

## Dodatek č. 15 k pojistné smlouvě č. 400 020 587

**Pojistitel: Allianz pojišťovna, a. s.**

Ke Štvanici 656/3, 186 00 Praha 8, Česká republika

IČ: 471 15 971

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 1815

(dále jen pojistitel)

a

**Pojistník: Jihočeské letiště České Budějovice a.s.**

U Zimního stadionu 1952/2, 370 76 České Budějovice

IČ: 260 93 545

zapsaná v obchodním rejstříku vedeném Krajským soudem v Českých Budějovicích, oddíl B, vložka 1450

(dále jen pojistník)

**uzavírají následující pojistnou smlouvu o pojištění odpovědnosti z provozu letiště.  
Pojistná smlouva č. 400 020 587 ve znění dodatku č. 15 ze dne 17.10.2019 je úplným  
zněním s účinností od 22.10.2019.**

**Všeobecné  
pojistné  
podmínky:**

Pojištění se řídí zákonem č. 89/2012 Sb., občanský zákoník a Všeobecnými pojistnými podmínkami pro pojištění odpovědnosti (provozní činnost, výrobek) OSPP-03, vydanými s platností od 1. ledna 2014 (dále jen všeobecné pojistné podmínky), které jsou nedílnou součástí této pojistné smlouvy.

**Pojištěný: Jihočeské letiště České Budějovice a.s.**

U Zimního stadionu 1952/2, 370 76 České Budějovice

IČ: 260 93 545

zapsaná v obchodním rejstříku vedeném Krajským soudem v Českých Budějovicích, oddíl B, vložka 1450

(dále jen pojistník)

**Pojištěná  
provozní  
činnost:**

– provozování letiště České Budějovice v souladu s Rozhodnutím o provozování letiště, vydaném Úřadem pro civilní letectví dne 19.03.2008 pod č.j. 1147/08-720/B/OPR

Pojištěný odpovídá za následující služby:

– hangárování letadel, runway, kontrolní věž (AFIS), doplňování a skladování paliva, handling (freight, cargo, navedení letadla na stojánku, zašpalkování, přistavení schůdků, doplnění vody, odčerpání kalů, manipulace se zavazadly, drobné servisní opravy), bezpečnost.

V rozsahu Sekce 1, bodu 2a) Arielu je pojištěna odpovědnost pojištěného z provozu vozidel, strojů a zařízení ve vlastnictví nebo držbě pojistníka, a to včetně vozidel, strojů a zařízení nabytých během pojistného období.

**Územní  
platnost:**

Česká republika

Z pojištění je vyloučena odpovědnost za škodu nebo jinou újmu podnikatelských jednotek umístěných mimo území České republiky (dceřiné společnosti, organizační složky a provozovny vyvíjející svoji podnikatelskou činnost mimo ČR).

**Rozsah  
pojištění:**

Odpovědnost za škodu nebo jinou újmu z provozní činnosti dle ustanovení článku 2 výše uvedených všeobecných pojistných podmínek, dle podmínek a ustanovení smluvního ujednání Ariel, Sekce 1, 2, 3 (dále jen Ariel) a dle ustanovení doložek AVN38B, AVN46B, AVN48B, AVN.72, AVN2000A, 2488 AGM 00003, AVN111 a AVN124. Pojištění provozní činnosti nemůže nabídnout širší rozsah pojistného krytí než ARIEL (Sekce 1,2,3).

**Sanctions / embargoes**

This Policy does not provide coverage related to any business, including but not limited to this insurance and the fulfillment of any obligation thereunder, to the extent it would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

**Iran sanctions**

This policy does not provide any cover, and does not include any liability to pay any claim or provide any benefit, in respect of any risk related to Iran unless such risk is specifically disclosed and agreed in writing by the parties.

**Sjednané limity  
pojistného  
plnění:**

**750 000 000,-- CZK** pro jednu a všechny pojistné události vzniklé během jednoho pojistného období

**Spoluúčast:**

**137 900,-- CZK** pro každou pojistnou událost

**Datum účinnosti změny:**  
**22.10.2019; 00,00 hod.**

**Konec pojištění:**  
**22.10.2020; 00,00 hod.**

V souladu s ustanovením článku 6, odst. 1) všeobecných pojistných podmínek se ujednává, že počátek pojištění je stanoven na den uvedený v pojistné smlouvě.

