



Special Insurance Terms and Conditions for Liability Insurance



SPPOSA-Kiwi.com dated 15th July 2023

I. PART COMMON PROVISIONS

Article 1. Introductory Provisions

1. For this liability insurance and assistance services insurance (hereinafter the "insurance"), which is arranged by the policyholder with the insurer INTER PARTNER ASSISTANCE S.A., a member of AXA group, with registered office at Boulevard du Régent 7, 1000, Brussels, Belgium, registered with the Commercial Register maintained by the Greffe de Tribunal de commerce de Bruxelles under Registration Number 0415591055, acting through INTER PARTNER ASSISTANCE, organizační složka (branch office), with registered office at Hvězdova 1689/2a, 140 62, Praha 4, Identification Number (IČO): 28225619, registered with the Commercial Register maintained by the Municipal Court in Prague under File Reference A 59647, (hereinafter the "insurer"), is subject in particular to Act No. 89/2012 Coll, the Civil Code, as amended (hereinafter also the "Civil Code"), and the insurance contract, an integral part of which are the General Insurance Terms and Conditions for Travel Insurance VPPCPSA-Kiwi.com dated 15th July 2023 (hereinafter the "Insurance Terms and Conditions") and these Special Insurance Terms and Conditions for Liability Insurance SPPOSA-Kiwi.com dated 15th July 2023 (hereinafter the "Special Conditions for Liability Insurance").
2. In case of a conflict between the provisions of the insurance contract or provisions of the Insurance Terms and Conditions and the provisions of the Special Conditions for Liability Insurance, the insurance contract shall prevail. A conflict shall not be deemed to exist if these Special Conditions for Liability Insurance contain a more detailed regulation of individual provisions.
3. The insurance shall be governed by the law of the Czech Republic.

Article 2. Subject Matter of the Insurance

1. The subject matter of the insurance is the securing of medical expenses and assistance services to the insured during their travels and stay outside the territory of their home country to the extent and under the conditions set out in the insurance contract, the Insurance Terms and Conditions and these Special Conditions for Liability Insurance.
4. The insurance is arranged as a short-term individual insurance and covers the insured during their study, tourist, or business trips of an administrative nature abroad.
5. The insurance includes the following insured risks:
 - a) liability insurance (ODP);
 - b) assistance services insurance (PAS).

II. PART SPECIAL PROVISIONS

SECTION A) Liability Insurance (ODP)

Article 1. Subject Matter of Insurance, Insured Event

1. Liability insurance is arranged as non-life loss insurance.
2. Insured event in liability insurance is the occurrence of an obligation of the insured to compensate for damage for which the insured is liable according to generally binding legal regulations and obliged to compensate. The condition for the right to insurance benefit to arise is that the insured event occurred at the time of the effectiveness of the insurance and in connection with the insured's activities in ordinary civil life. For the purposes of this insurance, other damage shall be understood exclusively as compensation for pain and suffering and/or compensation for death due to damage to the health or life of the injured person; compensation for other claims having the nature of other damage or other similar nature shall not be part of the insurance benefit.

3. Under liability insurance, the insured has the right to have the insurer pay the injured person damages on their behalf in case of an insured event to the extent and in the amount specified by law, the insurance contract, the Insurance Terms and Conditions, and these Special Conditions for Liability Insurance, if the insured has incurred an obligation to compensate the damage. Liability insurance applies only to claims for compensation of damages that have been asserted and proven, up to the limit of the insurance benefits set out in the Overview of Insurance Benefits.
4. The insurance covers the liability of the insured caused:
 - a) to the health or life of the injured person, including compensation for pain and suffering and compensation for death;
 - b) damage, destruction, or loss of an item.
5. In case of damage, destruction, or loss of an item, the insurer will pay the time value of the item at the time of the occurrence of the damage.
6. The insurance shall also cover the reimbursement of medical expenses for medical care provided to the injured person if the right to reimbursement of such expenses has arisen under the relevant legal regulations as a result of the insured's actions and if the liability for damage to health to which such expenses relate has given rise to a claim for insurance benefits under these Special Conditions for Liability Insurance.
7. Multiple claims for compensation for damage or other damage, arising from one or more causes which are related in time, place, or otherwise, irrespective of the number of persons injured, shall be deemed to constitute a single insured event.
8. The insurer provides the insurance benefit to the insured or the injured person based on documentary evidence that proves who is entitled to the payment of the insurance benefit, up to the maximum limits specified in the Overview of Insurance Benefits. The insurance benefits limit set out in the Overview of Insurance Benefits applies per insured event regardless of the number of injured persons. If the sum of the claims of more than one injured person exceeds the limit of insurance benefits set out in the Overview of the Insurance Benefits, the insurance benefit shall be reduced for each of them in proportion to the ratio of such limit to the sum of the claims of all the injured persons.
9. If the insured has paid the damages for which they are liable directly to the injured person, the insured shall be entitled to recover against the insurer the amount paid, up to the amount to which the insurer would have been obliged to pay directly to the injured person.
10. If the liability for damages and the amount of compensation is decided by a court, the insurer is only obliged to pay upon the issuance of a final decision in the case.

