cz) or the Office for Personal Data Protection at the address Pplk. Sochora 27, 170 00 Praha 7.

**For current information on protection of clients' personal data please go to [www.svpojistovna.cz](http://www.svpojistovna.cz).**

## **Information for persons interested in concluding an insurance policy (prior to concluding the insurance policy)**

### **1. Information about the Insurer**

#### **A) Business name and legal form of the Insurer**

SV pojišťovna, a.s., ID No.: 618 58 714, engaged in insurance activities and activities related to insurance and reinsurance activities pursuant to Act No. 277/2009 Coll., on insurance, as amended.

#### **B) Registered office of the Insurer**

Vyskočilova 1481/4, 140 00 Prague 4, Czech Republic

#### **C) Incorporation details:**

Commercial Register kept on file by the Municipal Court in Prague, Section B, Insert 2740

#### **D) Name and registered office of the authority responsible for the supervision of the activities of the Insurer**

Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1

#### **E) Contact information and filing complaints**

By phone: +420 221 585 111

By e-mail: [info@svpojistovna.cz](mailto:info@svpojistovna.cz)

Online: [www.svpojistovna.cz](http://www.svpojistovna.cz)

By post: to the Insurer's registered office

In person: at the Insurer's registered office, branches

List of branches is available at [www.svpojistovna.cz](http://www.svpojistovna.cz).

Complaints may also be filed with the Czech Insurance Association or the Czech National Bank. In case of extrajudicial negotiations of consumer disputes concerning life insurance policies, the competent authority is the Financial Arbitrator at Legerova 1581/69, 110 00, Prague 1, [www.finarbitr.cz](http://www.finarbitr.cz). Concerning other insurance sectors, the competent authority is the Czech Trade Inspection Authority at Štěpánská 567/15, 120 00, Prague 2, [www.coi.cz](http://www.coi.cz).

#### **F) Language for communication between the Parties**

Czech

#### **G) Information on the solvency and financial standing of the Insurer**

is available at [www.svpojistovna.cz](http://www.svpojistovna.cz) in the section About the company/Legal information.

#### **H) Contact information to claim a Benefit**

By phone: +420 221 585 111

Web: [www.svpojistovna.cz](http://www.svpojistovna.cz)

### **2. Information about the commitment**

#### **A) Definition of liability insurance**

The scope of the liability insurance is indemnification for the death, personal injury or damage to the property of a third person, for which death, injury or damage the insured is liable in accordance with the applicable provisions of the civil law.

This Insurance arranged by SV pojišťovna, a.s. (hereinafter referred to as "Insurer") is governed by Act No. 89/2012 Coll., the Civil Code, as amended, and other generally applicable legal regulations of the Czech Republic, the General Insurance Terms and Conditions of Pilot Liability Insurance - OP 221001 (hereinafter the "General Insurance Terms and Conditions"), the Insurance Policy and any other contractual arrangements.

## **B) Who can be a policy holder**

The policy can be concluded only by policyholders with habitual residence in The Czech Republic or Slovak Republic. For legal persons, the policy holder's seat or establishment to which the contract relates can only be The Czech Republic or Slovak Republic.

## **C) Scope of Insurance Coverage and Territorial Validity of Insurance**

Pilot liability insurance for damage caused to the aircraft according to Part II can be arranged in the insurance policy. General Insurance Terms and Conditions In addition to this coverage, general liability insurance can be arranged according to Part III. General Insurance Terms and Conditions.

Territorial Validity of Insurance is specified in Article 20 of General Insurance Conditions.

## **D) Exclusions**

The contractual limitations of the insurance coverage can be found:

- a) in Article 16 of the General Insurance Terms and Conditions ("Exclusions") - general exclusions from insurance applicable to the entire policy;
- b) in Article 22 of the General Insurance Terms and Conditions ("Exclusions from the pilot liability insurance for damage caused to the aircraft) - specific exclusions concerning pilot liability for damage caused to the aircraft according to Part II of the General Insurance Terms and Conditions;
- c) in Article 25 of the General Insurance Terms and Conditions ("Exclusions from general liability insurance") - specific exclusions concerning general liability insurance according to Part III. General Insurance Terms and Conditions

## **E) Term of the Insurance Policy, Insurance Period**

The Insurance commences and terminates at the time and on the date specified in the Insurance Policy as the commencement and termination of Insurance. The Insurance Policy is also considered to be the insurance. The Insurance is arranged for the definite term of no more than 12 months or for an indefinite term. The insurance period is agreed in the Insurance Policy and corresponds to the frequency of payment agreed in the Insurance Policy to be made either as a single payment in the case of an insurance policy for the definite term, or as semiannual or annual payments in the case of an insurance policy for an indefinite term. The Insurance cannot be concluded retroactively.

## **F) Termination of Insurance, withdrawal from the Insurance Policy**

The Insurance terminates by agreement between the Policyholder and the Insurer; upon the expiry of the peril; upon cessation to exist of the peril; as of the date of the death of the insured person or as of the date of dissolution of the legal entity without a legal successor and/or as of the date of death or dissolution of the Policyholder pursuant to Article 8(4) of the General Insurance Terms and Conditions; upon the lapse of three months from the date of conclusion of the Insurance Policy if the consent of the Insured Person has not been proven in case such consent is required under the generally applicable legal regulations; as of the date of refusal of the benefit by the Insurer pursuant to Article 5(6) of the General Insurance Terms and Conditions; by disagreement of the Policyholder with a change in the amount of insurance premium pursuant to Article 5(4) of the General Insurance Terms and Conditions; upon the expiry of the additional period granted in the premium payment reminder notice.

The Insurance may also terminate by notice given by the Insurer or the Policyholder. The Policyholder or the Insurer may terminate the Insurance with an eight-day notice period within two months of the conclusion of the Insurance Policy or with a one-month notice period within three months of the date of notification of an Insured Event; or as of the end of the insurance period provided the notice is served at least 6 weeks prior to the expiry of the insurance period. The Policyholder may terminate the Insurance with an eight-day notice period if the Insurer violates the principle of equal treatment when determining the amount of the premium or when calculating the amount of the benefit; within one month of the day on which the Policyholder received a notification of the transfer of the insurance portfolio or a part thereof or a notification of a transformation of the Insurer; or within one month of the day on which it was published that the Insurer was no longer authorised to perform insurance activities. The Insurance may be terminated by the Insurer with an eight-day notice period if the Policyholder has disagreed with an increase in the amount of insurance premium; if the insured risk increases to the extent and under the conditions set out in Article 5(9)a) and Article 5(9)b) and (c) of the General Insurance Terms and Conditions.

The Insurance also terminates by withdrawal from the Insurance Policy with effect as of the date of conclusion of the Insurance Policy. The Policyholder may withdraw from the Insurance Policy:

- a) without giving a reason within fourteen days of the conclusion of the Insurance Policy or of the date on which the Insurance Terms and Conditions were communicated to the Policyholder if the Insurance Policy was concluded remotely or outside the premises of the Insurer;
- b) if the Insurer or its authorised representative wilfully or negligently answers any written questions of the Policyholder concerning the Insurance untruthfully or incompletely when negotiating or changing the Insurance Policy. The Policyholder may exercise this right within two months of the day on which the Policyholder learned such a fact;
- c) if the Insurer must have been aware of discrepancies between the offered Insurance and the requirements of the interested party when entering into the Insurance Policy and failed to inform the Policyholder of such discrepancies. The Policyholder may exercise this right within two months of the day on which the Policyholder learned such a fact.

The Insurer may withdraw from the Insurance Policy if the Policyholder or the Insured wilfully or negligently answers any written questions of the Insurer concerning the Insurance untruthfully or incompletely when negotiating or changing the Insurance Policy in cases in which the Insurer would not have entered into the Insurance Policy if the Policyholder or the Insured had provided truthful and complete answers. The Insurer may exercise this right within two months of the day on which the Insurer learned such a fact.

The Policyholder's withdrawal must be made in writing and sent to the address of the registered office of the Insurer. Without undue delay and no later than one month from the day of receipt of the withdrawal notice from the Insurance Policy, the Insurer is obliged to refund the paid premium to the Policyholder, minus the benefit already paid by the Insurer, and the Policyholder, the Insured or the Beneficiary is obliged, within the same deadline, to refund to the Insurer the amount of the benefit paid which exceeds the premium paid. The right to withdraw from the Insurance Policy expires if it is not exercised by the relevant deadline for the individual reasons described above.

