1. Introductory Provision

1. This private insurance (hereinafter referred to as „**Insurance**") is governed by the body of laws of the Czech Republic, including the Civil Code, the Insurance Act and these Insurance Terms and Conditions (hereinafter referred to as "**Insurance Conditions**"). This Insurance is concluded as insurance of loss.

2. General Provisions

1. **Insurer**: is **Fortegra Europe Insurance Company SE**, with its registered office at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta acting through its branch in the Czech republic, with its registered office at V parku 2294/4, Prague 4, Chodov, 148 00, identification number 11737379 Fortegra Europe Insurance Company SE is authorized under the Insurance Business Act 1998 of the laws of Malta to carry out general business and is regulated by the Malta Financial Services Authority under company registration no. SE 17 (hereinafter referred to as "**Insurer**" or "**We/Us/Our**").

3. Eligibility

2. Insurance can only be concluded by the person named as the **Main Driver** in the **Rental Agreement**.
3. The **Main Driver** and **Additional Drivers** must be natural persons between 21 and 84 years of age, hold a valid driving license and have residence in the Czech Republic at the time of conclusion of the **Insurance Contract**.
4. The commencement date of the Insurance must be prior to the commencement date of **Your Trip** as stated in **Your Rental Agreement** and the duration of the Insurance as stated in the **Insurance Contract** must not be less than the duration of your **Rental Agreement**.
5. Insurance cannot be arranged for a **Rental Vehicle** older than 20 years or with a value exceeding **CZK 1,750,000**.

4. Definitions

6. For the purposes of this Insurance, the following terms shall have the following meanings:
   a. **"Policyholder"** means a person who has concluded the **Insurance Contract** with the Insurer and from whom the Insurer is entitled to collect premium. At the same time He/she is named as the **Main Driver** in the **Rental Agreement** and meets the eligibility conditions as set out in Article 3 of the **Insurance Conditions**. Furthermore, this person may also be referred to as "**You/Your**".
   b. **"Main Driver"** means the **Policyholder** who has also entered into the **Rental Agreement** in which he/she is named as the **Main Driver**.
   c. **"Insured"** means the natural person whose risk of loss is covered by the Insurance. The Insured is the **Main Driver** and the **Additional Drivers** listed in the rental contract.
   d. **"Insured Event"** means a random and unexpected occurrence caused by an **Insured Peril** which results in the **Insured** being obliged to pay an **Excess** for damage or loss to the **Rental Vehicle** which occurs during the **Period of Insurance**. An accidental and unexpected occurrence is not one which arises as a result of a deliberate act of the **Policyholder**, the **Insured**, or close person.
   e. **"Additional Drivers"** means (maximum five) persons listed as **Additional Drivers** in the **Rental Agreement**. **Additional Drivers** must meet the eligibility conditions as set out in Article 3 of the **Insurance Conditions**.
   f. **"Insurance Conditions"** means these Insurance Terms and Conditions, which contain important information about the Insurance and it´s exclusions.
   g. **"Insurance Contract"** means the contract between **Us** and **You** setting out, among other things, the scope, term and conditions of the Insurance.
   h. **"Car Rental Company"** means a company, which must be fully licensed with the regulatory authority of the country from which it operates, which rents for a fee automobiles that it operates for a fee. **Car Rental Company** does not mean any kind of car sharing (e.g. round-trip car sharing, free-floating car sharing, peer to peer car sharing, etc.).
   i. **"Insured Perils"** are the possible causes of the occurrence of **Insured Events**. For the purposes of the **Insurance Conditions**, an **Insured Peril** is the theft (including attempted theft), exposure to external influences caused by fire, natural perils (e.g. hail, tree fall), vandalism or accident which causes external damage such as, but not limited to, a scratch, chip or dent to **Your Rental Vehicle**. In addition, **Insured Perils** include the **Misfuelling** or also the **Lost, Stolen or Damaged Keys**.
   j. **"Misfuelling"** means that **You** put the wrong type of fuel in **Your Rental Vehicle**.
   k. **"Excess"** means the amount as stated in the **Rental Agreement** that **You** are responsible for in the event of the **Insured Perils**.
   l. **"Lost, Stolen or Damaged Keys"** means keys, key fobs and cards used to open and lock the **Rental Vehicle** that are lost, stolen or accidentally damaged prior to the **Rental Vehicle's** return.
7. **"Rental Agreement"** means the contract signed by the **Main Driver** and the **Car Rental Company** for the hire of a **Rental Vehicle** that specifies an **Excess** amount for which **Insured** is liable.

n. **“Rental Vehicle”** means any regular passenger car or van with maximum of 9 seats and weighing up to 3.5 tonnes operated by a **Car Rental Company** that is hired under a short term contract UNLESS it is:
   a. more than 20 years old;
   b. valued at more than **CZK 1,750,000** (or equivalent);
   c. trailer or caravan, commercial vehicle or truck, two or three wheeled vehicle, off-road or sporting vehicle (designed for driving on unpaved surfaces/off-road).