Pojištění se sjednává na dobu určitou. Ujednává se, že ustanovení článku 8, odst. 1, věty druhé všeobecných pojistných podmínek nebudou pro účely tohoto pojištění použity.

Pojistník prohlašuje, že byl před uzavřením této pojistné smlouvy seznámen s pojistnými podmínkami platnými pro tuto pojistnou smlouvu i s ARIEM, jenž je společně s doložkami AVN.38B, AVN.46B, AVN.48B, AVN.72, AVN 2000A, 2488 AGM 003, AVN 111 přiložen v originálním anglickém znění, což potvrzuje svým níže uvedeným podpisem.

**Pojistné  
celkem:**

**384 940,-- CZK**

**Splatnost  
pojistného:**

Výše uvedeně pojistné je splatné v následujících splátkách a termínech:

splátka:		datum splatnosti:
1. splátka	192 470,-- CZK	04.11.2019
2. splátka	192 470,-- CZK	22.04.2020

na účet:

Allianz pojišťovna, a.s., Ke Štvanici 656/3, 186 00 Praha 8, Česká republika  
UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4  
číslo účtu: 000000-0000002727/2700  
konstantní symbol 3558, variabilní symbol: 400 020 587, SWIFT code: BACXCZPP

**Ujednání o  
pojistném  
krytí:**

Tímto se ujednává, že tato pojistná smlouva je vystavena dle podmínek smluvního ujednání Ariel.  
Bylo ujednáno, že tato pojistná smlouva, která je v souladu s platnými předpisy České republiky, neposkytuje a nemůže poskytnout širší pojistné krytí než smluvní ujednání Ariel, bez ohledu na příslušná ustanovení všeobecných pojistných podmínek.

**Poznámka:**

Přílohy pojistné smlouvy jsou její nedílnou součástí.

**Závěrečné  
prohlášení:**

Pojistník podpisem potvrzuje, že si je vědom specifického způsobu sjednání pojištění prostřednictvím na pojistiteli nezávislého poradce (pojišťovací makléř), a prohlašuje, že mu byl obsah pojištění makléřem vysvětlen, popřípadě že ho makléř upozornil na odchylky nabízeného pojištění a jeho požadavků. Podpisem smlouvy pojistník stvrzuje, že sjednané pojištění odpovídá jeho potřebám a požadavkům, případně že s tímto pojištěním na základě doporučení pojišťovacího makléře souhlasí, ač byl upozorněn na odchylky oproti svým požadavkům.

Pojistitel bere na vědomí, že Jihočeské letiště České Budějovice a. s. je právnickou osobou, v níž mají většinou majetkovou účast územní samosprávné celky, a proto se na tuto smlouvu v souladu s § 2 odst. 1 písm. n) zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů (dále také jen „ZRS“), vztahuje povinnost uveřejnění prostřednictvím registru smluv (dále také jen „Registr“).

Smluvní strany ve shodě prohlašují, že se na tuto smlouvu nevztahuje žádná z výjimek z povinnosti uveřejnění této smlouvy nebo jejích částí dle § 3 ZRS, a smluvní strany souhlasí s jejím uveřejněním v plném znění.

Smluvní strany se dohodly, že tuto smlouvu uveřejní v Registru Jihočeské letiště České Budějovice a. s., a to nejpozději do 5 dnů po podpisu této smlouvy.

Pro účely zaslání potvrzení o uveřejnění smlouvy budou použity tyto kontaktní údaje smluvních stran:

Jihočeské letiště České Budějovice a. s. – ID datové schránky: ej7entm  
Allianz pojišťovna, a.s.- ID datové schránky: vfycqvw

Smluvní strany se dohodly, že jakékoliv opravy uveřejněné smlouvy či metadat smlouvy dle ZRS bude provádět pouze Jihočeské letiště České Budějovice a. s. Zhotovitel je oprávněn Jihočeské letiště České Budějovice a. s. vyzvat písemně k opravě uveřejněné smlouvy či metadat smlouvy. Jihočeské letiště České Budějovice a. s. opravu provede, bude-li výzva zhotovitele oprávněná, nejpozději do 5 dnů poté, kdy výzvu obdrží.

