

Dodatek č. 8 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

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

uzavírají následující dodatek k pojistné smlouvě

o pojištění odpovědnosti za škodu způsobenou provozem letiště.

Pojistná smlouva č. 400 020 587 ve znění dodatku č. 8 ze dne 20.10.2012 je úplným zněním s účinností od 22.10.2012.

**Všeobecné
pojistné
podmínky:**

Pojištění se řídí zákonem č. 37/2004 Sb., o pojistné smlouvě a o změně souvisejících zákonů a Všeobecnými pojistnými podmínkami pro pojištění odpovědnosti za škodu způsobenou provozní činností a vadou výrobku OSPP-02 vydanými s platností od 1. srpna 2006 (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

**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.

**Územní
platnost:**

Česká republika

**Rozsah
pojištění:**

Odpovědnost za škodu způsobenou provozní činností dle článku 2, odst. 1) až 4) 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.

Sanctions / embargoes

This Policy does not provide any cover or benefit for any business or activity to the extent that

(i) such cover or benefit and/or

(ii) such business or activity

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.

**Sjednaná
pojistná
částka:**

750 000 000,-- CZK pro jednu a všechny pojistné události vzniklé během jednoho pojistného období (celková pojistná částka)

Spoluúčast:

137 900,-- Kč pro každou pojistnou událost

Datum účinnosti změny:
22.10.2012; 0,00 hod.

Konec pojištění:
22.10.2013; 0,00 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.

Pojistník prohlašuje, že byl před uzavřením této pojistné smlouvy seznámen s pojistnými podmínkami platnými pro tuto pojistnou smlouvu i s Arielem a doložkami, jež jsou přiloženy v originálním anglickém znění, což potvrzuje svým níže uvedeným podpisem.

**Jednorázové
pojistné:**

451 250,-- Kč

**Splatnost
pojistného:**

Výše uvedené pojistné je splatné v následujících splátkách a termínech:

splátka:

datum splatnosti:

1. splátka 225 625,--Kč

15.11.2012

2. splátka 225 625,--Kč

22.04.2013

na účet:

Allianz pojišťovna, a. s., Ke Štvanici 656/3, 186 00 Praha 8, Česká republika
UniCredit Bank Czech Republic, 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.

Příloha:

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

V Praze dne 20.10.2012


Pojistník


přítel
Ivo Brodský, Václav Janda
oddělení pojištění mezinárodních zákazníků

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

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

AVN 38B 22.7.96

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 order 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.

2488 AGM 0003

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.