



TRANSLATION OF INSURANCE TERMS AND CONDITIONS OF ACCIDENT INSURANCE

ÚRAZ 2/16 (ACCIDENT 2/16)

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Contents:

SECTION A	JOINT PROVISIONS
SECTION B	ACCIDENTAL DEATH INSURANCE
SECTION C	MOTOR VEHICLE ACCIDENTAL DEATH INSURANCE
SECTION D	INSURANCE OF THE PERMANENT EFFECTS OF AN ACCIDENT
SECTION E	ACCIDENT DISABILITY INSURANCE
SECTION F	INSURANCE OF BODILY DAMAGE CAUSED BY AN ACCIDENT
SECTION G	INSURANCE OF DAILY COMPENSATION FOR THE NECESSARY TREATMENT PERIOD FOLLOWING AN ACCIDENT
SECTION F	INSURANCE OF HOSPITALISATION AS A RESULT OF AN ACCIDENT

SECTION A

JOINT PROVISIONS

Article 1

Introductory provisions

1. The rights and obligations of the parties to the **accident insurance** (hereinafter the "insurance") is governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Code"), these Insurance Terms and Conditions, the provisions contained in the insurance policy and its annexes and in other documents which make up an integral part thereof.
2. Arrangements in the insurance policy that deviate from the Code or these Insurance Terms and Conditions shall prevail.
3. The contracting parties are, on the one hand, the policyholder and, on the other hand, the insurer.

Article 2

Definition of terms

The following definitions of terms shall apply for the purposes of this insurance:

1. A **current premium** is the premium set for the insurance period.
2. The **duration of the insurance** is the actual period of time within the agreed term of insurance for which the Insurance was in effect.
3. A **traffic accident** is an event that happens in traffic on roads, such as an accident or a collision, which occurred or was initiated on a road and during which the insured person was killed or injured in direct connection with the operation of a moving vehicle.
4. **Hospitalisation** is understood to mean the state of the insured person caused by an accident, when he/she has received necessary (from a medical standpoint) hospital-based diagnosis and treatment associated with his/her bed stay.

5. **One hospitalisation day** is every full 24 hours of continuous stay in hospital.
6. **One insured event** is an insured event arising from the insurance of one person and from one and the same cause, at the same place and the same time, comprising all the facts and their consequences, amongst which there is a causal, territorial, chronological or other direct connection.
7. A **period** given in days is always understood to be the number of calendar days.
8. A **motor vehicle** is a non-rail vehicle propelled by its own propulsion unit and approved for on-road use.
9. A **random event** is an event that is possible and in respect of which it is uncertain whether it will even occur within the duration of the insurance, or the time of its occurrence is unknown.
10. A **beneficiary** is a party designated by the policyholder in the insurance policy entitled to an insurance benefit in the event of the death of the insured person.
11. **Agreed sum insurance** is insurance whose purpose is the payment of an agreed sum, i.e. an agreed financial amount, as a consequence of an insured event in an amount that is independent of the occurrence or extent of the damage.
12. An **entitled party** is a party with a right to an insurance benefit as a result of an insured event.
13. An **insurance certificate** is written confirmation that an insurance policy has been concluded, which the insurer issues to the policyholder.
14. The **term of insurance** is the period for which the insurance was agreed. This period is not reduced by the premature expiration of the Insurance.
15. An **insured event** is an accidental state of affairs brought about by the insured peril, associated with the establishment of an obligation on the part of the insurer to provide an insurance benefit.
16. An **insured peril** is the possible cause of an insured event (hereinafter the "cause"). An insured peril does not cease due to the insured person's absence at the place of insurance.
17. The **insured period** is the period of time agreed in the insurance policy in respect of which the premium was paid. The first day of the first insured period is the date of the commencement of the term of insurance.
18. An **insurance hazard** is a measure of the probability of the occurrence of the insured event caused by an insured peril.
19. The **policyholder** is the party which has concluded the insurance policy with the insurer.
20. The **insurer** is a legal entity entitled to carry on insurance activity according to special legislation.
21. The **insured** (or also the insured person) is a person in respect to whose life or health the insurance relates.
22. An **occupation** is understood to mean the work activity undertaken. Should the insured person perform multiple work activities, the riskiest work activity in terms of probability of injury shall, for the purposes of this insurance, be the decisive work activity.
23. **Professional sporting activity** is an activity performed under an employment or similar relationship which is the main source of the sportsperson's income.
24. A **loss event** is an event resulting in damage which may constitute grounds for the establishment of a right to an insurance benefit.
25. **Bodily damage** is understood to mean damage of part of the body, organ or limb of the insured person as a consequence of an accident, regardless of whether the damage is temporary or permanent.
26. **Permanent physical damage (permanent consequences)** is understood to mean damage to the health of the insured person caused by an accident, that is constant over time, i.e. permanent damage of physical functions or loss thereof.
27. The **parties to the insurance** are the insurer and the policyholder, as the contracting parties, as well as the insured person and every other person to whom a right or obligation arose under the private insurance.
28. An **accident** is understood for the purpose of this Insurance to be the unexpected and sudden action of external forces or one's own strength independent of the insured person's will, which resulted in damage to the insured person's health or his death. An accident is deemed to occur the moment that the external forces or influences damaging the health or causing the death of the insured person came to bear. An accident is also understood to be near-drowning, drowning and bodily damage caused by high or low temperatures, lightning, radiation, electrical current, gases or vapours, toxic or corrosive substances, including work accidents, with the exception of the regularly repeating action of all of the above.
29. An **interested party** is a party interested in concluding an insurance policy with the insurer.

Article 3

Purpose and subject of the insurance

1. In the event of the occurrence of an insured event the insurer shall provide the entitled party with a lump-sum insurance benefit in the agreed amount.
2. The entitled party is stipulated in the other sections for individual types of insurance.
3. The subject of the insurance is the life and health of the insured person.
4. The insurance is concluded as agreed sum insurance.