**Příloha:**

Ariel  
Doložky AVN38B, AVN46B, AVN48B, AVN.72, AVN2000A, 2488 AGM 00003, AVN 111, AVN124  
Všeobecné pojistné podmínky

V Praze dne 17.10.2019

Allianz pojišťovna, a. s.  
generální ředitelství  
korporátní a podnikatelské pojištění  
Ke Štvanici 656/3  
186 00 Praha 8

  
**Ing. [Redacted]**  
 metodická podpora  
 korporátního pojištění

  
**Dan [Redacted]íková**  
 podpora korporátního  
 a podnikatelského pojištění

.....  
pojistník

.....  
pojistitel

## ARIEL

WHEREAS the Assured named in the Schedule herein has made to Us the Underwriters who have hereunto subscribed our Names, a written proposal and declaration, bearing the date specified in the Schedule, which is hereby agreed to be the basis of this contract and is deemed to be incorporated herein and has paid to Us the premium or consideration (subject to adjustment as hereinafter provided) specified in the Schedule.

NOW WE THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

(a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or

(b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

### SECTION 1

#### Bodily Injury or Property Damage

(a) in or about the premises specified in the Schedule, as a direct result of the services granted by the Assured,

(b) elsewhere in the course of any work or of the performance of any duties carried out by the Assured or his employees in connection with the business or operations specified in the Schedule,

caused by the fault or negligence of the Assured or any of his employees engaged in the Assured's business or by any defect in the Assured's premises, ways, works, machinery or plant used in the Assured's business.

This section is subject to the following exclusions:-

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Assured, or any servant of the Assured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Assured whilst on the premises specified in the Schedule.

2. Bodily injury or property damage caused by

(a) any mechanically propelled vehicle which the Assured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.

- (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Assured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
- 3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Underwriters.
- 4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Assured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Underwriters.
- 5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or his employees after such goods or products have ceased to be in the possession or under the control of the Assured, but this exclusion shall be deemed not to apply to the supply, by the Assured, of food or drink at the premises specified in the Schedule.

## SECTION 2

Loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by the Assured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Assured or any servant of the Assured.

This section is subject to the following exclusions:-

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Assured.
- (c) Loss of or damage to any Aircraft while in flight as defined.

## SECTION 3

Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Assured.

This section is subject to the following exclusions:-

- (a) Damage to the property of the Assured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or any defective part or parts thereof.

- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.
- (d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

#### EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Assured or acting on his behalf, or liability for which the Assured or his insurer may be held liable under any workmans compensation, unemployment compensation or disability benefits law or any similar law.
2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Assured, his employees, contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
3. THIS POLICY DOES NOT COVER liability assumed by the Assured by Agreement under any Contract unless such liability would have attached to the Assured even in the absence of such Agreement.
4. THIS POLICY DOES NOT COVER liability of the Assured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Underwriters.
6. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.
7. This Policy is subject to the attached Radioactive Contamination Exclusion Clause.

#### PAYMENT OF COSTS

In addition to the limits set out in the Schedule, Underwriters will pay all legal and other costs incurred with their consent in the defence of any claim made against the Assured.

#### PROVIDED THAT

in the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Assured the Underwriters will pay all costs, charges and expenses incurred by the Assured in connection therewith up to but not exceeding the sum insured under this Policy.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Underwriters to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

## DEFINITIONS

1. ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. FLIGHT. The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

## GENERAL CONDITIONS

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Assured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Underwriters as soon as possible after same shall come to the knowledge of the Assured or the Assured's representative. Every letter, claim, writ, summons or process shall be forwarded to Underwriters immediately on receipt by the Assured.
2. All notices as specified above shall be given by the Assured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Underwriters shall be limited to their rateable proportion of such claim.
4. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims hereunder shall be forfeited.
5. This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 15 days notice in writing be given. (Where 15 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor.)

If the Policy shall be cancelled by the Assured the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale whichever is the greater.

