

**SPECIAL INSURANCE CONDITIONS FOR PROFESSIONAL LIABILITY INSURANCE
FOR HEALTHCARE CENTERS AND PHARMACIES
(ZPP ZDR 01/2019)**

Article 1. INTRODUCTORY PROVISIONS

These Special Insurance Conditions together with the Insurance Contract, General Insurance Conditions for Liability Insurance and, if appropriate, the Supplementary Insurance Conditions constitute one integral whole.

Article 2. INSURED EVENT

For the purposes of these Special Insurance Conditions, an Insured Event means an event consisting in the occurrence of damage or loss to a third party, provided all the following conditions are simultaneously met:

- a) Such damage or loss was caused as a result of an act or omission by the insured or any other fact directly related to the insured's of health services professional activity to which the insured has a valid authorisation;
- b) The right to the compensation for such damage or loss was first claimed in writing against the insured during the period of insurance or the extended reporting period, if negotiated;
- c) The insured's act or omission or other fact that caused this damage or loss occurred during the period of insurance;
- d) The claim was demonstrably reported to the insurer no later than within 90 days after the expiry of insurance or during extended reporting period, if negotiated;
- e) The obligation of the insurer to provide indemnity is related to such damage or loss.

Article 3. SCOPE OF INSURANCE

1) The Insurance is arranged for an obligation of the insured to compensate for damage or loss to a third person stipulated by law, however, provided that such damage or loss was caused by a health services professional activity to which the insured is authorised under the applicable legislation and that is also included in the Insurance Contract as an insured activity.

2) The insured has the right to be reimbursed by the insurer for the following:

- a) Bodily injury;
- b) Property damage incurred by damage, destruction or loss (the stipulations shall apply analogously for live animals, yet only within the scope not contradicting its nature);
- c) Loss arising out of bodily injury and of property damage (the so-called consequent financial loss);
- d) Pure financial loss;
- e) Defence Costs;
- f) Other costs and expenses incurred in connection with an Insured Event, however, only if the insurer has given prior written consent thereto;

all provided that such damage and/or losses and/or costs were incurred as a result of the performance of the insured health services professional activity.

3) The insured further has the right to be reimbursed by the insurer for the following:

- a) Damage or loss caused by a defective product after its delivery or by a defective service after its provision and taking over as a result of the performance of the insured activity;
- b) Damage or loss resulting from ownership, rental and similar relationships relating to immovable property (e.g. holding or management of real estate or damage caused to hired property) used for the purposes of the insured activity;

- c) Regressive compensation for the costs incurred by the health insurance company for health care in favour of a third person as a result of negligent unlawful conduct of the insured in connection with the performance of the insured activity;
- d) Regressive compensation for the costs expended by the health insurance company for health care in favour of an employee of the insured due to the neglectful illegal conduct of the insured, which occurred in association with the performance of the insured activities, yet only in cases when the statutory liability insurance of the insured as an employer for damages incurred by a work injury or occupational disease applies to the liability for work injury or occupational disease, in result of which such costs were incurred; the sublimit amounts to 10% of the main insurance indemnification limit negotiated in the insurance contract, yet not more than 1,000,000 CZK, unless stipulated otherwise;
- e) Regressive compensation for the sickness insurance if there were matters decisive for the establishment of the entitlement to the sickness insurance benefit, and the insured is obliged to pay regressive compensation to the sickness insurance body due to the committed illegal conduct occurring in connection with the performance of the insured activities, which was found by means of a valid and enforceable court decision or the valid and enforceable decision of the respective administration body; the sublimit amounts to 10% of the main limit of the insurance indemnification negotiated in the insurance contract, but not more than 1,000,000 CZK, unless stipulated otherwise;
- f) Damage to tangible movable assets, except for means of transport (apart from the loading and unloading thereof) and except for money, payment cards, securities or other valuables, which are the subject of work or escrow contracts, or which were left to the insured for utilization or other authorized activities on them or with them; the sublimit amounts to 10% of the main limit of the insurance indemnification negotiated in the insurance contract, but not more than 500,000 CZK, unless stipulated otherwise;
- g) Damage incurred by damage, destruction or loss of documents, including computer records, electronic or digitized data (but except for money, securities or valuables), which the insured acquired in association with the insured professional activities, in the form of compensating the costs of re-acquiring of such documents; the sublimit amounts to 20.000 CZK and participation amounts to 1.000 CZK, unless stipulated otherwise;
- h) Damage to put-off and brought-in things, including belongings of employees of the insured and visitors (incl. patients) at the place of performance of activities of the insured (especially, yet not exclusively, the visitors of the plant, seat, place of business, branch, factory, offices or any other place where the insured carries out his activities), yet with the exception of means of transport, money, payment cards, securities and other valuables; the sublimit amounts to 20,000 CZK and participation amounts to 1,000 CZK, unless stipulated otherwise.

Article 4. TERRITORIAL SCOPE OF INSURANCE

Unless otherwise provided in the Insurance Contract, the Insurance covers damage and loss incurred within the territory of the Czech Republic, which the insured is obliged to compensate pursuant to the jurisdiction of the Czech Republic.