The form of withdrawal from the Insurance Policy is available at [www.svpojistovna.cz](http://www.svpojistovna.cz) in the Client Service section or at the registered office or a branch of the Insurer.

#### **G) Information on the amount of premium and insurance limits**

The premium is a payment for the Insurance provided by the Insurer in the scope agreed in the Insurance Policy. The Insurer determines the amount of the premium according to the scope of the Insurance chosen by the interested party and communicates the amount to that party before entering into the Insurance Policy. Insurance limits depends on the chosen scope of the insurance coverage pursuant to Article 7 of the General Insurance Terms and Conditions.

#### **H) Methods of payment and due date of the premium**

The premium can be arranged only as a single premium (in the case of a policy for the definite term) or as a current premium (in the case of a policy for the indefinite term). The payment of the premium for the first insurance period is due on the date of the commencement of the Insurance. The payment for the following insurance period is due on the first day of the following insurance period. The premium is to be paid in the bank account of the Insurer. The first premium can also be paid in cash or with a payment card using the payment portal on the Insurer's website.

Any premium paid without a variable symbol or with the wrong variable symbol is deemed unpaid.

#### **I) Fees**

The Insurer does not charge any extra fees for using a means of remote communication. The following fees are collected in addition to the premium:

Processing of an Insurance Policy termination notice within 2 months of conclusion (unless otherwise specified in the insurance terms and conditions of the specific insurance)	200 CZK
Issue of a copy of the Policy / the current status of the Insurance Policy from the system	50 CZK
Issue of a copy of the draft / Insurance Policy from an external archive	100 CZK
Preparation of the restoration of the Policy after its suspension/cancellation	300 CZK
Issue of a confirmation of the Premium payment (on request)	50 CZK

#### **J) Law governing the Insurance Policy, resolution of disputes**

All insurance policies concluded with SV pojišťovna, a.s. are governed by the law of the Czech Republic. Any disputes will be resolved by the courts of the Czech Republic.

The party interested in entering into an Insurance Policy may obtain additional information regarding property and liability insurance. If the Insurance Policy is concluded remotely, the Policyholder has the right to request the insurance terms and conditions in the paper form at any time during the term of the Insurance.



**K) Consequences of a Breach of Obligations**

Consequences of a Breach of Obligations are specified in article 18 of General Insurance Conditions.

**L) Method of determining the amount of insurance benefit**

The method of determining the amount of insurance benefit is depending on the specific loss incurred or on the preidentified amount, see the relevant articles of General Insurance Conditions.

**General Insurance Terms and Conditions of Pilot Liability Insurance - OP 221001**

Valid from 1. 10. 2022

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- Part I Opening Provisions.....7
  - Article 1 Scope of the Liability Insurance .....7
  - Article 2 Insured Event under the Liability Insurance.....7
  - Article 3 Inception and Term of Insurance .....7
  - Article 4 Suspension of Insurance .....7
  - Article 5 Termination of Insurance .....8
  - Article 6 Insurable Interest .....9
  - Article 7 Insured Amount, Insurance Benefit Limit .....9
  - Article 8 Insurance of a Third Party's Peril and Insurance for the Benefit of a Third Party.....10
  - Article 9 Change in the Insured Risk.....10
  - Article 10 Premium.....11
  - Article 11 Payment and Due Date of the Insurance Benefit .....11
  - Article 12 Refusal and Reduction of the Insurance Benefit.....12
  - Article 13 Deductible.....13
  - Article 14 Salvage Costs.....13
  - Article 15 Insured Costs of Proceedings .....13
  - Article 16. Exclusions .....13
  - Article 17 Obligations of the Policyholder and the Insured.....14
  - Article 18 Consequences of the Breach of the Obligations .....15
  - Article 19 Right of the Insurer to Learn and Review Information about the Policyholder and the Insured..... 15
- Part II Pilot Liability Insurance for Damage Caused to the Aircraft.....15
  - Article 20 Scope of the Pilot Liability Insurance for Damage Caused to the Aircraft, Insured Event, and Territorial Applicability.....16
  - Article 21 Deductible.....16
  - Article 22 Exclusions from the Pilot Liability Insurance for Damage Caused to the Aircraft.....16
  - Article 23. Obligations of the Insured.....17
- Part III General Liability Insurance .....17
  - Article 24 Scope of the General Liability Insurance, Insured Event, and Territorial Applicability.....17
  - Article 25 Exclusions from the General Liability Insurance .....17
- Part IV Final Provisions.....18
  - Article 26 Costs and Charges .....18
  - Article 27 Legal Acts, Serving of Documents.....19
  - Article 28 Final Provisions.....19
- Part V Definitions.....19

## **Part I Opening Provisions**

The pilot liability insurance arranged with SV pojišťovna, a.s. (hereinafter the "Insurer") is governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), the relevant provisions of Act No. 277/2009 Coll., on Insurance, as amended, these General Insurance Terms and Conditions of Pilot Liability Insurance - OP 221001 (hereinafter the "General Insurance Terms and Conditions"), which form an integral part of the Insurance Policy, and any other contractual arrangements. The Insurance is arranged as insurance against loss.

### **1. Article 1 Scope of the Liability Insurance**

1. Under the liability insurance, the Insured is entitled, in case of an Insured Event occurring during the term of this Insurance, to have the Insurer pay the aggrieved party the compensation for damage resulting in the death, injury or property damage as well as financial loss in accordance with these General Insurance Terms and Conditions provided that the Insured is liable for such damage.
2. The insurance covers the Insured's liability specified by law to the extent specified in the Insurance Policy under these General Insurance Terms and Conditions.
3. The liability insurance under these General Insurance Terms and Conditions can be arranged as:
  - a) pilot liability insurance for damage caused to the aircraft (according to Part II of these General Insurance Terms and Conditions),
  - b) General liability insurance (according to Part III of these General Insurance Terms and Conditions).

### **2. Article 2 Insured Event under the Liability Insurance**

1. An Insured Event is a chance event specified in these General Insurance Terms and Conditions which occurs during the term of insurance, unless such a term has been interrupted within the meaning of Article 4 of the General Insurance Terms and Conditions, and from which the obligation of the insurer to provide the insurance benefit arises.
2. The Insured Event under the liability insurance is the occurrence of the liability of the Insured to pay for damage according to Article 1 of the General Insurance Terms and Conditions.
3. Multiple claims for the compensation for damage resulting from one cause or multiple causes directly related in terms of time, location or otherwise, irrespective of the number of the aggrieved parties, shall be considered a single Insured Event.
4. If the compensation for damage is decided on by a public or another competent authority, the Insurer shall be obliged to pay only on the date on which the decision of such an authority becomes effective.

### **3. Article 3 Inception and Term of Insurance**

1. The Insurance commences at the time and on the date specified in the Insurance Policy as the commencement of Insurance.
2. The Insurance is arranged
  - a) for an indefinite term or
  - b) for the definite term of no more than 12 months.
3. If the inception of the insurance is identical with the date of the conclusion of the insurance policy, on the first day of insurance the insurance protection is provided only for pilot liability insurance for damage caused to the aircraft according to Part II of the General Insurance Terms and Conditions, provided that:
  - a) the first premium has been paid with a payment card using the payment portal on the Insurer's website and at the same time
  - b) the aircraft has been used in an airfield with air traffic control or in an airfield with aerodrome flight information service and at the same time
  - c) the aircraft is used at an airfield during the operating hours of the airfield.

### **4. Article 4 Suspension of Insurance**

1. The insurance shall be suspended if the Premium is not paid in full within 2 months of becoming due. The suspension shall become effective upon the expiration of 2 months following the due date of the Premium.
2. The Insurer is entitled to receive the Premium payable for the period until moment of suspension.
3. A suspended Insurance is not renewed by the payment of the outstanding amount of Premium.

4. The Insurance may be renewed upon the Policyholder's request. The Insurer has the right to refuse renewal or determine the conditions under which the Insurance may be restored.
5. If the Insurance is suspended during the term of insurance, the obligation to pay the Premium shall not apply during the suspension period and there is no right to any insurance benefits arising from any events which occur during the suspension period and would otherwise represent an Insured Event. The suspension period is included in the terms of insurance.