Article 4

Extent and place of insurance

1. The extent of the agreed insurance is determined by the Insurance Terms and Conditions and the electable parameters stipulated in the insurance policy. These parameters are elected by the policyholder upon concluding the insurance policy based on knowledge of the insured persons' needs.
2. The insurance is effective in the agreed place of insurance, which is the **territory of all the states of the world**.
3. The following types of insurance may be taken out:
 - a) Accidental Death Insurance,
 - b) Motor Vehicle Accidental Insurance,

Extent and due date of the insurance benefit

- c) Insurance of the Permanent Effects of an Accident,
- d) Accident Disability Insurance,
- e) Insurance of Physical Damage Caused by an Accident
- f) Insurance of Daily Compensation for the Necessary Treatment Period following an Accident,
- g) Insurance of Hospitalisation as a Result of an Accident.
4. The policyholder shall elect which types of cover shall be taken out, the upper limit of the insurance benefit, the insured period, the riskiest occupation of the insured person at the time of the insurance policy being concluded, the method of rendering the insurance benefit, shall, with the consent of the insured, appoint the Beneficiaries and elect any supplementary insurance covering activities and sports performed by the insured during the term of insurance.
5. **Supplementary Insurance of Activities and Sports** (hereinafter the "Supplementary Insurance"):
- All of the types of insurance taken out shall also be effective during the preparation and performance of activities and sports (regardless of their degree of organisation), only if the corresponding Supplementary Insurance has been concluded for them. **The activities and sports calling for the conclusion of Supplementary Insurance** are stipulated in the column of the same name contained in the annex titled "List of Activities and Sports" (hereinafter the "List"), which is an integral part of the insurance policy and the designation of which is stipulated at the head of the insurance policy. This List also stipulates the **activities and sports not requiring Supplementary Insurance to be taken out** as well as **uninsurable activities and sports**.
- The insurance policy sets out the extent to which the Supplementary Insurance is taken out.
- a) If Supplementary Insurance for activities and sports is "**Not Taken Out**", the insurance covers the conducting of recreational and relaxation activities and sports stipulated in the List as **Activities and Sports Not Requiring Supplementary Insurance to be Taken Out**.
- b) If Supplementary Insurance of "**Hazardous Activities and Sports**" is taken out, the insurance also covers, in addition to the activities listed under letter a) of this article, the conducting of activities and sports stipulated in the List as **Hazardous Activities and Sports Requiring Supplementary Insurance to be Taken Out**.
- c) If the Supplementary Insurance of "**Extreme Activities and Sports**", the insurance also covers, in addition to the activities listed under letters a) and b) of this article, the conducting of activities and sports stipulated in the List as **Extreme Activities and Sports Requiring the Taking Out of Supplementary Insurance**.
- d) Regardless of the Supplementary Insurance taken out, the insurance does not cover the conducting of activities and sports stipulated in the List as **Uninsurable Activities and Sports**.
6. The insurance covers professional sporting activity only if the occupation of the insured as a "**Professional Sportsperson**" is agreed, regardless of the Supplementary Insurance taken out.
1. The insurer shall provide an insurance benefit to the extent contractually agreed as at the date of the loss event occurring.
2. The amount and extent of the insurance benefit is determined by the insurer in accordance with the Insurance Terms and Conditions.
3. The provision of an insurance benefit is conditional on the occurrence of an insured event and the meeting of all the conditions and obligations ensuing from the insurance policy and parts thereof, namely the payment of the premium.
4. The insurance benefit is paid by the insurer to the entitled party in the manner stipulated in the other sections for individual types of insurance.
5. Unless otherwise agreed by the contracting parties, the financial performance shall be payable in the currency of the Czech Republic and its territory and the insurer shall pay it to the person authorised to accept this financial performance by way of a transfer to this person's bank account or by postal order to his/her name and address.
6. If the insured person was entitled to receive financial performance that he did/she not receive whilst alive, this unpaid insurance benefit shall become the subject of inheritance proceedings.
7. The insurance benefit has an upper limit. The upper limit for the insurance benefit for individual types of insurance is stipulated in the insurance policy.
8. An insurance benefit is payable within 15 days from the end of investigations of the notified event, with which the claim for the insurance benefit is connected. The investigations conclude upon the reporting of its results to the person who exercised the right to the insurance benefit.
9. If it is not possible to conclude the investigations necessary to ascertain the insured event, the extent of the insurance benefit or to ascertain the person entitled to receive the insurance benefit within three months of the notification date, the insurer shall inform the notifying party why the investigations cannot be concluded; if requested by the notifying party, the insurer shall inform the notifying party of the reasons in writing. The insurer shall provide the person who exercised the right to the insurance benefit with a reasonable advance on the basis of this person's request for the insurance benefit; this shall not apply if there are reasonable grounds to deny the provision of such an advance.
10. The insurer is entitled to reduce the insurance benefit:
- a) if a lower premium was agreed as a consequence of a breach of a duty of the policyholder or the insured person when negotiating the conclusion of the policy or its amendment, the insurer shall be entitled to reduce the insurance benefit by an amount equal to the ratio of the premium it received to the premium it ought to have received,
- b) if the breach of the obligation of the policyholder, the insured person or another party entitled to the insurance benefit had a material effect on the occurrence of the insured event, its course, on increasing the extent of its consequences or on ascertaining or determining the amount of the insurance benefit, the insurer shall be entitled to reduce the insurance benefit proportionally to the effect that this breach had on the extent of its duty to render performance,
- c) in the event of the thwarting of the passing of the right to the insurer pursuant to Article 21 of this section,
- d) if it paid the insurance benefit in the unreduced amount and has subsequently become entitled to reduce the insurance benefit. The insurer is entitled to exercise a claim to the difference between the paid-out and the reduced insurance benefit from the person in whose favour it was paid,
- e) if the insured performed an occupation different to that stated in the insurance policy at the time of the accident occurring, and this change had not been notified to the insurer and would have resulted in an increase in the insurance hazard, the insurer shall reduce the insurance benefit by an amount equal to the ratio of the premium it received to the premium it ought to have received.
11. The insurer is entitled to reduce the insurance benefit by as much as one half, if the accident occurred as a consequence of the damaged party used alcohol or another addictive substance or preparation containing such a substance, if justified by the circumstances under which the accident occurred. However, if such an accident resulted in the death of the damaged party, the insurer shall be entitled to reduce the insurance benefit only if the accident occurred in connection with an act of the damaged party by which he/she caused another person serious bodily injury or death.
- The insurer shall not have the above entitlement, if the alcohol or addictive substance was contained in medicine used by the insured in a manner as prescribed to him/her by a doctor, assuming that the insured had not been warned by the doctor or the manufacturer of the said medicine that the activity that caused the accident cannot be undertaken at the time of the medicine being active in his/her body.
12. The insurer may refuse to provide the insurance benefit if the insured event was caused by a fact
- a) of which it learned only after the occurrence of the insured event,
- b) which it was unable to ascertain during the conclusion of the policy or its amendment as a consequence of the culpable breach of the obligation stipulated in paragraph 1 or 2 of Article 18 of this section,
- c) the awareness of which at the time of the conclusion of the insurance policy would result in it not concluding it or concluding it under different terms and conditions.
13. The insurer may also refuse to provide the insurance benefit if, when exercising its right to benefits under the Insurance, the entitled party knowingly gave false or grossly distorted information pertaining to the extent of the insured event or withheld material information pertaining to this insured event.
14. The insurer is entitled to refuse to provide the insurance benefit if the accident of the insured occurred in connection with conduct for which the insured has been found guilty of a deliberate criminal act, or by which he/she has deliberately harmed his/her health.
15. The insurer is entitled to deduct any outstanding premiums or other outstanding receivables under the insurance from the insurance benefit.
16. A more detailed extent of the insurance benefit for individual types of insurance is stipulated in the other sections.

