



TRANSLATION OF INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE

CP 1/16

effective as of 1 January 2016

Travel insurance is intended to safeguard Insured Persons during Trips and stays away from their places of residence. The Insurance terms and conditions are given for all types of insurance in the joint provisions section and for individual types of insurance in subsequent sections of these or supplementary insurance terms and conditions (hereinafter the "subsequent sections"). The types of insurance to be taken out are detailed in the insurance policy.

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SECTION A.

JOINT PROVISIONS

Article 1

Introductory Provisions

- The rights and obligations of the parties to this **travel insurance** (hereinafter in this section "insurance") are governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as subsequently amended (hereinafter the "Code"), these Insurance terms and conditions, supplementary insurance terms and conditions, the provisions detailed in the insurance policy and its annexes and in other documents which make up an integral part thereof.
- Arrangements in the insurance policy that deviate from the Code or these Insurance terms and conditions, shall prevail. Divergent provisions in the following sections of these Insurance terms and conditions and in the supplementary insurance terms and conditions shall prevail over the provisions of this section.
- The contracting parties are on the one hand the Policyholder and on the other the Insurer.

Article 2

Definition of Terms

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

- Acute Healthcare** is care designed to prevent a serious deterioration in the state of health or to reduce the risk of a serious deterioration in the state of health so that the facts necessary for determining or changing the individual treatment process are ascertained in time or so that the Insured Person does not get into a state that would endanger him or his surroundings.
- Abroad** is understood to be territory beyond the borders of the Czech Republic.
- A **stranger** is understood to be a person who is not connected to the Insured Person through property or by any other means and who is not the Insured Person's next of kin.
- Current Price** is the price which the property had just prior to the insured event; this is determined on the basis of the price of the property as new, taking into account the extent of wear and tear or other devaluation, or its appreciation in value through repairs or modernization or by other means.
- The **Duration of the Insurance** is the actual period of time within the agreed Insurance Period for which the Insurance was in effect.
- A **Transport Means** is a movable tangible object (vehicle, ship, plane, train, etc.) used to transport material or passengers. This constitutes the mobile part of transport and shipping.
- Long-Term Stabilised Chronic Illness** is a long-standing and developing illness (including post-traumatic states) that existed prior to the commencement of the insurance and was in a stable state during the previous 12 months and did not call for hospitalisation or a deterioration or a change in the treatment procedures or medicine.
- Hospitalisation** is understood to mean the state of the Insured Person caused by an Insured Peril, when he is provided with the necessary hospital diagnosis and curative care connected with his stay in bed.
- A **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.
- Single Insurance Premium** is the premium determined for the entire Insurance Period.
- One item** is deemed to also include all of its parts.
- A **Period** given in days is always understood to be the number of calendar days.
- 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.
- A **Sudden Illness** is understood to mean any sudden and unexpected health disorder which directly threatens the health or

the life of the Insured Person, independent of his own will, and which requires acute and urgent healthcare.