**5. Article 5 Termination of Insurance**

1. The Insurance may terminate by agreement of the Insurer and the Policyholder. Insurance concluded for the definite term expires upon the lapse of the term of Insurance, unless the Insurance Policy stipulates otherwise.
2. The Insurance expires upon the expiry of the Insurable Interest. The Insurer is entitled to the Premium until the time the Insurer learns of the expiry of the Insurable Interest.
3. The Insurance expires three months from the date of conclusion of the Insurance Policy if the consent of the Insured Person has not been proven, in the case consent is required under the generally applicable legal regulations.
4. The Insurance expires on the day of refusal of the benefit by the Insurer if the refusal was due to a fact:
  - a) which the Insurer learned only after the occurrence of an Insured Event,
  - b) which the Insurer could not have learned when negotiating the Insurance or a change thereof due to a culpable breach of the obligation of the Policyholder to provide truthful information, and
  - c) which, if known by the Insurer, would have prevented the Insurer from entering into the Insurance Policy or made the Insurer conclude the Insurance Policy under different conditions.
5. The Insurance is terminated if the Policyholder has refused a change in the amount of Premium according to Article 10(7) of the General Insurance Terms and Conditions within 1 month of the date on which the Policyholder became aware of the proposed change. In this case the Insurance shall terminate upon the expiry of the insurance period for which the Premium has been paid.
6. The Insurance shall be terminated if the Insurer sends a notice to the Policyholder to remind the latter the payment of the Premium, notifying the Policyholder that the Insurance shall be terminated if the Premium is not paid within an additional period upon the expiry of such a period, which must be set at least as one month following the service of the notice.
7. Both Parties may withdraw from the Insurance:
  - a) within two months of the date of conclusion of the Insurance Policy. On the day the notice is served, an eight-day notice period commences; the Insurance terminates at the end of this period;
  - b) as of the end of the insurance period. The notice must be served at least six weeks prior to the expiry of the insurance period. However, if the termination notice is served upon the other party less than six weeks prior to the expiry of expiry of the insurance period, the Insurance shall terminate as of the end of the next insurance period;
  - c) within three months of the date of notification of an Insured Event. On the day the notice is served, a one-month notice period commences and the Insurance terminates at the end of this period.
8. The Policyholder may terminate the Insurance with an eight-day notice period:
  - a) within two months of the day on which the Policyholder learned that the Insurer had violated the principle of equal treatment laid down in the Civil Code when determining the amount of the Premium or when calculating the amount of the benefit;
  - b) within one month of the day on which the Policyholder received a notification of the transfer of the insurance portfolio or a part thereof or a notification of a transformation of the Insurer;
  - c) within one month of the day on which it was published that the Insurer was no longer authorised to perform insurance activities.
9. The Insurer may terminate the Insurance:
  - a) within two months following the receipt of the refusal of the Policyholder of the proposed increase in the amount of Premium, or from the moment of the lapse of the period specified for its receipt, in accordance with Article 9(4) of the General Insurance Terms and Conditions . On the day the notice is served, an eight-day notice period commences; the Insurance terminates at the end of this period;
  - b) within one month of the day on which the Insurer was notified of a change in the scope of the Insured Risk pursuant to Article 9(5) of the General Insurance Terms and Conditions if the Insurer would not have entered into the Insurance Policy if such an Insured Risk had existed at the time of conclusion of the Insurance Policy. On the day the notice is served, an eight-day notice period commences; the Insurance terminates at the end of this period;
  - c) within two months of the day on which the Insurer learned of an increase in the Insured Risk in the event this change was not communicated to the Insurer by the Policyholder or the Insured. The Insurance terminates on the day the notice is served.

10. The Policyholder may withdraw from the Insurance Policy:
  - a) without giving a reason within fourteen days of the conclusion of the Insurance Policy or of the date on which the Insurance Terms and Conditions were communicated to the Policyholder if the Insurance Policy was concluded remotely or outside the premises of the Insurer;
  - b) if the Insurer or its authorised representative wilfully or negligently answers any written questions of the Policyholder concerning the Insurance untruthfully or incompletely when negotiating or changing the Insurance Policy. The Policyholder may exercise this right within two months of the day on which the Policyholder learned such a fact;
  - c) if the Insurer must have been aware of discrepancies between the offered Insurance and the requirements of the interested party when entering into the Insurance Policy and failed to inform the Policyholder of such discrepancies. The Policyholder may exercise this right within two months of the day on which the Policyholder learned such a fact.
11. The Insurer may withdraw from the Insurance Policy if the Policyholder or the Insured wilfully or negligently answers any written questions of the Insurer concerning the Insurance untruthfully or incompletely when negotiating or changing the Insurance Policy in cases in which the Insurer would not have entered into the Insurance Policy if the Policyholder or the Insured had provided truthful and complete answers. The Insurer may exercise this right within two months of the day on which the Insurer learned such a fact.
12. The Policyholder's withdrawal must be made in writing and sent to the address of the registered office of the Insurer. Without undue delay and no later than one month from the day of receipt of the withdrawal notice from the Insurance Policy, the Insurer is obliged to refund the paid premium to the Policyholder, minus the benefit already paid by the Insurer, and the Policyholder, the Insured or the Beneficiary is obliged, within the same deadline, to refund to the Insurer the amount of the benefit paid which exceeds the premium paid.
13. The right to withdraw from the Insurance Policy expires if it is not exercised within the specified period.
14. The Insurance also terminates upon the end of the peril, as of the date of the death of the Insured Person, as of the date of the dissolution of the legal entity without a legal successor, or as of the date of the death or dissolution of the Policyholder pursuant to Article 8(4) of the General Insurance Terms and Conditions.
15. If the Insurance is terminated, the Insurer is entitled to the Premium until the end of the term of the Insurance.

#### **6. Article 6 Insurable Interest**

1. An Insurable Interest is a legitimate need for protection against the consequences of an Insured Event, and it is the essential prerequisite for the establishment and duration of the Insurance.
2. The Policyholder has an Insurable Interest in his/her property. It is understood that the Policyholder also has an Insurable Interest in the property of a third party if the Policyholder proves that a direct property loss might be incurred by the Policyholder without the existence and preservation of such property of the third party.
3. It is understood that the Insurable Interest of the Policyholder has been proven if the Insured consents to the Insurance.
4. If the Policyholder had no Insurable Interest and the Insurer knew or must have known this when entering into the Insurance Policy, the Insurance Policy is invalid.
5. If the Policyholder deliberately insured a nonexistent Insurable Interest but the Insurer did not know and could not have known this, the Insurance Policy is invalid. In such a case, the Insurer is entitled to a fee corresponding to the Premium until the Insurer learns of such invalidity.
6. If the Insurable Interest expires during the term of the Insurance, the Insurance also expires. In such a case, the Insurer is entitled to the Premium until the time the Insurer learns of the expiry of the Insurable Interest.

#### **7. Article 7 Insured Amount, Insurance Benefit Limit**

1. Horní hranice pojistného plnění je vymezena limitem pojistného plnění. Limit pojistného plnění určuje pojistník na vlastní odpovědnost.
2. Neří-li ujednáno jinak, vztahuje se limit pojistného plnění na jednu pojistnou událost.

#### **8. Article 8 Insurance of a Third Party's Peril and Insurance for the Benefit of a Third Party**

1. If the Policyholder concludes, for his/her own benefit, an Insurance Policy covering the peril as a possible cause of the occurrence of an Insured Event of a third party, the Policyholder may exercise the right to the benefit if the Policyholder proves

that he/she has familiarised the third party with the content of the Insurance Policy and that the third party, knowing it will not be entitled to the benefit, agrees to the Policyholder receiving the benefit. If the Insured is to be a child of the Policyholder who is not fully *sui juris*, no special consent is required if the Policyholder is the legal representative of the Insured and it is not property insurance.