If the Policy shall be cancelled by Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

6. It is a condition precedent to the right of the Assured to be indemnified under this Insurance that
  - (a) If after this Insurance has been effected, the risk is materially altered such alterations must be notified in writing to the Underwriters immediately.
  - (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Assured without the written consent of Underwriters, who shall be entitled, if they so desire, to take over and conduct in the name of the Assured the defence of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Assured shall give all such information and assistance as Underwriters may require.

- (c) The Assured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Assured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
  - (d) The Assured shall comply with all International and Government Regulations and Civil Instructions.
7. Notwithstanding the inclusion herein of more than one Assured, whether by endorsement or otherwise, the total liability of the Underwriters in respect of any or all Assureds shall not exceed the limit(s) of liability stated in this Policy.

## **NUCLEAR RISKS EXCLUSION CLAUSE**

(1) This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization „Technical Instructions for the Safe Transport of Dangerous Goods by Air“, unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed Radioactive surface contamination (Averaged over 300cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Bequerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

## **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 referred to below as „Combined Claims“).
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN46B 1.10.96

## **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any malicious act or act of sabotage.
- (e) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the other of any Government (whether civil military or de facto) or public or local authority.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN 48B 1.10.96

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE**

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN 72 9.2.2000

### **DATE RECOGNITION EXCLUSION CLAUSE**

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process exchange or transfer year, date or time data or information in connection with:
- the change of year from 1999 to 2000; and/or
  - the change of date from 21 August 1999 to 22 August 1999; and/or
  - any other change of year, date or time;
- whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000 A 22.4.98

### **ASBESTOS EXCLUSION CLAUSE**

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos;
- or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

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## **Sanctions and Embargo Clause**

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.

2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

### **AVN 111 01.10.10**

*In common with all AICG produced AVN Clauses, this Clause is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use in particular policies. Insurers are of course free to offer different policy wordings and clauses to their policy holders.*

## **Data Event Clause**

This Policy does not cover any loss, damage, expense or liability arising out of a Data Event.

Data Event means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Data.

Data means any information, text, figures, voice, images or any machine readable data, software or programs including any person's or organisation's confidential, proprietary or personal information.

This exclusion does not apply to:

1. physical loss of or physical damage to an aircraft or spares and equipment; and/or
2. bodily injury and/or property damage caused by an aircraft accident; and/or
3. bodily injury and/or damage to tangible property including resultant loss of use of such property arising out of the Insured's aviation operations caused other than by an aircraft accident.

Within sub-paragraph 3:

- i. solely for the purposes of this sub-paragraph and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury, fatal or otherwise, and unless arising directly therefrom shall not include mental anguish, fright or shock; and
- ii. Data shall not be considered as tangible property.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

## SEZNAM STROJE

## SEZNAM VOZIDLA

aktualizace 26.9.2019

pol.	typ vozidla	druh vozidla
1	LIAZ TSL-1	let.tahač-ojový
2	Avie	cisterna AVGAS
3	Tatra 148	letištní tahač
4	Tatra 148	cisterna JET A-1
5	Postřikovač SPT 3	postřikovač
6	Avia AVGAZ	spec. cisterna
7	Liaz 16.29XB/TSL-1	spec. cisterna
8	Douglas-Kalmar TBL-180	let.tahač-bezojový
9	let.zametač/ofukovač	Schörling
10	let zametač/ofukovač	Schörling
11	motorový nakl.pás	NBL ERMA
12	baggage traktor	Charlatte T-135
13	baggage traktor	Charlatte T-135
14	motorové schody	SPS 9.19
15	vlečené schody	CDS 1845
16	vlečené schody	Z-6540
17	vlečený toalet. vozík	TSC 800/300
18	vlečený vozík pitná voda	PWC 500
19	zavazadlové vozíky	Zodiac
20	malotraktor	Wisconsin
21	průmyslový vysavač	Alto
22	motor.fréza-postřikovač	MS 16 IN
23	sněhová fréza 402 HD	příslušenství JD
24	rozmetadlo BS 1000	příslušenství JD
25	radlice šípová SRT 300	příslušenství JD
26	mulčovač Berti TA 200	příslušenství JD
27	mulčovač Berti KK 440	příslušenství JD
28	čelní nakladač Quick	příslušenství JD
29	štěpkovač JBM 521 ZX	příslušenství JD
30	nesená radlice ZRT 2600	příslušenství JD
31	kartáč zametací KMT 2300	příslušenství JD
32	sněhová radlice RS-6000	příslušenství T-815
33	sněhová radlice RS-3500	příslušenství T-148
34	motorové ojítko	JET 1800
35	Bucher City Cat 2000	zametací stroj
36	maringotka	
37	vibrační deska	DINAPAC 95 KG
38	lesní fréza	
39	mulčovací traktor	Crossjet 4x4
40	dvouplášťová skladovací nádrž	7000l s výdejním stojanem
41	Get Jet 1800	letištní tahač
42	Hardi Navigator	postřikovač
43	Hunert	návěs-cisterna
44	DAF 1600	tahač cisterny
45	Nakládací pás Beltloader NBL 587	nakládací pás
46	Použité elektrické schody SPT104	elektrické schody
47	Saab 9-5 vč. měřiče tření SARSYS	osobní se zabudovaným měřičem tření
48	startovací zdroj GPU Houchin C 490	přívěs
49	Mulčovací zařízení čelně nesené HUM	příslušenství