Article 6

Immobilisation

1. The insurance benefit may, at the request of the policyholder and with the written consent of the insured, be immobilised in favour of a third party referred to in the insurance policy as the immobilisation payee. During the effective period of the immobilisation the insurer shall provide the insurance benefit specified in the immobilisation agreement to the immobilisation payee, unless this party gives consent for the payment to be made to the entitled party. The immobilisation takes effect on the date that the insurer and the policyholder agree on the immobilisation. The immobilisation agreement becomes part of the insurance policy.
2. The immobilisation agreement may be amended at the request of the policyholder, subject to the written consent of the insured and the immobilisation payee.
3. The immobilisation may only be cancelled with the immobilisation payee's consent. The cancellation of an immobilisation takes force on the date on which the insurer receives the immobilisation payee's written consent with the cancellation of the immobilisation, at the earliest.
4. The insurer is obliged to keep the immobilisation payee informed during the effective period of the immobilisation of the termination of the insurance, of non-payment of the premium and of the establishment of claim for fulfilment.
5. The insurer shall meet its obligation towards the entitled party by providing the insurance benefit to the immobilisation payee.

Article 7

Beneficiary

1. If the insured event constitutes the death of the insured, the policyholder may appoint a beneficiary as the entitled party by way of naming this person or designating the relationship that this person has to the insured. The policyholder may change the name of the beneficiary until the occurrence of the insured event. A change in the beneficiary shall take effect on the date of the notification of such a change being served to the insurer.
2. If the policyholder is a party distinct to the insured, he/she may appoint or change the beneficiary only upon the written consent of the insured.
3. If the policyholder concludes an insurance policy in favour of a beneficiary, the conclusion of such an insurance policy requires the consent of the insured, or the legal representative of such a person, unless the policyholder performs the role of the insured's legal representative. The consent of the insured or the legal representative is likewise required in the event of a change in the beneficiary or a change in the participation interests in the insurance benefit, in the event of the appointment of multiple Beneficiaries.

Article 8

Exclusions from the insurance

An insured event does not include the following events:

1. Accidents arising outside the duration of the insurance,
2. Events that were or could have been known to the policyholder or the insured or the entitled party at the conclusion of the insurance policy,
3. Events arising whilst preparing for and conducting activities and sports in respect of which the corresponding insurance was not taken out to the extent of Article 4 of this section,

4. Events arising whilst preparing for and conducting activities and sports stipulated in the List as Uninsurable Activities and Sports,
5. Events that the insured person brought about intentionally (including suicide or attempted suicide) or which were caused by the intentional conduct of the policyholder or the entitled party,
6. Events that were caused to the insured person by another person at the instigation of the insured person, the policyholder or the entitled party,
7. Events that have occurred in an area designated as a war zone or as an area that is otherwise dangerous to life and health by a state administration body, or that such a body has advised people not to travel to or stay in this area, if the journey or stay commenced or the insurance policy was taken out after this announcement was made,
8. Events that have occurred as a consequence of or in connection with:
 - the effects of released nuclear energy, or of chemical or biological weapons,
 - wartime events or civil war,
 - acts of violence (including civil disturbances and terrorist activities), in which the insured person took an active part,
9. When the insured failed to undergo medical treatment or control at the time specified by the attending doctor or failed to follow the instructions given by the attending doctor.

Article 9

Insurable interest

1. Insurable interest is a legitimate need for protection from the consequences of the insured event. It is understood that the policyholder also has an insurable interest in the life and health of another person, if he/she demonstrates an interest conditional on his/her relationship to this person, whether resulting from a family relationship or being conditional on the benefit or advantage he/she gains from a continuation of this person's life or preservation of this person's health.
3. If the insured person consented to the insurance, it is understood that the policyholder's insurable interest was demonstrated.
4. The insurance policy shall be invalid if the interested party did not have an insurable interest and the insurer knew or ought to have known this when concluding the insurance policy.
5. The insurance policy shall be invalid if the policyholder has knowingly insured a non-existent insurable interest, but the insurer did not or could not have known this; however, the insurer shall be entitled to remuneration corresponding to the premiums earned until the time it had learned of the insurance policy being invalid.
6. The insurable interest does not terminate upon the taking up of similar private insurance or for reason of plain disinterest.
7. The termination of the insurable interest must always be proven to the insurer.

Article 10

Group insurance

1. Group insurance is insurance pertaining to a group of insured persons, as further defined in the insurance policy, whose identity need not be known at the time of the insurance policy being concluded.
2. If the insurance covers members of a certain group, the insurance policy need not specify the names of the insured persons, on the condition that the insured persons can be identified beyond doubt at least at the time of the insured event.

3. In the case of group insurance, a breach of the duty to give truthful and complete answers to the insurer's questions only impacts the insurance of those persons to whom a breach of this duty applies.

Article 11

Conclusion of the insurance policy

1. The insurance policy is concluded upon acceptance of the insurer's offer. The offer is accepted upon its signing by the contracting parties, unless another manner of acceptance is expressly stated therein. If the policyholder accepted the offer by way of a timely payment of the premium, it shall be deemed that the requirement for the insurance policy to be in writing has been duly observed.
2. The insurance policy is concluded for a definite time period.
3. Also an integral part of the insurance policy, apart from the Insurance Terms and Conditions, are all the agreements, supplements and annexes to the insurance policy (e.g. valuation tables, list of activities and sports), as well as all documents setting out the terms and conditions of the establishment, duration, amendments and expiry of the insurance (e.g. applications, questionnaires, protocols, medical examinations and check-ups, testimonies, records of the course of concluding the insurance, the insurer's information for the interested party on the conclusion of the insurance policy).

Article 12

Establishment and duration of the insurance term of insurance

1. The Insurance is concluded for a fixed term of insurance from the start of the term of insurance to the end of the term of insurance.
2. The term of insurance and the insured period are agreed in the insurance policy.
3. The insurance commences at 0:00 hours on the day agreed as the start of the term of insurance, but no earlier than on the date following the payment of the insurance premium.
4. The insurance lasts from its commencement until the actual expiry of the insurance.
5. The insurance cannot be suspended for reason of the non-payment of the premium.

Article 13

Amendments to and termination of the insurance policy. Expiry of the insurance.