2. If the consent of the Insured or his/her legal representative is required and the Policyholder fails to prove such consent within three months of the date of conclusion of the Insurance Policy, the Insurance expires upon the lapse of this period. If an Insured Event occurs in this period without the consent of the Insured having been granted, the Insured becomes entitled to the benefit.
3. If the Policyholder assigns the Insurance Policy to a third party without the consent of the Insured or his/her legal representative, such an assignment of the Insurance Policy will not be taken into account. This does not apply if the assignee is a person for whom the consent to the insurance of the peril of the Insured is not required.
4. As of the day of the death of the Policyholder or as of the day of the dissolution of the Policyholder without a legal successor, the Insured enters into the Insurance; however, if the Insured informs the Insurer in writing within thirty days of the death or dissolution of the Policyholder that the Insured is not interested in the continuation of the Insurance, the Insurance is deemed to have expired as of the death or dissolution of the Policyholder. The effects of delay with respect to the Insured will not arise before the lapse of fifteen days from the date on which the Insured learned of his/her entering into the Insurance.
5. If the Insurance Policy is concluded for the benefit of a third party, this party may express its consent to the Insurance Policy subsequently when exercising the right to the benefit. The third party is entitled to the benefit if the Insured or his/her legal representative granted his/her consent to the third party to receive the benefit after the Insured or his/her legal representative has been familiarised with the content of the Insurance Policy.
6. If a third party's peril is insured for the benefit of a third party, the provisions of para. 1-4 of this Article shall apply accordingly.

#### **9. Article 9 Change in the Insured Risk**

1. If the circumstances specified in the Insurance Policy or the circumstances asked about by the Insurer when negotiating or changing the Insurance Policy change so considerably that the probability of the occurrence of an Insured Event under the specifically agreed peril increases, the Insured Risk will increase.
2. Without the Insurer's consent, the Policyholder may not do anything that increases the peril or allow a third party to do any such thing; if the Policyholder learns that they have allowed the peril to increase without the Insurer's consent, the Policyholder will inform the Insurer thereof without undue delay. If the peril increases independently of the will of the Policyholder, the Policyholder will inform the Insurer thereof without undue delay after the Policyholder has learned of such an increase. If a third party's Insured Risk is insured, this obligation lies with the Insured.
3. In the event the Insurer would have concluded the Insurance Policy under different conditions had the increased Insured Risk existed when entering into the Insurance Policy, the Insurer has the right to propose a new Premium amount. If the Insurer fails to do so within one month of the day on which the change was communicated to the Insurer, this right shall expire.
4. Unless the proposal to increase the Premium pursuant to para. 3 of this Article is accepted within one month of the date of receipt of the proposal to increase the Premium, or unless the newly determined Premium is paid within one month of the date of receipt of the proposal to increase the Premium, the Insurer has the right to terminate the Insurance with an eight-day notice period. This right of the Insurer expires if the Insurer fails to terminate the Insurance within two months of the day on which the Insurer received disagreement with the proposal to increase the Premium, or upon the lapse of the period for its receipt.
5. In the event the Insurer, due to the conditions in force at the time of concluding the Insurance Policy, would not have entered into the Insurance Policy if the Insurance Risk in an increased scope had existed when entering into the Insurance Policy, the Insurer has the right to terminate the Insurance with an eight-day notice period. If the Insurer fails to terminate the Insurance within one month of the day on which the Insurer was informed of the change in the Insurance Risk, the Insurer's right to terminate the Insurance expires.
6. If the Policyholder or the Insured breaches the obligation to inform the Insurer of the increase in the Insurance Risk, the Insurer has the right to terminate the Insurance without a notice period. If the Insurer terminates the Insurance, the Insurer is entitled to the Premium until the end of the Insurance Period in which the Insurance terminated; in such a case, the Insurer is entitled to the Single Premium in full. If the Insurer fails to terminate the Insurance within two months of the day on which the Insurer learned of the increase in the Insurance Risk, the Insurer's right to terminate the Insurance expires.
7. If the Policyholder or the Insured breaches the obligation to inform the Insurer of the increase in the Insurance Risk and an Insured Event occurs after such a change, the Insurer has the right to reduce the benefit in proportion to the ratio of the received Premium to the Premium which the Insurer should have received if the Insurer had learned of the increase in the Insurance Risk in time.
8. The provisions on the increase in the Insurance Risk do not apply if the Insurance Risk was increased in order to avert greater damage or reduce the damage, as a result of an Insured Event or as a result of an act of humanity.

## **10. Article 10 Premium**

1. The Insurer is entitled to the Premium for the term of the Insurance, unless otherwise agreed.
2. The Policyholder shall pay the Premium in the bank account designated by the Insurer with the indication of the variable symbol, which is the number of the Insurance Policy. Any premium paid without a variable symbol or with the wrong variable symbol is deemed unpaid.
3. The Premium is arranged as a current Premium (in the case of Insurance for the indefinite term) or as a single Premium (in the case of Insurance for the definite term).
4. The Premium is payable on the inception date of the Insurance. Subsequent Premium payments are due on the first day of the next insurance period.
5. The Premium is considered paid:
  - a) if paid by bank transfer, as of the moment the bank account of the Insurer is credited with the relevant amount of Premium; for the payment of the first Premium, the Premium shall be deemed paid as of the moment of debiting the relevant amount of the Premium from the account from which the Premium is paid;
  - b) if paid through a post office, on the date the payment is made at the post office;
  - c) if paid in cash, on the date of payment to a representative of the Insurer against a receipt;
  - d) if paid by payment card via the payment portal on the Insurer's website, upon the display of the confirmation of successful payment at the end of the payment process on the Insurer's website.
6. Premium payments shall always be considered the payments of the Premium due for the least recent insurance period.
7. The Insurer may modify the Premium in the existing insurance policies in accordance with the development of damage and costs so as to restore balance between the Insurance Benefit provided and the Premium received. The Insurer shall inform the Policyholder about the new amount of Premium within 2 months prior to the due date of the Premium for the insurance period in which the amount of Premium is to change.
8. If the Policyholder refuses the change in the amount of Premium according to paragraph 7 of the present article, he/she shall state their refusal within 1 month of the date on which the Policyholder became aware of the proposed change. In this case the Insurance shall terminate upon the expiry of the insurance period for which the Premium has been paid, unless otherwise agreed. The Insurer shall include this information in its notice regarding an increase in the amount of Premium.
9. If the Policyholder or Premium payer is in default on the payment of the Premium, the Insurer is entitled to receive the outstanding amount of Premium plus default interest and compensation of the costs associated with exercising the claim of the Insurer.
10. The amount of Premium is governed by the agreed scope of the liability insurance selected in Article 1(3) of these General Insurance Terms and Conditions.
11. Under circumstances which increase the Insured Risk, the Insurer may agree on the exclusion of specific risks, include a detailed specification of risk, or change the Premium amount. Certain risks can be insured against by concluding a dedicated insurance policy.
12. The Insurer may also discontinue the provision of a discount as a result of changes in the reasons for the provision of the discount according to the Insurer's price list.
13. If the Policyholder is in default on the payment of the Premium and an Insured Event occurs, the Insurer may set off the outstanding amount of Premium and other amounts payable under the Insurance against the Insurance Benefit.
14. If an Insured Event occurred due to which the Insurance terminated, the Insurer is entitled to the Premium until the end of the insurance period in which the Insured Event occurred; in such a case, the Insurer is entitled to the single Premium for the entire period for which the Insurance has been arranged, unless agreed otherwise.

## **11. Article 11 Payment and Due Date of the Insurance Benefit**

1. If an Insured Event occurs, the Insurer will provide the Insurance Benefits under the conditions set out in the Insurance Policy. The Insurance Benefit is payable in the local currency in the Czech Republic and is provided to the Insured or the person entitled to the Insurance Benefit. For the conversion of foreign currency, the exchange rate officially announced by the Czech National Bank as of the date of the Insured Event will be used.
2. The maximum amount of Insurance Benefit is determined by the Insured Amount and may be limited by the Insurance Benefit Limit.