   The **Main Driver** is responsible for verifying the age, value and type of the **Rental Vehicle**. In case of doubt, please verify these details directly with the **Car Rental Company**. In case of doubt, the **Insurer** shall have the right to determine the value of the **Rental Vehicle** by means of a valuation prepared in the EUROTAX system on the basis of the vehicle data contained in the **Rental Agreement**.

o. **“Trip”** means the period of the single **Rental Agreement**.

p. **"Period of Insurance"** means the period of time agreed in the **Insurance Contract** for which premiums are payable. This Insurance may be purchased for:
   a. **“Single Trip Policy”** - for one **Trip**, the length of the **Trip** must be the same as the length of the **Period of Insurance** and must not exceed 62 days in total; or
   b. **“Annual Policy”** - for a fixed period of 12 months, for repeated **Trips**, where the length of each one **Trip** must not exceed 62 days. Insurance covers all **Trips** made during the **Period of Insurance**. Single **Trips** cannot overlap.

q. **"Electronic Signature"** for the purposes of the **Policy Conditions** means a signature executed via the entry of a unique SMS code received to the mobile phone of the **Policyholder** during the process of concluding the **Insurance Contract**.

r. **"Limit of Insurance Benefit"** means the maximum amount of insurance benefit payable under one Insured Event as set out in Article 6 of the **Insurance Conditions**.

s. **"Aggregate Limit"** of Insurance Benefit means the maximum aggregate amount of all insurance benefits payable under the **Insurance Contract** as set out in Article 6 of the **Insurance Conditions**.

t. **“Terrorism”** means an act including, but not limited to, the e or threat of force and/or violence of any person or group(s), whether acting alone, on behalf of or in connection with any organization(s) or government(s), that is committed for political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or put the public, or any section of the public, in fear.

u. **“We/Us/Our”** means **Fortegra Europe Insurance Company SE**

v. **“You/Your”** means the person who took out this Insurance product and is named as the **Policyholder** on the policy schedule and who must also be the person named as the **Main Driver** in the **Rental Agreement**.

w. **Administration Fee** means the fee paid by You to the **Car Rental Company** for the administration of a claim for payment of the Excess by the **Car Rental Company**.

5. Commencement, duration and termination of insurance

1. This Insurance is concluded for a definite period. Its Inception Date and its Expiry Date are specified in the **Insurance Contract**.
2. The insurance shall be concluded:
   - by signing the **Insurance Contract** in the form of an **Electronic Signature**; or
   - by payment of a single premium. In this case, the conclusion of the **Insurance Contract** is deemed to be the payment of the premium. If the premium has not been paid within the stipulated period, the Insurance has never come into existence.
3. The **Policyholder** will receive all documents to the contact email specified in the Insurance Contract.
4. The **Insurer**'s obligation to provide insurance benefits arises at the moment of the beginning of the **Insurance Period** and ends on the last day of the **Insurance Period**.
5. The insurance expires in the cases provided for by the Civil Code, in particular in one of the following ways:
   a. on the expiry of the **Insurance Period** specified in the **Insurance Contract**;
   b. by agreement between the **Insurer** and the **Policyholder**;
   c. termination by the **Insurer** or the **Policyholder**;
   d. cancellation of the **Insurance Contract** due to misleading information. The **Insurance Contract** may be terminated if one of the parties has made misleading statements at the time of its conclusion. However, only the person who received the false information may cancel;
   e. by withdrawing from the **Insurance Contract** within 14 days from the date of conclusion. The **Insurance Contract** shall be terminated from the beginning. The withdrawal period is maintained if the cancellation is delivered to **Insurer** within this period. The **Insurance Contract** cannot be cancelled if it was concluded for a period shorter than one month unless the cancellation is made in respect of a policy with a deferred start date that has not yet commenced.
6. In the event of termination of the Insurance during the **Period of Insurance** in which the **Insured Event** has occurred, or **You** have made a claim or intend to make a claim, the Insurer shall be entitled to retain the premium until the end of that **Period of Insurance**, regardless of the reason for termination of the Insurance.
7. In all other cases of the termination of the Insurance during the **Period of Insurance**, the **Insurer** shall be entitled to retain a portion of the premium for the period from the commencement of the **Insurance** until the termination of the insurance, corresponding to the premium that would have been charged by the **Insurer** when the **Single Trip Policy** was taken out for that period.