1. All amendments to the insurance policy are made in writing upon the mutual agreement of the contracting parties.
2. The insurance expires upon the lapsing of the term of insurance, i.e. at 24:00 hours on the day agreed as the end of the term of insurance.
3. The insurance expires on the basis of a termination notice submitted by the insurer or the policyholder as at the end of the insured period; if the termination notice is served to the other contracting party later than six weeks prior to the expiry of the insured period, the insurance shall expire at the end of the subsequent insured period.
4. The insurance expires upon the termination of the insurable interest, on the date when the insured person dies or on the date when the insurer's notification of the refusal to provide the insurance benefit is received.
5. The insurer or the policyholder may terminate the insurance in writing:

- a) within two months of the conclusion of the insurance policy. An eight-day notice period shall commence running upon the serving of the termination notice, with the insurance expiring upon the passing of this period. If the insurance expires on the basis of a termination notice submitted by the policyholder, the insurer shall be entitled to compensation equal to the costs incurred by the insurer associated with the establishment and administration of the Insurance,
 - b) within three months of the serving of the notification of the occurrence of the insured event. A one-month notice period shall commence running upon the serving of the termination, with the insurance expiring upon the passing of this period. If the insurance expires on the basis of a termination notice submitted by the policyholder, the insurer shall be entitled to compensation equal to the costs incurred by the insurer associated with the establishment and administration of the Insurance.
6. The policyholder may, subject to an eight-day notice period, terminate the insurance:
- a) within two months of learning that the insurer applied a viewpoint contrary to the principle of equal treatment in determining the amount of the premium or for calculating the insurance benefit,
 - b) within one month of receiving notice of the transfer of the insurance portfolio or part thereof or the transformation of the insurer,
 - c) within one month of the publishing of the notification that the licence enabling the insurer to carry on its insurance business has been withdrawn.
7. If the policyholder or the insured person breaches, whether intentionally or through negligence, the duty stipulated in paragraph 1 or 2 of Article 18 of this section, the insurer shall be entitled to withdraw from the insurance policy if it can prove that it would not have concluded the insurance policy had the questions been answered truthfully and completely. The policyholder shall be entitled to withdraw from the insurance policy if the insurer breached the duty stipulated in paragraph 8 or 9 of Article 15 of this section. The right to withdraw from the insurance policy shall expire if not exercised by a party within two months of the day that this party had learned or must have learned of a breach of the duty stipulated in paragraph 1 or 2 of Article 18 or in paragraph 8 or 9 of Article 15 of this section.
8. If an insurance policy was concluded by means of a remote transaction, the policyholder shall be entitled to withdraw from the policy, without being required to provide any justification, within a period of 14 days from its conclusion or from the date on which the Insurance Terms and Conditions were communicated to him/her, if such communication first occurs only upon his/her request after the conclusion of the policy.
9. An insurance policy may, in exceptional cases, be terminated by a written agreement of the contracting parties under the agreed conditions.
10. An insurance policy may only be assigned with the insurer's consent.
11. If Insurance of a third party's insured peril is concluded, then the insured person shall take the place of the policyholder on the date of the policyholder's death or the date of it being wound up without a legal successor; however, if the insured person gives written notice to the insurer within 30 days of the policyholder's death or

winding up that it/he/she is not interested in the insurance, the insurance shall expire upon the death of the policyholder or its wind-up. The effects of a delay shall not impact the insured person before the expiration of 15 days from the date on which the insured person had learned of his/her entry into the insurance. However, if there is more than one insured person, the insurance of all such parties shall terminate upon the expiry of the period in respect of which a premium was paid.

12. If the insurer issues the policyholder with a notice reminding it to pay the premium and instructs, as part of the reminder notice, that the insurance shall expire if the premium is not paid during the additional period, the insurance shall expire upon the futile passing of this period.

13. The insurance policy terminates upon the expiry of the insurance of all the persons covered.

Article 14

Premium

1. The premium is the consideration for the insurance cover provided. The amount of the premium is determined by the insurer. This is a current premium.
2. The premium is payable on the first day of the insured period in the currency and the amount stated in the insurance policy.
3. The premium shall be considered as duly paid if demonstrably received in full by the insurer's agent or credited to the insurer's bank account.
4. The insurer is entitled to the premium for the entire duration of the insurance. The insurer acquires this right on the date on which the insurance policy is concluded.
5. If the Insurance is terminated as a consequence of an insured event, the insurer shall be entitled to the premium up to the end of the insured period during which the insured event occurred.
6. If the insurance policy is terminated by agreement before the date of the commencement of the Insurance, the insurer shall return all premiums received to the policyholder minus the costs associated with the establishment and administration of the Insurance, upon the return of all documents confirming the validity of the Insurance.
7. The insurer is entitled to a premium until the time it learned of the expiry of the insurable interest.
8. If the policyholder withdraws from the insurance policy, the insurer shall return the premiums received to the policyholder within 30 days of the date of the withdrawal taking effect, less any insurance benefits it may have paid under the Insurance; if the insurer withdraws from the insurance policy, it shall be entitled to also set off the costs associated with the establishment and administration of the Insurance. If the insurer withdraws from the Insurance, the policyholder, the insured person or another party who had already received an insurance benefit shall reimburse the insurer within this same time period the amount of the insurance benefit received that is surplus to the premiums received.
9. If the policyholder withdraws from the insurance policy according to Article 13(8) of this section, the insurer shall return the premiums received to the policyholder without undue delay, but not later than 30 days from the date of the withdrawal taking effect; in so doing, the insurer shall be entitled to deduct any insurance benefit it had already paid under the Insurance. However, if the amount of the insurance benefit paid exceeds the amount of premiums received, the policyholder, or the insured person or the beneficiary in the event

of the insured person's death, as the case may be, shall be obliged to provide the insurer the amount of the insurance benefit paid that is surplus to the premiums received.

10. The insurer will set off its outstanding premiums in the order in which they were created rather than in the order in which reminder letters were sent.