3. No connoisseur's price shall be paid.
4. The Insurer will complete the investigation and communicate its results to the beneficiary within 3 months of the date of notification of the claim to the Insurer. If the Insurer is unable to complete the investigation within this period, the Insurer will inform the prospective or actual beneficiary of the reasons for which the investigation cannot be completed, and at the request of that person, the Insurer will provide the person with a reasonable advance if there is no legitimate reason for its refusal. This period shall be suspended if the investigation is prevented or hindered by the beneficiary, the Policyholder or the Insured. The Insurance Benefit is payable within 15 business days of the completion of the investigation necessary to determine the extent of the Insurer's obligation to pay the Insurance Benefit. The investigation is completed once the Insurer communicates its results to the beneficiary.
5. The Insurer is entitled to postpone the payment of the benefit or advance if:
  - a) there is doubt concerning the legitimacy of the payment of the benefit, until the submission of the necessary evidence;
  - b) criminal, administrative or other judicial proceedings have been initiated against the Policyholder or the Insured in connection with the claim, until the end of such proceedings.
6. If the Insured becomes entitled to a financial compensation from a third party in connection with an Insured Event and such a financial compensation is within the scope of this Insurance, the right to such financial compensation shall pass to the Insurer up to the amount of the Insurance Benefit paid under the Insurance Policy. If the Insured waives this right or entitlement without the consent of the Insurer, the Insurer is not obliged to pay any benefit up to the amount of the claim against the third party; in the event the benefit has already been paid, the Insured is obliged to refund the benefit to the Insurer in the amount of the claim against the third party.
7. If the benefit or advance has been paid in error, the person to whom the benefit has been paid is obliged to refund the benefit without delay, even after the termination of the Insurance.
8. If the Policyholder or another beneficiary finds, after the Insured Event under which the Insurance Benefit has been claimed, that the lost or stolen property involved in this event has been found, they shall forthwith notify the Insurer. If the Insurer has provided an Insurance Benefit following the occurrence of an Insured Event, the ownership of the insured property shall not be transferred upon the Insurer, but the Insurer is entitled to recover the provided amount of Insurance Benefit. However, the beneficiary may deduct from the amount the costs reasonably incurred in connection with the remedy of any defects which occurred while the beneficiary was unable to dispose of the property.
9. If the costs of the investigation incurred by the Insurer were caused or increased by the breach of an obligation by the Policyholder, the Insured or another person who exercises the right to the benefit, the Insurer is entitled to demand the person who breached the obligation to pay reasonable compensation.
10. If the Insured receives a payment from a third party that is obliged to make such a payment, the Insurer is entitled to reduce the Insurance Benefit adequately. The Insured is obliged to inform the Insurer of such a fact without delay.
11. Insurance Benefit claims may only be assigned to a third party with the prior written consent of the Insurer.
12. If the Insured has caused damage by his/her conduct under the influence of alcohol or other narcotic or psychotropic substances, the Insurer may claim from the Insured the amount paid as an Insurance Benefit for the Insured.
13. The provision of paragraph 12 of this article does not apply if the Insured has used medicines or preparations containing addictive substances providing that the Insured has used such medicines in a manner prescribed by a physician and that Insured has not been advised by a physician or by the manufacturer of the medicine not to undertake the activity as a consequence of which the Insured has caused the damage after administering the medicine.

## **12. Article 12 Refusal and Reduction of the Insurance Benefit**

1. If the Policyholder or the Insured breaches any of the obligations set out in the Insurance Policy when negotiating or changing the Insurance Policy, and lower Premiums are agreed as a result of such a breach, the Insurer has the right to proportionally reduce the Insurance Benefit by an amount equal to the share of the Premium which the Insurer has received to the Premium which the Insurer should have received.
2. If the breach of obligations by the Policyholder, the Insured or other person entitled to the Insurance Benefit significantly affected the occurrence or progress of the Insured Event, caused an increase in the scope of its consequences or affected the determination of the amount of the Insurance Benefit, the Insurer may reduce the Insurance Benefit in proportion to the influence of the breach on the extent of the Insurer's obligation to pay the Insurance Benefit. This also applies in cases in which the breach of obligations made it impossible to submit evidence of the Insured Event pursuant to these General Insurance Terms and Conditions.
3. The Insurer may refuse to pay the Insurance Benefit under the Insurance Policy if the Insured Event was caused by a fact of which the Insurer learned only after the occurrence of the Insured Event and which the Insurer could not have learned when



negotiating or changing the Insurance due to an intentional or negligent provision of untruthful or incomplete written answers by the Policyholder or the Insured, in the event the Insurer would not have concluded the Insurance Policy or would have concluded it under different conditions if the Insurer had known the fact at the time of entering into the Insurance Policy.

4. As of the date of delivery of the notification of refusal to provide the Insurance Benefit under paragraph 3 of this Article, the Insurance will terminate.
5. No right to the Insurance Benefit shall arise if the Insured Event was caused either by the person claiming the Insurance Benefit or by a third person instructed by person claiming the Insurance Benefit.

**13. Article 13 Deductible**

1. If a deductible has been agreed, the person entitled to the Insurance Benefit shall participate in the Insurance Benefit by paying a fixed amount or a percentage ("deductible"), i.e. the Insurer shall not provide the Insurance Benefit to the extent of the agreed deductible. In case the total Insurance Benefit does not exceed the agreed amount of deductible, no Insurance Benefit shall be paid by the Insurer

**14. Article 14 Salvage Costs**

2. Salvage Costs means the costs reasonably incurred in order to:
  - a) avert an imminent insured event;
  - b) mitigate the consequences of an insured event that has occurred;
  - c) remove the damaged insured property or remnants thereof if such an obligation exists for sanitary, environmental or safety reasons.
3. The Insurance Benefit Limit agreed for the Salvage Costs is 15% of the agreed Insured Amount; this does not apply if the circumstances involve saving human lives or protecting their health, in which case the Insurance Benefit Limit is agreed as 30% of the Insured Amount.
4. The upper limit of the Insurance Benefit is not reduced by the paid amount of Salvage Costs.
5. The Insurer does not pay the costs incurred for routine maintenance or for compliance with the statutory obligation to prevent damage, except the costs specified in paragraph 1(a) of this article.

**15. Article 15 Insured Costs of Proceedings**

1. On the basis of the commitment by the Insurer after the occurrence of a claim, the Insurer shall pay for the Insured the cost of:
  - a) legal counsel in preliminary and criminal judicial proceedings conducted against the Insured in connection with the Insured Event before a first-instance court;
  - b) civil trial regarding compensation for damage if such proceedings were necessary to determine the liability of the Insured or the amount of damage provided that the Insured is liable for the payment of such costs, and the cost of legal representation of the Insured in such proceedings;
  - c) the extrajudicial negotiations regarding the claims of the aggrieved party.
2. The Insurer shall pay the cost of legal representation of the Insured only up to the amount corresponding to the maximum non-contractual fees for legal counsel according to the applicable regulations governing the non-contractual fees and reimbursement of the cash expenses of the legal counsel.
3. The Insurer shall pay the costs according to this article even if the amount exceeds the agreed Insured Amount.
4. If the Insured is liable to pay damage in excess of the Insured Amount, the Insurer shall pay the cost of proceedings reduced by the ratio between the Insured Amount and the total amount of insurance claim.
5. In the proceedings regarding the compensation for damage, the Insured shall proceed in accordance with the Insurer's instructions.

**16. Article 16. Exclusions**

1. The Insurance does not cover damage caused directly or indirectly by, or in connection with:
  - a) nuclear energy, radioactive contamination, laser beams, concentrated beam radiation, and by formaldehyde and asbestos;
  - b) acts of war of all types and by other armed conflicts;
  - c) internal unrest, a revolution, secession, uprising, upheaval, coup d'etat or other violent unrest such as acts of terrorism or strikes; acts of terrorism mean any activity of individuals or groups of individuals conducted to achieve political, ethnic, religious, ideological or similar goals, spreading fear or panic among the general population or a particular group thereof, thus affecting the governmental or state institutions;

- d) intervention of the government or other public authorities;
  - e) declaration of martial law.
2. Unless otherwise agreed in the Insurance Policy, the Insurance shall not cover the liability of the Insured for damage:
- a) caused on purpose or resulting by the Insurer prolonging the condition resulting from the Insured Event with a view to increasing the resulting damage, provided that it is equal to purposeful action if the Insured has acted or omitted to act if he/she must have foreseen or expected the occurrence of damage and was aware of the imminent damage. Being aware of the faulty or harmful condition of article or of performed work equals purposeful conduct;
  - b) caused as a consequence of the use of narcotic and psychotropic substances or alcohol;
  - c) accepted or acknowledged by the Insured beyond the extent of damage specified by the decision of the competent authority or by the generally applicable regulations;
  - d) caused by the failure to meet the obligations to prevent damage;
  - e) incurred to an article by the progressive effects of temperature, gases, vapour or humidity, deposits (smoke, rust, ashes, dust, etc.), waste water and waste of all types, the formation of mud, the slide of earth and collapse of structures or facilities situated thereon, vibrations caused by construction or demolition activities, and flooding;
  - f) caused to third parties by the transmission or dissemination of an infectious human, animal or plant disease;
  - g) caused to the environment;
  - h) caused while performing activities for which a dedicated insurance policy must be concluded under the generally applicable legal provisions or for it is specified that insurance commences on the basis of other facts without the conclusion of an insurance policy.
3. In case of an Insured Event, non claim may be made for the Insurance Period in the amount of the connoisseur's price.