Article 5. INSURANCE EXCLUSIONS

- 1) The Insurance does not cover damage or losses incurred:
 - a) As a consequence of war (including undeclared), war or hostile operations, armed conflicts, civil war, civil unrest, strikes, invasions, rebellions, uprisings, military coup, revolution, martial law, terrorism or in connection with any action by the state or official authority;
 - b) In connection with confiscation, takeover or seizing by a public authority;
 - c) By ionising or radioactive radiation or contamination of all kinds, electromagnetic field, direct or indirect effect of nuclear power or in any other way related to the production of nuclear energy or the production or use or storage of nuclear material or nuclear reactors and all objects within the nuclear power plant;
 - d) By chemical, biological, biochemical or electromagnetic weapons;
 - e) By any pollution or contamination of the environment, including leakage or other adverse effects, landslides or landslides, erosion, subsidence, vibrations, fungi, formaldehyde;

- f) By environmental impairment or major accident within the meaning of the applicable legislation;
- g) From transactions in financial, credit, investment, capital, speculative or term forecasts or promises, securities, transactions with securities or real estate, in connection with bank guarantees, financial guarantees, guarantor statements or similar legal actions or subsidies or grants, including counselling in these areas;
- h) In connection with insolvency, bankruptcy or liquidation of the insured;
- i) By taking over or recognising the obligation to compensate for damage or any other loss beyond the limits laid down by law, including contractual penalties or sanctions, contractual default interest or other contractual arrangements or beyond the agreed limitation of damage or loss between the insured and the injured party;
- j) By an activity or legal relationship to which the insured person has no appropriate authorisation or licence or an activity or provision of services beyond the scope of the insured professional activity in accordance with applicable legislation and ethical rules;
- k) Related to the obligation of the insured to arrange and maintain insurance;
- l) By unfair competition or breach of economic competition, misleading advertising, breach of the patent or copyright law, breach of confidentiality, infringement of intellectual property rights or design rights, trade mark or protected name;
- m) By exceeding or failing to meet costs, budgets, budgetary rules or credits;
- n) By non-compliance or late compliance with deadlines, periods, terms or contracts; due to valuation or price differences;
- o) By activities of the insured as a member of a statutory body of a legal person or exercising another managerial position for a legal person;
- p) In respect of money, bills of exchange, checks, payment cards, securities, valuables and in any connection with them;
- q) Intentionally, arbitrarily or through malignancy, misappropriation or any other criminal activity, grossly negligent behaviour or omission, with gross negligence being the case if the principle of due or ordinary care is breached in a particularly serious manner;
- r) In respect of natural rights of a man, except for non-material damage caused by bodily injury or death;
- s) By occupational injury or occupational disease;
- t) By interruption, limitation or fluctuation of electricity, gas, water or heat supplies
- u) By the ownership, possession, use or operation of means of transport;
- v) From transport, shipment or similar contracts;
- w) In respect of a provided service or, as appropriate, product or work itself (warranty for service, product or work including the quality guarantee) or by defective performance;
- x) Due to failure to deliver the product or failure to perform the service, in connection with product recall, caused by products without proper registration or unauthorized modification of the product;
- y) As a pure financial loss in connection with a defective product or service;
- z) Directly or indirectly by asbestos or tobacco products;
- aa) By the introduction or spread of any infectious disease of humans, animals or plants;
- bb) By testing, alterations, collection, preparation, processing, handling, storage, distribution, application or other use of substances of any kind, wholly or partly originating from the human body (eg tissues, cells, organs, transplants, blood, urine, excretions etc.) including derivatives and biosynthetic products made from them; however, the exclusion does not relate to routine samplings and analysis of samples (eg blood or urine) that are necessary for providing of healthcare to particular patients);
- cc) The operation of a blood bank or a transplantation center, unless it is operated solely for the own use of a healthcare center;
- dd) By conducting of clinical trials and clinical tests of medicines and medical devices and / or the use of experimental or non-approved therapeutic or diagnostic procedures;
- ee) By plastic or aesthetic surgery and / or other cosmetic interventions, with the exception of reconstructive surgery after injuries and congenital deformities;
- ff) By services rendered to provoke and/or avoid gravity/procreation, fertilization including sterilization, in-vitro fertilization, abortion and / or contraception;
- gg) In any connection with the acquired immune deficiency syndrome (AIDS) or its pathogens or hepatitis;

- hh) In connection with genetic manipulation or modification and / or genetic engineering;
- ii) By using of drugs and/or other weight-reducing products;
- jj) By any dental practice, including dental surgery, performed under general anesthesia, unless performed in a hospital with specialized anesthesiological care;
- kk) when providing care under the influence of alcohol, narcotics or other addictive substances;
- ll) in connection with silicone implants and / or injections of all kinds, including related operations.

2) The Insurance does not apply to damage or losses incurred by the insured, persons close to the insured, persons related to the insured person with property or personnel and persons in which the insured is an employee, manager, partner or consultant.

3) The insurer shall be not deemed to provide cover and shall be not liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4) If an individual exclusion is included in the Insurance by the Supplementary Insurance Conditions or other arrangements, other exclusions remain valid. Additional exclusions may be agreed in the Insurance Contract.