Article 15

Rights and obligations of the insurer

1. The insurer is entitled to verify documents submitted to it, to demand the submission of expert reports compiled by specialists or to consult complicated loss events with healthcare facilities or other competent entities, even abroad.
2. The insurer shall issue the insurance certificate to the policyholder after the conclusion of the insurance policy and payment of the premium.
3. If the event of the loss, damage or destruction of a valid insurance certificate, the insurer shall issue a duplicate thereof to the policyholder at the policyholder's request; the same applies to the issue of a copy of the insurance policy concluded in writing.
4. The insurer shall disclose to the interested party information about the insurer and about the insurance to be taken out prior to the conclusion of the insurance policy.
5. The insurer is also obliged to accept the payment of outstanding premiums and other outstanding receivables under the insurance from the policyholder's pledgee, the entitled party or from the insured person.
6. Within the duration of the insurance, the insurer shall provide information to the policyholder at his/her address stipulated in the insurance policy or via the insurer's web site. If the correspondence address is different from the address of the registered office or the residential address, then it is designated as the correspondence address. The address may also be an address designated for electronic communication.
7. The insurer shall not return originals of the documents. If the insurer is not obliged to provide an insurance benefit, it shall return the originals of the documents upon request.
8. If, upon concluding the insurance policy, the insurer ought to be aware of the inconsistencies between the insurance being offered and the interested party's requirements, it shall alert the interested party of them. In so doing, the circumstances and the manner in which the insurance policy is concluded, as well as whether the other contracting party is being assisted in the conclusion of the policy by an agent independent of the insurer, shall be taken into account.
9. If, whilst negotiating the conclusion of the insurance policy, the interested party asks the insured in writing or if, whilst negotiating an amendment to the insurance policy, the policyholder asks the insurer in writing about facts pertaining to the insurance, the insurer shall answer these questions truthfully and completely.
10. If the policyholder asks the insurer in writing to provide him/her with information that is material for rendering benefits under the policy, the insurer shall provide such information in writing without undue delay.

Article 16

Obligations of the policyholder

The policyholder has the following obligations:

1. To pay the premium to the insurer.

2. To familiarise all the insured persons of the contents of the insurance policy in a timely manner, including parts thereof, and to provide them with all the materials and information which it has received on their behalf from the insurer.
3. To inform the insurer without undue delay of a change in correspondence address.
4. If the policyholder is also the insured person, all the obligations of the insured person shall apply to the policyholder as well.

Article 17

Obligations of the insured person

The insured person has the following obligations:

1. To do everything to avert the occurrence of an insured event and to reduce the extent of their consequences,
2. To release the healthcare provider in writing, at the request of the insurer, from its obligation to maintain confidentiality and provide the insurer with written authorisation to obtain information from healthcare staff which is subject to the obligation to maintain confidentiality and which is required for the insurer's investigations if any loss event has occurred,
3. To undertake treatment or the necessary medical check-up by the doctor appointed by the insurer,
4. To always undergo medical treatment or control at the time specified by the attending doctor,
5. To always follow the instructions given by the attending doctor and abide by the treatment regime prescribed by this doctor,
6. To abide by the safety measures for the duration of the insurance,
7. To use the suitable protective aids and equipment required for the safest possible execution of all the activities performed,
8. To hold the appropriate valid licence for carrying out all the activities performed at the place of insurance,
9. To arrange for proper supervision or escort, should this be usual practice as far as the performed activity is concerned,
10. To refrain from standing in places designated as inappropriate by a promoter or organiser,
11. To comply with the legislation in force at the place of his stay,
12. To seek out medical treatment, should the need arise.

Article 18

Other rights and obligations of the parties to the insurance

1. If the insurer asks the interested party in writing whilst negotiating the conclusion of the insurance policy or asks the policyholder in writing whilst negotiating the amendment of the insurance policy about facts that are relevant to the insurer's decision on evaluating the insurance hazard, whether it will insure them and under what conditions, the interested party or the policyholder shall answer these questions truthfully and completely. This obligation shall be deemed to have been duly met if nothing material had been concealed as part of the answer provided.
2. The provisions contained in paragraph 1 of this article regarding the duty of the policyholder shall also apply to the insured person.
3. Should an event occur with which the person considering himself to be an entitled party links his/her claim to an insurance benefit, he/she shall notify this fact to the insurer without undue delay, give the insurer a truthful explanation of the cause, the origin and the extent of the consequences of such an event; at the same

time, he/she shall also submit the required documents to the insurer and proceed in the manner agreed in the insurance policy. If this person is not simultaneously the policyholder or the insured person, the policyholder and the insured person shall also have these duties.

4. The same notification may be made by any person with a legal interest in the insurance benefit.
5. A notification made pursuant to paragraphs 3 and 4 of this article shall be deemed as duly received after the insurer:

I.) was notified of the event on a duly completed form of the insurer,

II.) was handed originals (unless stated otherwise hereinafter) of all the required documents or the documents requested by the insurer, in particular:

- a) the insured's medical documentation,
- b) also a police report or confirmation of the investigation of an accident, in the case of an insured event investigated by the police,
- c) also a copy of an official death certificate and a copy of a medical certificate describing the cause of death, in the case of the insured person's death,
- d) also a copy of the release report, in the case of the insured person being hospitalised in connection with the accident,
- e) also, in the event of exercising a claim for an insurance benefit in the case of permanent effects, a copy of the medical documentation concerning the course of the treatment and rehabilitation, including a copy of the medical report issued by the attending doctor after the stabilisation of the permanent effects of the injury.

Handover of documents to the insurer is deemed to constitute consent with the insurer reviewing the post-accident medical state. All documents must be made out in the name of the insured person and must contain the date of issue and also the signature and stamp of the issuer, if prescribed on the document.

6. The insurer shall commence investigations necessary to ascertain the existence and extent of its duty to perform without undue delay of the receipt of the notification under paragraph 5 of this article. The investigations conclude upon the reporting of its results to the person who exercised the claim to the insurance benefit; at the request of this person, the insurer shall justify the amount of the insurance benefit in writing, or the reason for this claim being refused, as the case may be.
7. If the notification contains knowingly false or grossly distorted material information pertaining to the extent of the notified event, or if information pertaining to this event has been knowingly concealed therein, the insurer shall be entitled to compensation for the costs it purposefully incurred in investigating the facts in regards to which this information was given to or concealed from him. It is understood that the demonstrable costs of the insurer were incurred purposefully.
8. If the policyholder, the insured person or another party exercising a claim to the insurance benefit causes investigation costs to be incurred or an increase therein by breaching a duty, the insurer shall be entitled to claim reasonable compensation from such a person.
9. The policyholder and the insured person are obliged:
 - a) to notify the insurer in writing at any time within the duration of the insurance of a change of any and all particulars contained in the insurance policy,

- b) to enable the insurer to conduct investigations into the causes of the loss event and the extent of their consequences and to co-operate with the insurer as required.
- c) to notify the insurer the details of all insurance policies valid at the time of the loss event occurring, the subject of which is the insurance of the same insured peril.