#### **17. Article 17 Obligations of the Policyholder and the Insured**

1. The Policyholder and the Insured are obliged to truthfully and completely answer any questions of the Insurer when negotiating the conclusion of the Insurance Policy or when negotiating changes to the Insurance Policy, as well as provide any facts which are relevant to the Insurer's decision on how the Insurer will assess the Insurance Risk, whether the Insurer will insure such an Insurance Risk and under what conditions the Insurer will provide such Insurance. The Policyholder and the Insured are further obliged to inform the Insurer without undue delay of any changes in the facts about which they were asked when negotiating the conclusion of the Insurance Policy or when negotiating changes to the Insurance Policy.
2. The Policyholder and the Insured shall
- a) without undue delay, inform the Insurer in writing of any change relating to the Insured, the Insurance and the Insured Risk;
  - b) inform the Insurer of any changes in the place of their residence and postal address;
  - c) notify the Insurer that the Policyholder or the Insured has entered into another insurance with the same scope and against the same peril with another insurer; in such a case, they shall disclose the name of that insurer and the insured amount;
  - d) adopt reasonable measures to avert impending damage and to try and ensure that no Insured Event occurs, especially to fulfil the obligations aimed at averting or reducing the peril set out in the generally applicable regulations or the Insurance Policy;
  - e) notify the Insurer of the expiry of the Insurable Interest and provide evidence thereof.
3. In case of a claim, the Insured, the Policyholder and, if applicable, the beneficiary shall:
- a) inform the Insurer about the occurrence of the claim forthwith;
  - b) provide the Insurer a true explanation and evidence of the occurrence and extent of the claim;
  - c) immediately notify criminal justice authorities of the occurrence of any claim which occurred under circumstances suggesting that a misdemeanour or a criminal offence was committed or attempted;
  - d) not, without the Insurer's content, alter the situation resulting from the Insured Event unless it necessary to commence the repair of the damaged property or remove the remnants thereof for safety, sanitary or environmental reasons, provided that the incurred damage and the amount thereof shall be conclusively demonstrable; the Insurer shall grant such a consent within 10 business days of the its receipt of the notification of the claim, otherwise the Insured may commence the repair or removal of the remnants while ensuring that the occurrence and amount of damage can be conclusively demonstrated;
  - e) request from Insurer the necessary instructions to mitigate the damage, and comply with such instructions;
  - f) keep the damaged or destroyed items associated with the claim for review by the Insurer;
  - g) enable the Insurer or a representative thereof to conduct all examinations necessary for the evaluation of the Insurance Benefit claim and the amount thereof, and submit all the original copies of the documents requested by the Insurer for this purpose and, if applicable, permit the Insurer to make copies of such documents. The

documents submitted to the Insurer become the property of the Insurer, and the Insurer is entitled to dispose of such documents;

- h) secure other person's right for the compensation for damages and/or other similar rights and raise a claim for the compensation for damages against the persons liable for the occurrence of such damages.
- i) notify the Insurer without unreasonable delay of the fact that an aggrieved party has raised claims for damages, and provide comments regarding the notifying party's liability, the compensation sought, and the amount thereof;
- j) inform the Insurer without unreasonable delay that criminal proceedings, proceedings before a public authority or other judicial or arbitration proceedings have been initiated against the notifying party, specify the name of its legal counsel, and inform the Insurer about the course and results of such proceedings. If the Insurer make arrangements for a legal counsel, the Insured shall accept being represented by such a legal counsel.

- 4. In the proceedings regarding compensation for damage, the Insured shall proceed in accordance with the instructions of the Insurer and authorise the Insurer, at its request, to take all the legal steps regarding the third-party claim.

#### **18. Article 18 Consequences of the Breach of the Obligations**

- 1. If the Policyholder or the Insured breaches any of the obligations set out in the Insurance Policy or these General Insurance Terms and Conditions when negotiating or changing the Insurance Policy, and lower Premiums were agreed as a result of such a breach, the Insurer has the right to reduce the benefit by an amount corresponding to the ratio of the Premium which the Insurer received to the Premium which the Insurer should have received.
- 2. If the breach of obligations by the Policyholder, the Insured or other person entitled to the Insurance Benefit significantly affected the occurrence or progress of the Insured Event, caused an increase in the scope of its consequences or affected the determination of the amount of the Insurance Benefit, the Insurer may reduce the Insurance Benefit in proportion to the influence of the breach on the extent of the Insurer's obligation to pay the Insurance Benefit. This also applies in cases in which the breach of obligations made it impossible to submit evidence of the Insured Event pursuant to these General Insurance Terms and Conditions.
- 3. If the Insured Event was caused or aggravated by the negligence of the Policyholder, the Insured, a person sharing a household with the Insured or by another person entitled to the Insurance Benefit, or if such negligence prevented the submission of evidence that the damage was incurred as a result of an Insured Event within the meaning of these General Insurance Terms and Conditions, the Insurer may lower the Insurance Benefit under the Insurance Policy in accordance with the impact of the negligence on its obligation to pay.
- 4. The Insurer may withdraw from the Insurance Policy pursuant to Article 5(11) of the General Insurance Terms and Conditions or refuse to pay the Insurance Benefit under the Insurance Policy pursuant to Article 12(3) of the General Insurance Terms and Conditions. The Insurance Policy may thus be withdrawn from even after the occurrence of an Insured Event.
- 5. If the Policyholder or the Insured knowingly provides untruthful or grossly distorted important information relating to the extent of the notified claim, or if the Policyholder or the Insured knowingly conceals information relating to such an event, the Insurer is entitled to the reimbursement of the costs incurred in connection with the investigation of the facts with respect to which such information was communicated or concealed. It is understood that the Insurer incurred the costs in the documented amount effectively.

#### **19. Article 19 Right of the Insurer to Learn and Review Information about the Policyholder and the Insured**

- 1. The Insurer is entitled to learn and review any necessary information about the Policyholder and the Insured in connection with the Insurance. The Policyholder and the Insured shall truthfully and completely answer all written inquiries by the Insurer concerning the arranged Insurance. The Policyholder and the Insured shall also have this obligation in case of a change in the Insurance Policy or in case of an Insured Event.
- 2. The Insurer may enter the premises related to the scope of the Insurance, and it may examine all the information necessary to evaluate the Insured Risk, conclude the Insurance Policy, and determine the amount of Insurance Benefit.

### **Part II Pilot Liability Insurance for Damage Caused to the Aircraft**

#### **20. Article 20 Scope of the Pilot Liability Insurance for Damage Caused to the Aircraft, Insured Event, and Territorial Applicability**

- 1. The scope of this Insurance is liability of the Insured for damage caused to an aircraft
  - a) that is registered in any member country of the International Civil Aviation Organisation (ICAO) and
  - b) is not owned by the Insured and
  - c) was leased to, or used by the Insured for another legal reason.

2. The insurance also includes the damage to the aircraft for which the Insured is liable as the flight instructor in the course of pilot training.
3. If so agreed in the Insurance Policy, the Insurance also covers the liability for other property damage caused by the Insured in causal connection with the use of the aircraft according to paragraph 1 of this Article (hereinafter referred to as "Financial Loss").
4. The Insurance does not cover liability for damage for which the aircraft operator is liable in accordance with the applicable regulations.
5. The Insured shall comply with the restrictions specified by the flight manual of the used aircraft, not use the aircraft for purposes other than those it is intended for, and comply with the applicable regulations.
6. The Insurance Benefit Limit for all the Insured Events which occur within one year of insurance shall equal the double of the Insurance Benefit Limit for a single Insured Event as agreed in the Insurance Policy.
7. The Insurance applies to Insured Events which occur worldwide.
8. The Insured Event is the occurrence of the liability of the Insured to pay for damage according to paragraphs 1 and 3 of this article.