č.	RZ	značka	č. TP	druh dle TP	rok výroby
1	C010276	JOHN DEERE	ZA134665	traktor	2006
2	3C36030	Škoda Fabia Combi	UB628249	osobní	2006
3	2C93868	VW Transporter	UB246112	dodávka	2006
4	2C90000	Škoda Octavia	UB229960	osobní	2006
5	3C88877	Škoda Octavia	UC196022	osobní	2007
6	2C93867	ARO 328 TD	UB257335	nákladní	2006
7	C015142	Nissan 25	ZA145925	prac. stroj	2007
8	2C50066	AGADOS	UB318994	přívěs	2006
9	3C39046	AGADOS	UB645929	přívěs	2005
10	3C90115	VW Transporter	BA024742	nákladní	2003
11	3C90116	VW Caddy	UC353202	osobní	2007
12	C013603	JOHN DEERE	ZA152060	traktor	2008
13	3C39670	Tatra 148 CAS-32-T	UC180425	nákladní	1981
14	3C77966	Podlešák T700	UC902613	přívěs	2008
15	4C54003	Renault Kangoo	UC878868	nákladní	2007
16	3C93056	Tatra T 815	UC879272	nákladní	1995
17	4C5236	Jawa Robby	UD262522	motocykl	2009
18	2C49807	Kaldo AP 600/220	BF729096	přívěs	2006
19	5C05555	Škoda Superb	UD692774	osobní	2009
20	5C05799	VW Crafter	UD627025	osobní	2009
21	5C29593	Peugeot Expert	UD632993	nákladní	2005
22	5C30000	Scania	UD955877	speciální požární	2010
23	5C31000	Škoda Octavia	UE206070	osobní	2010
24	5C85555	M-B U 500 Unimog	UE114073	nákladní	2012
25	6C55559	VW Transporter	UF710873	nákladní	2013
26	7C27777	Škoda Superb	UG705603	osobní	2015
27	7C60150	Dacia Duster	UI213051	osobní	2017
28	8C28357	Maro	UI223216	přívěs	2018
29	3SP6209	Ford Transit 350EF	UI067556	nákladní	2013
30	8C37037	Škoda Rapid	UJ197333	osobní	2018
31	8C09113	VW Caddy	UI715037	osobní	2018

50	Magnetická metla	příslušenství
51	Multikar M25, 4x4	příslušenství
52	startovací zdroj GPU Houchin 4400+KABELY	
53	SCHOÖLING Č. 3	letištní zametač
54	TAŽNÉ OJE PRO LETADLA +HLAVY	
55	TRAKTOR TRAVNÍ ISEKI SXG32	
56	KřovinořezH545RX	
57	Motorová pila HUSQARNA 550XP	
58	Čerpadlo65-KDFU-130- 10	
59	Samonosný nosič náradí Berti	
60	cisterna, VČ 26772	