6. Coverage and Benefit Limits

1. The Insurance covers only one active **Rental Agreement** at any time during the **Insurance Period**.
2. **You** are covered only when **You** use the **Rental Vehicle** in the territory specified in **Your Insurance Policy**. This will be one of the following geographical areas:
   - Europe: the countries of the continent of Europe plus Morocco, Tunisia and Turkey but excluding any **Trip** in, to, or through Belarus, Russia and Ukraine.
   - World-wide: anywhere in the world but excluding any **Trip** in, to, or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, South Sudan, Syria, Ukraine, Venezuela or Zimbabwe.
3. The Insurance covers **Insured Events**, as a result of which **You** are liable to pay the **Car Rental Company**:
   - damage to the **Rental Vehicle** including damage to the windows, windscreen, tires and wheels, headlights, the undercarriage or the roof;
   - loss of use of the **Rental Vehicle** due to damage or theft;
   - Towing costs relating to damage.

   The insurance benefit is paid up to the **Limit of Insurance Benefit**, which for **Single Trip Policy** is **CZK 175,000**. In the case of **Annual Policy**, the **Limit of Insurance Benefit** can be repeatedly applied, with the **Aggregate Limit** being **CZK 175,000**. At the same time, the amount of the **Insurance Benefit** for each **Insured Event** may not exceed 50% of the value of the **Rental Vehicle**.
4. **Your Insurance Contract** also includes cover for the following costs and services which **You** are liable to pay the **Car Rental Company**:
   - **Misfuelling** - costs incurred, for cleaning out the engine and fuel system and any towing costs of the **Rental Vehicle**.
   - **Lost, Stolen or Damaged Keys** - costs incurred, for replacing **Lost, Stolen or Damaged Keys**, including replacement locks and locksmith charges.

   The insurance benefit for **Misfuelling** and **Lost, Stolen or Damaged Keys** is paid up to **Limit of Insurance Benefit** of **CZK 12,500** per claim, subject to a maximum of **CZK 50,000** in any one **Period of Insurance**.
5. The insurance benefit for the **Administration Fee** is paid up to **Limit of Insurance Benefit** of **CZK 1,250** per claim and shall be included in the **Aggregate Limit**.
6. The insurance benefit is paid in CZK. If the payment under the **Rental Contract** was made in local currency, the amount of the insurance benefit in CZK will be converted based on the exchange rate of the Czech National Bank valid at the time of conclusion of the **Insurance Contract**.

7. What Is Not Covered

1. The Insurance does not cover:
   a. Any costs or charges that do not directly relate to externally caused damage to the **Rental Vehicle** including, but not limited to, any costs due to mechanical or electrical failure of the **Rental Vehicle** or any parts that need replacement due to Wear and tear.
   b. If the vehicle being hired is a trailer or caravan, commercial vehicle or truck, two or three wheeled vehicle, off-road vehicle (designed for driving on unpaved surfaces/off-road), vehicle with more than 9 seats or over 3.5 tonnes or is more than 20 years old or valued at more than **CZK 1,750,000** (or equivalent in local currency) at the time of conclusion of the Rental Agreement.
   c. Any rental of a private vehicle or a vehicle that is not operated by fully licensed **Car Rental Company**.
   d. Any car sharing or car pooling. These include round-trip car sharing, free-floating car sharing, peer-to-peer car sharing and so on.
   e. Any costs incurred as a result of the **Rental Vehicle** being used, during the **Insurance Period**:
      a. as a taxi or for paid passenger transport;
      b. for all kinds of races and competitions, including preparations for them;
      c. for use off public roads intended for normal traffic.
   f. Any costs in a situation where there are personal, family, or professional ties between the **Car Rental Company** and **Insured**.
   g. **Main Driver** or **Additional Driver** if they do not meet the conditions for Eligibility as set out in Article 3 of the **Insurance Conditions**.
   h. Where the **Rental Agreements** for a period:
      a. longer than **Your Period of Insurance**; or
      b. more than 180 continuous days on a Single Trip Policy; or
      c. more than 62 continuous days on an Annual Policy.
   i. Where damage is as a result of willfully self-inflicted injury, the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction.
   j. Where damage is as a result of exposure to unnecessary danger except in an attempt to save human life.
   k. Damage to property or expenses which are **Insured** by another insurer and the full indemnity has been paid under the policy.
   l. Damage arises from operation of the **Rental Vehicle** in violation of the terms of the Rental Agreement, including transporting contraband or illegal trade.
   m. Any credit card foreign currency transaction fees.
   n. Where expenses are assumed, waived or paid by the **Car Rental Company** or its insurer or a third party insurer of an involved vehicle.
   o. Damage to automobiles or other vehicles which are not **Rental Vehicles**.
   p. Damage caused by Wear and tear, gradual deterioration, insect or vermin.
   q. Losses caused by accidental damage to the interior or accessories of the **Rental Vehicle** (e.g. roof box, navigation system, child car seat, etc.).
   r. Damage to the **Rental Vehicle** driven by persons who are not listed in the **Rental Agreement** as **Main Driver** or **Additional Drivers**.