**21. Article 21 Deductible**

1. The deductible amount is specified in the Insurance Policy.
2. If the damage is incurred in connection with a public air show or with the preparation for such a public air show, the deductible shall be equal to 50% of the Insurance Benefit Limit agreed in the Insurance Policy.

**22. Article 22 Exclusions from the Pilot Liability Insurance for Damage Caused to the Aircraft**

1. Unless otherwise agreed in the Insurance Policy, the Insurance shall not cover the liability of the Insured for damage caused:
  - a) in connection with an activity performed by the Insured without authorisation;
  - b) in professional sports activities or during any preparation for such an activity, provided that the standard activities of flight schools are not considered a professional sports activity;
  - c) by the towing or pushing of the aircraft or in direct connection therewith provided they did not immediately precede the planned take-off of the Insured or were a part of pre-flight preparation, or followed immediately after the landing of Insured;
  - d) the failure to safeguard a parked aircraft properly or in accordance with the manual of the aircraft manufacturer;
  - e) during the use of the aircraft at the time when the minimum extent of the prescribed actions and checks had not been met or when the periods prescribed for the performance of such actions and checks had been exceeded;
  - f) at a time when the flight in the course of which the Insured Event occurred was not authorised provided that such an authorisation was required in accordance with the applicable regulations;
  - g) by the Insured failing to possess the licence to fly the type of aircraft in question;
  - h) at the time when the aircraft did not have a valid and effective certificate of airworthiness or other required permits;
  - i) during the take-off or landing of the aircraft in a location that does not meet the requirements specified by the regulations for the operation of the aircraft, except damage caused in an emergency landing;
  - j) while the Insured is not fit to fly within the meaning of the applicable regulations.
2. The Insurance does not cover the liability for damage for which the Insured is liable to:
  - a) his/her spouse, registered partner, sibling, direct relative or a person sharing the same household with the Insurer;
  - b) a legal person in whom the Insured, his/her spouse, registered partner, sibling, direct relative or person sharing the same household has an interest of at least 50%.
3. The Insurer may refuse the payment of the Insurance Benefit if the payment of an insurance benefit has been refused by another insurer with who has provided the all-risk insurance of the aircraft. This exclusion does not apply to the cases where another insurer has not paid the insurance benefit due to the deductible amount agreed in the aircraft all-risk insurance.
4. The Insurer is may refuse to pay the Insurance Benefit if the damage to the aircraft was not reported to the aircraft operator and the Czech Police, or another institution according to the applicable regulations of the state where the Insured Event occurred, without unreasonable delay.
5. If the aircraft according to Article 20(1) does not have all-risk insurance, the Insurer shall pay the Insurance Benefit up to the amount of the Insurance Benefit Limit specified in the Insurance Policy, up to the maximum amount of CZK 200,000.

### **23. Article 23. Obligations of the Insured**

1. In addition to the obligations specified in Article 17 of these General Insurance Terms and Conditions, the Insured shall also:
  - a) comply with the applicable regulations and refrain from using the aircraft for any purposes other than those it is intended for;
  - b) report the aircraft accident to the aircraft operator and the Czech Police, or another institution according to the applicable regulations of the state where the Insured Event occurred.

### **Part III General Liability Insurance**

#### **24. Article 24 Scope of the General Liability Insurance, Insured Event, and Territorial Applicability**

1. The scope of this Insurance is the liability of the Insured for damage or other loss (hereinafter referred to as "Damage") caused by an activity of the Insured that is common in civilian life unless such an activity is excluded by these General Insurance Terms and Conditions.
2. The insurance also covers the liability for damage caused by the Insured:
  - a) as the owner or keeper of domestic animals and small farm animals except dogs, horses, cattle, wild animals and all animals kept for profit or agricultural purposes;
  - b) with a firearm kept legally for private purposes.
3. Together with the Insured, the insurance coverage also applies to the below-mentioned co-insured persons provided that they share the same household with the Insured:
  - a) spouse of the Insured;
  - b) registered partner of the insured;
  - c) common-law partner of the Insured;
  - d) children, adoptive children, and foster children of the Insured or of the persons specified in points (a), (b), and (c) of the present paragraph, up to the maximum age of 25 years.
4. The Insurance hereunder also covers the civil liability of:
  - a) the persons performing assisting tasks in the household of the Insured;
  - b) the persons authorised by the Insured to keep or maintain his/her place of residence. Such a damage must have been caused by the keeping of the household or operating the household equipment. The Insurance does not cover damage caused to the Insured or to a member of the household of the Insured.
5. The Insured Event is the occurrence of the liability of the Insured to pay for damage according to paragraphs 1 and 2 of this article.
6. The Insurance applies to Insured Events which occur worldwide.
7. The Insurance may only be arranged together with the pilot liability insurance for damage caused to the aircraft according to Part II of these General Insurance Terms and Conditions.

#### **25. Article 25 Exclusions from the General Liability Insurance**

1. Unless otherwise agreed in the Insurance Policy, the Insurance does not cover the liability of the Insured for damage:
  - a) caused to items leased or loaned to the Insured or used or kept by the Insured for any other reason. This exclusion does not apply to damage caused to such items by fire, explosion, water from the water supply network, burglary, and robbery.
  - b) caused as a result of active participation in any sports competitions and races of all types, including the preparation for such events (practice, training);
  - c) to vegetation caused by grazing livestock, and damage caused by game;
  - d) caused to items accepted from another person for the purpose of their processing, repair, sale, safekeeping, storage, testing, etc.;
  - e) caused in the exercise of the hunting rights;
  - f) caused by the leakage of diesel, oil or other liquids from tanks or containers;
  - g) for which the Insured is liable to his/her spouse, siblings, direct relatives, persons sharing the same household,

the Insurer and the co-insured persons;

- h) for which the Insured is liable to his/her business partners and their spouses, siblings or direct relatives or persons sharing the same household with the business partner;
  - i) which occurs during the fulfilment of the job description as a part of employment or in direct connection therewith;
  - j) caused to the items produced or delivered by the Insured (or on his/her behalf or account by a third party) provided that the cause of such damage originated in the production or delivery;
  - k) incurred to an entrepreneur in the course of his/her enterprise, including liability for damage caused to his/her employees in the performance of their job or in direct connection therewith, and to product liability;
  - l) for which the Insured is liable as a consequence of breaching the obligations imposed upon the Insured by a third party or tolerating the breach of the obligations imposed upon a third party by the Insured;
  - m) caused by the operation of motor vehicles and motor vehicle trailers;
  - n) caused by the operation of motorised or non-motorised vessels, including windsurfing;
  - o) caused by the operation of the aircraft;
  - p) to items arising from transport agreements;
  - q) caused by the Insured in the transport using a means of transport at its own cost and outside any transport agreements;
  - r) which the Insurer would otherwise be obliged to pay but the Insured has, without the Insurer's knowledge and consent, failed to file an exceptio temporis objection, lodge an appeal against a decision, contest a payment order, or if it has concluded a settlement agreement or consent decree;
  - s) the claim for the payment of which has fallen under the statute of limitation but the Insured has undertaken to pay the damage;
  - t) caused by the unauthorised performance of building operations.
2. The Insurer shall not provide the Insurance Benefit for fines, penalties or other contractual, administrative or penal sanctions or other payments of a repressive, exemplary or preventive nature.