Article 19

Delivery of correspondence

1. Documents designated for the parties to the Insurance (hereinafter the "addressee") shall be delivered by the holder of a postal licence (hereinafter the "Post Office"), by ordinary or registered mail to the residential address or registered office stated in the insurance policy. Should the addressee give an address that is different to his residential address or registered office (hereinafter the "correspondence address"), delivery shall be made to this address, with the addressee not being able to claim that his actual his residential address or registered office is in another place.
2. Correspondence sent by mail is deemed to be delivered on the third business day following dispatch. Correspondence sent to an addressee by registered mail with a delivery slip is deemed to be delivered on the date of receipt stated on the delivery slip.
3. Correspondence sent to an email address is deemed to be delivered on the date that it was delivered to the email box of the addressee; in the event of doubts, it shall be understood that it was delivered on the date that it was sent by the sender.
4. Correspondence sent to a data mailbox is deemed to be delivered the moment that this data mailbox is logged on by the person who, in view of the extent of his/her authority, has access to the correspondence.
5. Documents of the parties to the Insurance may also be delivered via an employee of the Insurer or by other parties authorised by the Insurer; in these cases the document is deemed to be delivered on the date it is accepted.
6. If the addressee deliberately thwarts the delivery of a document, it shall be deemed to have been duly delivered on the day that its receipt was thwarted by the addressee.
7. If the addressee thwarts the receipt of correspondence in another manner, e.g. by failing to take delivery of this correspondence or by failing to mark his/her/its letter box by his/her first name and surname or company name, it shall be deemed to have been duly delivered on the date on which it was returned to the insurer.
8. The Insurer's or Policyholder's place of delivery is the address stated in the insurance policy.

Article 20

Rescue costs

1. If the policyholder purposefully incurs costs to avert the immediate threat of an insured event or to mitigate the consequences of an insured event that has already occurred, it/he/she shall be entitled to compensation for these costs from the insurer, as well as compensation for the loss suffered by the policyholder in connection with this activity.
2. Compensation for rescue costs incurred in order to save the lives or the health of persons is limited to 30% of the agreed sum insured or insurance benefit limit. The amount of compensation for other rescue costs for the Period of Validity of the

- insurance policy is limited to CZK 100,000, with the exception of costs incurred by the policyholder with the insurer's consent.
3. Compensation for rescue costs is outside of the framework of the agreed insurance benefit.
 4. If the insured person or another person incurred rescue costs in excess of the framework of duties stipulated by law, they shall have the same right to compensation against the insurer as the policyholder.

Article 21

Assignment of rights to the insurer

1. If a person entitled to the insurance benefit, the insured or a person incurring rescue costs, became entitled to compensation from another party for a loss or another similar right in connection with an insured event which is imminent or has already occurred, this claim, including appurtenances, security and other rights connected therewith, shall pass to the insurer upon the payment of the insurance benefit, up to the amount of the benefits rendered by the insurer to the entitled party. The above shall not apply if this person became entitled to exercise this right against someone with whom he/she lives in a joint household or on whom he/she is dependent, unless he/she caused the insured event intentionally.
2. The person whose right passed to the insurer shall release the required documents to the insurer and disclose it all that is necessary in order to exercise the claim. Should this person thwart the passing of this right to the insurer, the insurer shall be entitled to reduce the benefits under the insurance by the amount it could otherwise have received. If the insurer has already rendered benefits, it shall be entitled to compensation up to this amount.
3. The entitled party is obliged to take measures to ensure that the right to compensation which passes to the insurer under the law does not expire or become statute-barred.
4. The entitled party must not enter into an agreement with a third party to relinquish a claim for compensation against this third party if such claims pass to the insurer.
5. The entitled party is obliged to confirm the assignment of rights to the insurer in writing upon the insurer's request.
6. If, in connection with the exercise of the claim, the insurer incurs additional costs due to the fault of the entitled party, then the insurer is entitled to require the entitled party to pay such costs.

Article 22

Final provisions

1. Representations and notifications with respect to the insurer are only valid if submitted in writing.
2. All communication shall be conducted in Czech.
3. A person with restricted legal capacity shall be represented by his/her guardian. It is understood that persons who have yet to attain full legal capacity act with the consent of their statutory representative or that this statutory representative acts on their behalf.
4. If payment is made in cash, the date of payment is the date the full amount is deposited in favour of the recipient. If the payment is not made in cash, the date of payment is the date the full amount is credited to the account of the recipient.
5. The insurer's costs associated with the establishment and administration of the sum insured to 20% of the unearned premium.

6. All disputes arising out of or in connection with this insurance, which are not resolved by agreement or in an out-of-court settlement, shall be resolved by a court in the Czech Republic having jurisdiction in the matter at hand in accordance with Czech law.

SECTION B

ACCIDENTAL DEATH INSURANCE

If, as part of the insurance policy, the insured has taken out **Accidental Death Insurance**(hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1

Insured event

With the exception of the agreed exclusions, an insured event is the death of the insured due to an accident occurring within the duration of the insurance, if the death of the insured occurred within three years of the accident, at the latest.

Article 2

Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with the lump-sum insurance benefit agreed in the insurance policy for this insurance.
2. The beneficiary is the entitled party.
3. If, at the time of the insured event, the beneficiary was not appointed or if the beneficiary did not attain the claim to an insurance benefit, this right shall be attained by the spouse of the insured or, if the insured does not have a spouse, by the insured's children.
4. In the event of the non-existence of the person stipulated in paragraph 3 of this article, the right to an insurance benefit shall be attained by the parents of the insured or, if the insured does not have parents, by the insured's heirs.
5. If several people acquire the right to an insurance benefit and their shares have not been determined, then it shall be understood that each of their shares are identical.
6. The insurer shall reduce the insurance benefit by the amount of benefits already paid out to the insured for the permanent effects of an accident that resulted in the death of the insured. If the insurance benefit already paid out by the insurer for the permanent effects of this Injury is higher than the sum insured agreed for the event of accidental death, the insurer shall not be entitled to demand the return of the difference between these two benefit amounts.
7. If the policyholder appointed his/her spouse as the beneficiary and if agreed in the insurance policy that this appointment is irrevocable, the effects of this appointment shall empire upon the divorce of the marriage or upon the annulment of the marriage.
8. The beneficiary shall attain a right to the insurance benefit upon the occurrence of the insured event. Until such time as the beneficiary attains this right, the policyholder may dispose with the rights ensuing from the insurance, namely to pledge or assign them, as well as to change the identity of the beneficiary.

SECTION C

MOTOR VEHICLE ACCIDENTAL DEATH INSURANCE

If, as part of the insurance policy, the insured has taken out **Motor Vehicle Accident Death Insurance** (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1

Insured event

With the exception of the agreed exclusions, an insured event is the death of the insured due to an accident occurring during a traffic accident on a motor vehicle taking place within the duration of the insurance, if the death of the insured occurred within three years of the accident, at the latest.