Article 2. Exclusions from Insurance

1. In addition to the exclusions set out in the Insurance Terms and Conditions, the liability insurance further does not apply to cases of liability for damages:
 - a) caused by an intentional act of the insured;
 - b) caused by the insured to their close person, to a person living in the same household with the insured at the time of the occurrence of the loss event, and to other persons who had insurance arranged with the insured under these Special Conditions for Liability Insurance;
 - c) caused by a breach of a contractual obligation of the insured or arising from the provision of warranties in excess of those provided for in the contract or by law;
 - d) caused by a breach of a legal obligation of the insured at a time prior to the effective date of the insurance or by a failure to comply with an obligation imposed by law to prevent the occurrence or the increase the extent of the damage;
 - e) caused by and/or as a result of the operation or driving of a motor or non-motor vehicle, vessel, or aircraft (hang gliders, etc.), excluding bicycles and children's inflatable boats;
 - f) caused to any cargo carried, or damage caused by late delivery of cargo;
 - g) damage to other people's movable property borrowed, or rented, as well as damage to items that are in lawful use for payment (e.g., based on a leasing or rental agreement), or property entrusted for use or custody, for transport or processing
 - h) caused by any pollution of waters or the environment due to leaking substances (gases, vapors, ashes, smoke, oil, diesel, or similar liquids from vessels or tanks, waste, and rubbish of various kinds) or by the action of temperature, humidity, noise or radiation of various kinds; the insurer shall not at the same time pay for the costs of clean-up or decontamination, erosion or undermining;
 - i) caused to another by the transmission or spread of a contagious human, animal or plant disease;
 - j) caused by the ownership, possession, or use of weapons;
 - k) caused by the ownership and keeping of animals;
 - l) caused by hunting or the exercise of the right to hunt;
 - m) caused in connection with the ownership, possession, lease, or management of real estate, including self-performed work on such real estate;

- n) to the real estate or its accessory which the insured uses without authorization;
 - o) caused by a gross breach of obligations;
 - p) caused in connection with business, profession, or other profitable activity.
2. The Insurer is also not obliged to provide insurance benefits for:
- a) caused financial loss; in particular, loss of profit, loss of amenity; or
 - b) any other damage not expressly mentioned in Article 1, Section A of these Special Conditions for Liability Insurance.

Article 3. Obligations of the Insured

1. In addition to the obligations set out in the Insurance Terms and Conditions, the insured shall:
 - a) notify the insurer without undue delay of the occurrence of the loss event, the fact that the injured person has exercised a right to compensation against them, and to comment on their obligation to compensate for the damage and the amount thereof. The insured shall also notify the insurer without undue delay that proceedings before public authorities or arbitration proceedings have been initiated against them in connection with the loss event; at the same time, they shall disclose to the insurer who their legal representative is and inform the insurer of the course and results of the proceedings;
 - b) provide to the insurer original documents proving the purchase price and the year of acquisition of all damaged or destroyed items;
 - c) in the compensation proceedings, follow the insurer's instructions, in particular not to undertake to compensate for a time-barred claim without the insurer's consent and not to enter into a court settlement without the insurer's consent. They shall appeal in due time against decisions of the competent authorities concerning compensation unless they receive other instructions from the insurer.
2. If the insured admits the injured person's claim for compensation and satisfies it, the insured is further obliged to procure for the insurer, for the purposes of investigation, documents proving the occurrence of their liability and the extent of the damage caused.
3. If the insured has knowingly breached the obligations set out in these Special Conditions for Liability Insurance, the insurer shall be entitled to reduce the insurance benefit proportionately or to refuse to pay it altogether.

Article 4. Right to Insurance Benefit

The beneficiary's right to the insurance benefit shall arise at the moment of the insured's check-in at the airport on departure from the departure point of the first flight listed on the purchased ticket, but not earlier than the date indicated on the insurance certificate as the start date of the insurance, and shall end at the moment of the insured's check-in at the airport on arrival at the arrival point of the last flight listed on the purchased return ticket, but not later than at 24:00 hours on the date indicated on the insurance certificate as the end date of the insurance, whichever is earlier. If the insured has a one-way ticket, the insurance ends at 24:00 hours on the date shown on the insurance certificate as the end of the insurance, or at the time of crossing the national border of the home state on the insured's return or at the time of check-in at the airport on the insured's arrival in the home state, whichever is earlier.

SECTION B) Assistance Services Insurance (PAS)

Article 1. Subject Matter of the Insurance, Insured Event

1. Assistance services insurance is arranged as non-life loss insurance.
2. The insurance benefit under the assistance services insurance is telephone assistance to the insured in case of incidents related to their travel during the period of effectiveness of the insurance. The insured is entitled to contact the insurer during their stay abroad and before the commencement of their trip with a request for advice and information relating to the areas listed below:
 - a) Telephone emergency helpline
 - advice, information, assistance in dealing with emergency situations
 - finding a lawyer, address of the authorities
 - b) Interpreting and translation
 - telephone interpretation during police checks
 - telephone interpretation and advice on filling in documents.

III. PART Closing Provisions

1. These Special Conditions for Liability Insurance are an integral part of the insurance contract, the Insurance Terms and Conditions, and the insurance certificate for each individual arranged insurance.
3. These Special Conditions for Liability Insurance are drawn up in Czech, English, French, German, Italian and Spanish versions. In the event of a conflict between the provisions of the Czech and any other language version, the provisions of the Czech version of the insurance conditions shall prevail.
4. These Special Conditions for Liability Insurance are valid from 15th July 2023.

OVERVIEW OF INSURANCE BENEFITS

Insurance Coverage	Insurance Benefits Limit
LIABILITY INSURANCE	
Liability for damage – health or death	€ 50 000
Liability for damage - property	€ 40 000
Deductible	€ 200
ASSISTANCE SERVICES INSURANCE	
Telephone emergency helpline	YES
Interpreting and translation	YES