s. Where the expenses are reimbursed by the **Insured** driver's employer's insurer.
t. Where damage is the result of driving off road, on an un-made up road or a road that is not designated as a public thoroughfare.
u. Any indirect costs **You** may incur as a result of damage occurring to the **Rental Vehicle** such as transport costs or the cost of hiring a replacement vehicle.
v. Where **You** have been specifically alerted to the risk of possible damage to the **Rental Vehicle**, for example **You** have been warned of high water or the presence of animals that may cause damage.
w. **We** will not be liable to indemnify **You** against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction.
x. If **Your** claim results in any way from:
    a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
    b. any act of **Terrorism;**
    c. any act of war or **Terrorism** involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent;
    d. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

8. Insurance premium

1. Unless otherwise agreed in the **Insurance Contract**, the premium is a single premium and is payable for the entire **Period of Insurance**. The amount of the premium is agreed in the **Insurance Contract**.
2. Unless otherwise agreed in the **Insurance Contract**, the premium is payable upon conclusion of the **Insurance Contract**.
3. In the event that the Insurance expires during the Insurance Period, the premium shall be refunded to the **Policyholder** in accordance with Article 5(5) of the **Insurance Conditions**.

9. Claims procedure

In the event of a claim, the **Insured** must follow the following procedures:

Step 1 – Returning Your Rental Vehicle

If a **Rental Vehicle** has been damaged by an **Insured Peril** during the term of the **Rental Agreement**:

- Take photos of the damage.
- Check that **You** are responsible for the costs under **Your Rental Agreement**.
- Request an accident report and an invoice for the damage or similar document confirming that **You** have paid for the damage (**We** recommend making payment by credit card not to pay by cash).

Step 2 – Claim notification

All claims must be notified **Us**. **You** should do this within 31 days of the end of the **Rental Agreement** in which the incident happened. Please use this web site:
www.defend-online.cz/xs

or contact **Us** directly at:

Fortegra Europe Insurance Company SE,
pobočka Česká republika
Likvidace pojistných událostí
V parku 2294/4,
Prague 4, Chodov, 148 00
tel: +420 226 251 251
e-mail: likvidace@fortegra.cz
Please tell **Us** the **Insurance Policy** number.

Step 3 – Providing documentation

We will need copies of these documents:

- **Rental Agreement**
- Confirmation of payment of rent (if separate from the **Rental Agreement**).
- Police Report if the incident by law required the Police to attend
- Photographs of the damage to the **Rental Vehicle** (and pictures of the vehicle before the incident if available)
- Accident report from the **Car Rental Company**

- Invoices and other documents confirming the amount **You** have paid in respect of damage for which the **Car Rental Company** holds **You** responsible
- Credit card or bank account statement showing payment of the damage claimed
- Bank account to which the insurance claim is to be paid

If necessary, **You** may be asked to provide additional documents (for example copy of driving license or passport and so on).

Step 4 – Claims payment

The insurer shall pay the insurance benefit by direct payment to **Your** CZK bank account. The insurance benefit will be paid within 15 days from the completion of the investigation of the **Insured Event**.
Failure to follow this Claims procedure may result in denial or reduction of the insurance benefit.