Article 2

Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with the lump-sum insurance benefit agreed in the insurance policy for this insurance.
2. The beneficiary is the entitled party.
3. If, at the time of the insured event, the beneficiary was not appointed or if the beneficiary did not attain the right to an insurance benefit, this right shall be attained by the spouse of the insured or, if the insured does not have a spouse, by the insured's children.
4. In the event of the non-existence of the person stipulated in paragraph 3 of this article, the right to an insurance benefit shall be attained by the parents of the insured or, if the insured does not have parents, by the insured's heirs.
5. If several people acquire the right to an insurance benefit and their shares have not been determined, then it shall be understood that each of their shares are identical.
6. The insurer shall reduce the insurance benefit by the amount of benefits already paid out to the insured for the permanent effects of an accident that resulted in the death of the insured. If the insurance benefit already paid out by the insurer for the permanent effects of this accident is higher than the sum insured agreed for the event of accidental death, the insurer shall not be entitled to demand the return of the difference between these two benefit amounts.
7. If the policyholder appointed his/her spouse as the beneficiary and if agreed in the insurance policy that this appointment is irrevocable, the effects of this appointment shall empire upon the divorce of the marriage or upon the annulment of the marriage.
8. The beneficiary shall attain a right to the insurance benefit upon the occurrence of the insured event. Until such time as the beneficiary attains this right, the policyholder may dispose with the rights ensuing from the insurance, namely to pledge or assign them, as well as to change the identity of the beneficiary.

SECTION D

INSURANCE OF THE PERMANENT EFFECTS OF AN ACCIDENT

If, as part of the insurance policy, the insured has taken out **Insurance of the Permanent Effects of an Accident** (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1

Insured event

With the exception of the agreed exclusions, an insured event is an accident of the insured occurring within the duration of the insurance resulting in permanent effects.

Article 2

Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with a lump-sum equal to the number of percent of the sum insured agreed in the insurance policy for this insurance corresponding to the degree of permanent bodily damage.
2. The degree of permanent bodily damage will be evaluated by the insurer on the basis of the valuation table for permanent bodily damage due to an Injury, the designation of which is stipulated at the head of the insurance policy (hereinafter in this section the "Valuation Table"). The insurer shall pay out the insurance benefit from 1% of permanent bodily damage.
3. If the Valuation Table prescribes the range of values, the insurer shall set the degree of permanent bodily damage so that the insurance benefit within a given range corresponds to the nature and degree of permanent bodily damage caused by the Injury.
4. The Valuation Table is part of these Insurance Terms and Conditions and also designates the permanent bodily damage for which the insurer does not provide an insurance benefit.
5. If the extent of the permanent effects of an accident cannot be determined precisely, the degree to which the functions of the damaged organ are affected from a medical standpoint is of decisive importance.
6. In the first year following the Injury the insurer shall only provide benefits if the final extent of the permanent effects of an accident can be clearly determined from a medical standpoint.
7. If after the first year following the injury it is not possible to clearly determine the percentage of the permanent effects of an accident, but if it is possible to determine that a claim to an insurance benefit has been established and that at the same time the minimum amount can be determined, then the insurer shall provide the entitled party a reasonable advance upon his/her written request. In this case the insured person and the insurer are entitled to have the extent of permanent effects of an accident verified by a doctor for a period of three years following the injury.
8. If, even three years after the Injury, it is not possible to determine the clear extent of the permanent effects of an accident, then the insurer shall determine the extent according to the extent of the permanent effects of an accident as at the end of this period.
9. If the insured dies prior to the payment of the insurance benefit under this insurance, the insurer shall pay his/her heirs an amount

corresponding to the extent of the permanent effects of the insured's Injury as at the date of his/her death.

10. If, as a result of one insured event, there are several permanent effects, the insurer shall provide benefits for the sum of the percentages for the individual permanent bodily damage, though up to a limit of 100% of the agreed sum insured.
11. If the individual effects of one or more Injuries pertain to the same limb, organ or parts thereof, the insurer shall evaluate them as a whole, up to the percentage stipulated in the Valuation Table for an anatomical or functional loss of the relevant limb, organ or part thereof.
12. If the body part or organ affected by permanent effects of an accident was already damaged before the Injury, the insurer shall reduce the insurance benefits by a percentage corresponding to the previous damage according to the Valuation Table.
13. The agreed sum insured is stated in the insurance policy and limits the insurance benefit per insured event.
14. If progressive benefits have been agreed for this insurance, the insurer shall pay a multiple of the benefits set out in accordance with the aforementioned principles as follows:

Degree of bodily damage	Multiple
up to 25% inclusive	1
from 26% to 50% inclusive	2
from 51% to 75% inclusive	3
from 76% to 100% inclusive	4
15. The insured person is the entitled party.

SECTION E

ACCIDENTAL DISABILITY INSURANCE

If, as part of the insurance policy, the insured has taken out **Accidental Disability Insurance** (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1

Insured event

With the exception of the agreed exclusions, an insured event is an accident of the insured occurring within the duration of the insurance leaving the insured with permanent effects having a degree of damage of at least 70%.

Article 2

Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with the lump-sum insurance benefit agreed in the insurance policy for this insurance.
2. The insurance shall expire upon the payment of the insurance benefit.
3. The degree of bodily damage will be evaluated by the insurer on the basis of the valuation table for permanent bodily damage due to an Injury, the designation of which is stipulated at the head of the insurance policy (hereinafter in this section the "Valuation Table"), which is part of these Insurance Terms and Conditions.
4. The physical state one year after the occurrence of the Injury is decisive for assessing the degree of bodily damage.
5. If the extent of the permanent bodily damage cannot be determined precisely, the degree to which the functions of the damaged organ are

affected from a medical standpoint is of decisive importance.

6. If the insured dies prior to the payment of the insurance benefit under this insurance, the insurer shall pay his/her heirs an amount corresponding to the extent of the permanent effects of the insured's Injury as at the date of his/her death.
7. If the individual effects of one or more Injuries pertain to the same limb, organ or parts thereof, the insurer shall evaluate them as a whole, up to the percentage stipulated in the Valuation Table for an anatomical or functional loss of the relevant limb, organ or part thereof.
8. If the body part or organ affected by permanent effects of an accident was already damaged before the Injury, the insurer shall reduce the insurance benefits by a percentage corresponding to the previous damage also according to the Valuation Table.
9. The agreed sum insured is stated in the insurance policy.
10. The insured person is the entitled party.

SECTION F

INSURANCE OF PHYSICAL DAMAGE CAUSED BY AN ACCIDENT

If, as part of the insurance policy, the insured has taken out **Insurance of Physical Damage Caused by an Accident** (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1

Insured event

With the exception of the agreed exclusions, an insured event is an accident of the insured occurring within the duration of the insurance which caused physical damage.