#### Part IV Final Provisions

##### 26. Article 26 Costs and Charges

1. If the Policyholder or Premium payer is in default on the payment of the Premium, the Insurer is entitled to receive compensation of the costs associated with exercising the claim of the Insurer resulting from the owed Premium. The amount of such costs shall be determined on the basis of, and in accordance with the applicable regulations governing the non-contractual fees and reimbursement of the cash expenses of the legal counsel.
2. The Insurer reserves the right to collect extraordinary fees for special tasks such as a record of the provision of a pledge, declaration of assignment, change in the content of the Insurance Policy, the issue of replacement documents, copies, etc. Following is the list of fees:

Processing of an Insurance Policy termination notice within 2 months of conclusion (unless otherwise specified in the insurance terms and conditions of the specific insurance)	200 CZK
Issue of a copy of the Policy / the current status of the Insurance Policy from the system	50 CZK
Issue of a copy of the draft / Insurance Policy from an external archive	100 CZK
Preparation of the restoration of the Policy after its suspension/cancellation	300 CZK
Issue of a confirmation of the Premium payment (on request)	50 CZK

## 27. Article 27 Legal Acts, Serving of Documents

1. All the communications from the Policyholder or the Insured shall be made in writing and sent to the address of the Insurer by post. The representatives of the Insurer are entitled to accept the communication; however, any communication shall be deemed served only at the moment the Insurer demonstrably receives it.
2. The Insurer's documents intended for the Policyholder or the Insured are usually delivered via a holder of the postal licence, but may also be served by the representatives of the Insurer, to the most recent address known to the Insurer.
3. It is understood that a consignment sent by the a postal service operator is served on the third business day following dispatch or on the fifteenth business day following dispatch if sent to an address in a different country.
4. If the Policyholder or the Insured refuses to accept the document without any reason, the document shall be deemed delivered on the day on which it was rejected by the Policyholder or the Insured.
5. If the Policyholder or the Insured is not reached and the Insurer's document is deposited at the post office or at the local municipal authority, the document shall be deemed delivered on the last day of its deposit period, even in cases where the Policyholder or the Insured do not know about the deposit of such a document.
6. If the document is returned for any other reasons but those specified in the preceding paragraph, it shall be considered served on the date on which it is returned to the Insurer.

## 28. Article 28 Final Provisions

1. The Insurance Policy may deviate from the General Insurance Terms and Conditions specified above should the purpose and nature of the Insurance so require. Deviations in any other cases are only permitted if made to the benefit of the Insured.
2. These General Insurance Terms and Conditions come into force and effect on October 1th 2022.
3. If the Insurance Policy has legal defects as a result of changes in general legislation or otherwise, such legal defects cannot cause the invalidity or ineffectiveness of the entire Insurance Policy. All the provisions of the Insurance Policy are severable, and if any provision becomes invalid, unlawful or contrary to the public interest, the validity of the remaining provisions will not be affected and the Insurance Policy will be considered as if it never contained such invalid provisions. In place of any invalid or ineffective arrangements, the Parties undertake to agree on new provisions with a content allowing the achievement of the purpose of this Insurance Policy.

## Part V Definitions

Current Premium is the Premium for the agreed Insurance Period.

**Connoisseur's price** means an extraordinary price of an item with particular regard to special circumstances or particular popularity caused by the random properties of the item.

**Financial loss** means, in particular, lost profit and costs of the aggrieved party which do not represent damage personal health and life or to an item but which arose in direct connection therewith (e.g. the cost of the disposal of a destroyed item, rental fees for a replacement vehicle, cancellation fees for cancelling a holiday due to damaged health).

**Single Premium** is the Premium determined for the entire period for which the Insurance has been arranged.

**Burglary** means the theft of an insured item by an offender who takes possession of the item upon demonstrably overcoming an obstacle, i.e.

- a) enters the place of insurance using tools which are not intended for proper unlocking or opening of the space. The use of such tools is not demonstrated by the mere finding of the theft of the insured items;
- b) enters the place of insurance using a key obtained by robbery;
- c) enters the place of insurance by force (e.g. by breaking down, demolishing or breaking through a door, window, wall, floor or ceiling) or overcoming obstacles in an existing opening which, however, is not designed for entry and does not permit normal movement (e.g. a ventilation shaft).

The theft, damage or destruction of insured property do not represent burglary provided that the locked location was entered in an unknown method.

**Aircraft** means a vehicle that is capable of flying in the atmosphere independently of the earth surface, carries passengers or cargo onboard, is safely capable of taking off and landing, and is at least partially steerable. For the purposes of these General Insurance Terms and Conditions, Aircraft means powered aircraft, rotorcraft, and gliders within the meaning of Annex 2 to Aviation Regulation

L7 issued by the Czech Ministry of Transport according to Section 102 No. 49/1997 Coll. on civilian aviation, and the following sports aerial vehicles: ultralight aircraft, ultralight helicopters, and ultralight autogyros.

**Insurance Benefit Limit** is the amount stipulated in the Insurance Policy constituting the maximum possible amount of the insurance benefit payable by the Insurer upon the fulfilment of the conditions and circumstances specified in the Insurance Policy.

**Chance event** is an event which is possible and could possibly occur during the term of the Insurance or whose time of occurrence is not known.

**Beneficiary** is a person who becomes entitled to the Insurance Benefit as a result of an Insured Event.

**Premium Payer** is a person who, under an agreement with the Policyholder, fulfils the obligation to pay the Premium or a proportion thereof; this does not affect the responsibility of the Policyholder for the Premium payment.

**Insurer** is SV pojišťovna, a.s., Company ID No. 618 58 714, which is authorised to pursue insurance activities under special legislation.

**Policy** is a written document issued by the Insurer serving as confirmation of the conclusion of the Insurance Policy in the specified scope.

**Insured Amount** is the amount stipulated in the Insurance Policy constituting the maximum possible amount of the benefit payable by the Insurer upon the fulfilment of the conditions and circumstances specified in the Insurance Policy.

**Term of Insurance** is the period for which the Insurance is arranged.

**Insurance value** is the highest damage to property which can occur as a result of an Insured Event.

**Insurance coverage** is the overall extent of coverage agreed in the Insurance Policy.

**Insured Event** is a chance event which is, under the provisions of the Insurance Policy, associated with the establishment of the Insurer's obligation to pay the Insurance Benefit.

**Premium** is the payment for the agreed Insurance.

**Peril** is the potential cause of the occurrence of an Insured Event.

**Insurance Period** is the period agreed in the Insurance Policy for which the Current Premium is paid.

**Insured Risk** is the degree of probability of the occurrence of an Insured Event caused by a peril.

**Policyholder** is a person who entered into an Insurance Policy with the Insurer and is obliged to pay the Premium.

**Insurance year** is the period from the date of the commencement of Insurance to the next anniversary of the commencement of Insurance.

**Insurable Interest** is a legitimate need for protection against the consequences of an Insured Event.

**Insured Person/Insured** is a person to whose life, health, property or liability or other value of the Insurable Interest the Insurance applies.

**Insurance** is the commitment of the Insurer confirmed with the Policyholder in the Insurance Policy in which the Insurer agrees to provide the Policyholder or a third party with the benefit if an Insured Event occurs, and the Policyholder agrees to pay the Premium to the Insurer for the Insurance Coverage provided.

**Capitalised Insurance** is Insurance the purpose of which is, if an Insured Event occurs, the provision of a one-off or repeated benefit in the agreed amount, where the basis for determining the amount of the Premium and for calculating the benefit is the amount specified in the Insurance Policy which the Insurer is to pay if an Insured Event occurs, or the amount and frequency of payment of the pension.

**Loss Insurance** is Insurance to compensate for the loss of property arising from an Insured Event, in the agreed scope.

**Fire** means fire which has occurred outside, or has left, the designated fire place and has spread by its own force.

**Business partner** means a partner in a corporation who is registered in the Commercial Register.

**Deductible** is an amount or percentage set by the Insurer to be deducted from the Insurance Benefit.

**Claim** is an event resulting in any damage which may justify the right to the Insurance Benefit.

**Water supply facility** means



- a) the pipeline to supply, distribute and discharge water, including fittings and any fixtures attached thereto;
- b) the distribution of heating and air conditioning systems, including the elements and facilities attached thereto. Exterior rain channels and downpipes are not considered to be a water distribution facility.

**Explosion** means the sudden forceful impact of gases or vapours due to their expansibility.

**Anniversary Date of Insurance** means the date which coincides (in the day and month) with the date specified in the Insurance Policy as the inception date of the Insurance (hereinafter also the "Anniversary of the Inception of Insurance"). If there is no such day in the relevant month, the Anniversary Date will fall on the last day in the month.

**Representative of the Insurer** is a person authorised to act on behalf of the Insurer.

**Environmental pollution** means damage to the environment or the components thereof (e.g. contamination of the soil, rocks, air, surface and underground water, living organisms). Damage caused by environmental pollution also includes the subsequent damage caused in direct connection with environmental pollution (e.g. the death of fish and animals due to water contamination, destruction of crop as a result of soil contamination, lost profit). Contamination means the infestation, pollution or other deterioration in the quality or profitability of the individual components of the environment.