10. General duties of the Insured

1. **You** are obliged to provide to **Us** all relevant and truthful information and assistance requested by **Us**.
2. No person is entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us** except with **Our** written consent.

11. Complaints and dispute resolution

Every effort is made to provide **You** with a high standard of service. However, occasionally disputes or misunderstandings can arise. In this case, **We** have set out the options for dealing with such cases.

1. **Complaints about Your policy or about Your claim**: If **You** wish to make a complaint about the sale of this insurance or these **Insurance Conditions** or complaint about a claims matter please contact **Us**:
   Fortegra Europe Insurance Company SE,
   pobočka Česká republika
   V parku 2294/4,
   Prague 4, Chodov, 148 00
   tel: +420 226 251 251
   e-mail: info@fortegra.cz
2. **Complaint handling procedure:**
   - The receipt of the complaint will be acknowledged in writing within 2 working days at the latest.
   - **We** will communicate **Our** decision on the complaint in writing within 30 days of receipt.
   - If **We** cannot resolve the complaint within this period, **We** will notify the **Insured** in writing, stating the reasons, and **We** will endeavour to resolve the complaint within a further 30 working days from that moment.
3. **Other options**: If the **Insured** remains dissatisfied with the response to the complaint or if his/her complaint is not resolved within the time limits set out above, the **Insured** has the option to refer the complaint to the Czech National Bank. The contact details are as follows: Česká národní banka
   Senovážná 3
   115 03 Praha 1
   Česká republika
   tel: +420 22 441 4359/2887
   e-mail: podatelna@cnb.cz
   web: www.cnb.cz/cs/verejnost/kontakty/formular-podani-dotazu-podnetu-upozorneni/index.html
   ID datové schránky: 8tgaiej.
   The Czech National Bank will expect the **Insured** to have followed the above procedure before they accept the case. Using this complaints procedure does not affect the **Insured's** legal rights.
4. **Dispute Resolution**: In the event of a consumer dispute arising out of an **Insurance Contract** that cannot be settled by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such dispute to a designated out-of-court consumer dispute resolution, namely to:

a. Česká obchodní inspekce
   Ústřední inspektorát – oddělení ADR
   Štěpánská 15
   120 00 Praha 2
   e-mail: adr@coi.cz
   web: www.coi.cz/informace-o-adr/

b. Office of the Ombudsman of the Czech Association of Insurance Companies
   Elišky Krásnohorské 135/7
   110 00 Praha 1
   e-mail: kancelar@ombudsmancap.cz
   web: www.ombudsmancap.cz

12. Legal and Regulatory Information

1. **Questions and changes**: In case of questions, requests for cancellation or change of the Insurance, please contact **Us** at **Fortegra Europe Insurance Company SE, pobočka Česká republika**, V parku 2294/4, Prague 4, Chodov, 148 00, tel: +420 226 251 251, e-mail: info@fortegra.cz.
2. **Law and Legal Proceedings Applicable**: This insurance is governed by Czech law and any dispute is subject to the decision of the competent court of the Czech Republic.
3. **Language and communication**: All insurance documents and communication with **You** will be in Czech. **We** consider a letter sent by post, e-mail as a written form.
4. **Right of recovery**: in connection with any indemnity provided under the Policy, the Insurer shall be entitled to recover damages or other rights against a third party.
5. **Fraud Prevention**: information provided to the Insurer by **You** or anyone acting on **Your** behalf that is fraudulent or intended to mislead may result in **Your** entitlement to any benefit under the Insurance being forfeited, **Your** Insurance being terminated and **We** may recover any costs or expenses **We** incur.
6. **Delivery**: **We** hereby agree that all summonses, notices or processes requiring to be served upon **Us** for the purpose of instituting any legal proceedings against **Us** in connection with this insurance shall be properly served if addressed and delivered to **Us**.

13. Data Protection Short From Privacy Notice

1. Personal data of the Policyholder/Insured are collected by the Insurer, who acts as a personal data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. All information on the scope of the personal data collected, the purpose of its collection, how and by whom the data are processed, how long the data are stored and the rights of persons in relation to these data are set out in the document Information and communication provided to the data subject in accordance with the Data Protection Regulation, which is provided to the Policyholder upon conclusion of the Insurance Contract and which is also available at www.fortegra.cz/data.

14. Final provisions

1. These Insurance **Terms and Conditions** come into force on 26.01.2026.