Article 2

Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with a lump-sum equal to the number of percent of the sum insured agreed in the insurance policy for this insurance corresponding to this bodily damage.
2. The bodily damage will be evaluated by the insurer on the basis of the valuation table for bodily damage due to an Injury, the designation of which is stipulated at the head of the insurance policy (hereinafter in this section the "Valuation Table").
3. The Valuation Table is part of these Insurance Terms and Conditions and also designates the bodily damage for which the insurer does not provide an insurance benefit.
4. If the bodily damage is not stated in the Valuation Table, the insurer shall set the amount of the insurance benefit according to the bodily damage that is closest in terms of its nature and scope and is stated in the Valuation Table.
5. The insurer shall provide an insurance benefit only if the first treatment of the insured person is performed at a time when the objective signs of bodily damage caused by the accident are present.
6. The insurer may, for investigation purposes, demand of the insured person a medical report in respect of the entire treatment period, which clearly states a diagnosis of bodily damage.
7. The insurer is not obliged to provide an insurance benefit for bodily damage caused by an accident if the insured person dies as a result of the accident

within 30 days from the date of occurrence of the insured event.

8. If one accident caused several instances of bodily damage on a single body part, the insurer shall only provide an insurance benefit in respect of the bodily damage with the highest percentage according to the Valuation Table.
9. If one accident caused several instances of bodily damage on different body parts, the insurer shall provide an insurance benefit equal to the sum of the percentages for the individual bodily damage, but not more than 100% of the agreed sum insured.
10. Bodily damage suffered by insured persons aged 18 years or over, stipulated in the Valuation Table as contusions or sprains, shall be paid only once (one time) for every year of the duration of the insurance, regardless of what part of the body was damaged by the contusion or sprain.
11. If the insured person has another accident at the time of the treatment of the bodily damage, such an accident shall be considered a new insured event and the insurer shall provide an insurance benefit for such an accident, regardless of the insurance benefit provided for the bodily damage caused by the previous accident.
12. The agreed sum insured is stated in the insurance policy and limits the insurance benefit per insured event.
13. The insured person is the entitled party.

SECTION G

INSURANCE OF DAILY COMPENSATION FOR THE NECESSARY TREATMENT PERIOD FOLLOWING AN ACCIDENT

If, as part of the insurance policy, the insured has taken out **Insurance of Daily Compensation for the Necessary Treatment Period following an Accident** (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1 Insured event

With the exception of the agreed exclusions, an insured event is an accident of the insured occurring within the duration of the insurance, which required at least 14 days of necessary treatment.

Article 2 Extent of the insurance benefit

1. The insurer shall, in the event of the occurrence of an insured event, provide the entitled party with the lump-sum insurance benefit agreed in the insurance policy for this insurance.
2. The insurance benefit is determined by the insurer on the basis of the principles stipulated below, the amount of the agreed sum insured and the valuation table for the daily compensation as a consequence of an accident, the designation of which is stipulated at the head of the insurance policy (hereinafter in this section the "Valuation Table").
3. If the **manner of performance** agreed in the insurance policy is as "NTP" ("Necessary Treatment Period"), the insurer shall provide an insurance benefit in the amount of the multiple of the agreed sum insured in the insurance policy for this insurance and the number of treatment days. The number of treatment days is understood to be the actual necessary treatment period of the insured's bodily damage as prescribed by his/her

attending doctor, which is limited by a maximum treatment period corresponding to the bodily damage contained in the Valuation Table.

The treatment periods for individual cases of bodily damage arising as a consequence of one accident are not added up, i.e. if the insured suffered several instances of bodily damage as a result of one accident, the insurer shall provide an insurance benefit for the actual necessary treatment period of the bodily damage with the longest actual necessary treatment period, up to a maximum of the longest of the maximum treatment periods stipulated in the Valuation Table for bodily damage caused by one accident. If the actual necessary treatment period is at least 14 days long, the insurer shall always provide an insurance benefit as of the first day of treatment.

4. Bodily damage suffered by insured persons aged 18 years or over, stipulated in the Valuation Table as contusions or sprains, shall be paid only once (one time) for every year of the duration of the insurance, regardless of what part of the body was damaged by the contusion or sprain.
5. If the **manner of performance** agreed in the insurance policy is as "MAX NTP" ("Maximum Necessary Treatment Period"), the insurer shall provide an insurance benefit in the amount of the multiple of the agreed sum insured in the insurance policy for this insurance and the maximum necessary treatment period.
The maximum treatment periods for individual cases of bodily damage arising as a consequence of one accident are not added up, i.e. if the insured suffered several instances of bodily damage as a result of one accident, the insurer shall provide an insurance benefit for the maximum necessary treatment period of the bodily damage stated in the Valuation Table as having the greatest number of days.
6. The Valuation Table is part of these Insurance Terms and Conditions and also determines the bodily damage in respect of which the insurer does not provide an insurance benefit.
7. If the bodily damage is not stipulated in the Valuation Table, the insurer shall set the maximum treatment period as the average necessary treatment period according to the nature and extent of the bodily damage. The average necessary treatment period is a period which, according to current scientific knowledge, is required in order to heal or stabilise bodily damage.
8. The longest necessary treatment period paid under this insurance is 365 days per insured event.

9. If it can be determined that an entitlement to an insurance benefit has arisen, the insurer shall provide the entitled party a reasonable advance upon his/her written request.

10. If progressive benefits have been agreed for this insurance, the insurer shall pay a multiple of the benefits set out in accordance with the aforementioned principles as follows:

- | <u>Necessary treatment period</u> | <u>Multiple</u> |
|-----------------------------------|-----------------|
| up to 120 days inclusive | 1 |
| from 121 to 240 days inclusive | 2 |
| from 241 to 365 days inclusive | 3 |

11. The insured person is the entitled party.

SECTION H

INSURANCE OF HOSPITALISATION AS A RESULT OF AN ACCIDENT

If, as part of the insurance policy, the insured has taken out **Insurance of Hospitalisation as a Result**

of an Accident (hereinafter in this section merely as the "insurance"), the insurance is, aside from the joint provisions set out in Section A, also governed by the provisions of this section.

Article 1 Insured event

With the exception of the agreed exclusions, an insured event is an accident of the insured occurring within the duration of the insurance, which required hospitalisation of the insured in a healthcare facility.

Article 2 Extent of the insurance benefit

1. In the case of an insured event, the insurer shall provide the entitled party with a lump-sum insurance benefit corresponding to the multiple of the sum insured agreed in the insurance policy for this insurance and the number of hospitalisation days. The number of hospitalisation days is limited by a maximum hospitalisation period.
2. The first and the last day of hospitalisation is counted as one day.
3. The hospitalisation period is always counted from the first day of hospitalisation.
4. The maximum hospitalisation period is 365 days per insured event.
5. If it can be determined that an entitlement to an insurance benefit has arisen, the insurer shall provide the entitled party with a reasonable advance upon his/her written request.
6. The insurer shall not provide an insurance benefit for hospitalisation lasting less than 24 hours.
7. The insured person is the entitled party.