- Trip Commencement** is the moment at which the Insured Person enters a Transport Means in the Czech Republic in order to reach the planned destination of his Trip.
- Return from the Trip** is the moment at which the Insured Person alights from a Transport Means at his place of residence in the Czech Republic.
- An **Illness** for the purpose of this Insurance is the onset of a disorder which threatens the health or the life of the Insured Person and requires the provision of medical care. The onset of Illness is deemed to be the moment the onset of Illness is medically established.
- Urgent Healthcare** is care, the purpose of which is to prevent or reduce the occurrence of sudden conditions that are imminently life threatening or could lead to sudden death or serious endangerment to health, or cause a sudden or intensive pain or sudden changes in the patient's behaviour, who endangers himself for his surroundings.
- Agreed Sum Insurance** is Insurance the purpose of which is to obtain a 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 loss.
- Misappropriation** of property is understood to mean:
 - theft through burglary, where a stranger has taken possession of insured property by demonstrably breaking through obstacles protecting this property from misappropriation from closed and locked premises or from the closed and locked luggage space of a motor vehicle, on the condition that the property were not or could not have been seen from the outside.
Use of the original key or a duplicate thereof is only considered to be breaking through an obstacle if the stranger has taken possession of the original key by theft through burglary or robbery. Entry in an unascertained manner is not considered to be misappropriation through burglary,
 - robbery, where a stranger has taken possession of insured property by the use of force or the threat of immediate violence against a person who acted as a barrier against the misappropriation of the insured property.
- The **Beneficiary** is the party with a right to an Insurance Benefit as a result of an Insured Event.
- An **Insurance Certificate** is a written confirmation that an insurance policy has been concluded, which the insurer issues to the policyholder.
- The **Insurance Period** is the period for which the Insurance was agreed. This period is not reduced by the premature expiration of the Insurance.
- 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.
- An **Insured Peril** is the possible cause of an Insured Event (the "cause"). An Insured Peril does not cease due to the Insured Person's absence at the place of Insurance.
- An **Insurance Risk** is a measure of the probability of the occurrence of the Insured Event caused by an Insured Peril.
- The **Policyholder** is the party which has concluded the insurance policy with the Insurer.
- The **Insurer** is a legal entity entitled to carry on insurance activity according to special legislation.
- The **Insured Person** is a person in respect to whose life or health the insurance relates.
- A **Service Provider** is, for the purposes of the Trip Cancellation Insurance, understood to mean an entity distinct from the parties to the Insurance and the Insured Person's Relatives, which is arranging the said service (e.g. travel offices travel agencies, transportation companies, accommodation facilities).
- Property Damage** is any damage to property which can be eliminated by repair, if the cost of such repair does not exceed the Current Price of the property.
- Professional Sporting Activity** is sporting activity performed under an employment or similar relationship which is the main source of the sportsperson's income.
- The **Insured Person's Card** comprises written confirmation of the establishment of Insurance, which the Insurer issues for the requirements of the Insured Person; it is used to exercise the right to Insurance Benefits at the place of Insurance.
- A **Relative** of the Insured Person is understood, for the purpose of the Trip Cancellation Insurance, to be his spouse, partner, common-law spouse, children and parents and the parents of his spouse.
- Deductible** is the amount agreed in the insurance policy with which the Beneficiary bears a proportion of the Insurance Benefits for each Insured Event. The deductible may be expressed as a fixed sum, a percentage or a combination of the two.
- A **Cancellation Fee** is a fee required by the service provider for cancellation of participation in the Trip. A cancellation fee is considered to be a sum up to the amount corresponding to the provisions of the travel agreement or prescribed in the cancellation fees tariff in effect as of the date the travel agreement was concluded.
- A **Loss Event** is an event resulting in damage which may constitute grounds for the establishment of a right to an Insurance Benefit.
- Loss Insurance** is insurance the purpose of which is to provide compensation for a loss arising from an Insured Event. In the case of Loss Insurance, the Insurer shall provide an Insurance Benefit

which shall render compensation in the agreed extent for the property loss arising as a consequence of the Insured Event.

- Permanent Consequences** is understood to mean such consequences of an Injury which can no longer be improved, i.e. a permanent effect on the physical functions or their loss.
- A **party to the Insurance** is understood to mean 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.
- Service Payment** is understood to mean the payment of a call out or service or the first instalment for this service.
- An **Injury** is understood for the purpose of this Insurance to be the unexpected and sudden action of external forces or of 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 Injury 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 Injury is also understood to be near-drowning, drowning and physical damage caused by high or low temperatures, lightning, radiation, electrical current, gases or vapours, toxic or corrosive substances, with the exception of the regularly repeating action of all of the above.
- Serious Illness** is understood to mean sudden Illness proven by confirmation of work incapacity and associated with hospitalisation or confinement to bed; this confirmation may, be replaced by a doctor's report containing the recommendation that the patient should not travel out of the country.
- Multiple Insurance** arises when two or more private insurance policies relate to the same insurance risk covered for the same period, if the sum of the insured amounts exceeds the insured value of the insured property or if the sum of the Insurance Benefit limits exceeds the actual amount of the damage caused.
- An **Interested Party** is a party interested in concluding an insurance policy with the Insurer.
- A **Trip** is understood to be a journey and a stay paid for to the service provider with collective or individual transport regardless of the number of services provided.
- Luggage space** is a part of a passenger motor vehicle intended by the manufacturer to be used to transport things, and which is a permanent part of the motor vehicle.
- Structural** is any damage to property which cannot be eliminated by economically expedient repair if the property can no longer be used for its original purpose.
- Loss** of property is only considered to involve cases where the Insured Person has lost the ability to take care of property.

Article 3

Extent and Place of Insurance

- The extent of the agreed Insurance is determined by the Insurance terms and conditions and electable parameters stipulated in the insurance policy. These parameters are elected by the Policyholder upon concluding the insurance policy based on knowledge of the needs of the Insured Persons.
- The Policyholder shall elect the types of Insurance to be concluded, the Insurance Period, the option of the upper benefit limit, the territorial validity of the Insurance and, with consideration to the activity performed by the Insured Person for the Duration of the Insurance, shall also elect the type of Trip, stay and any supplementary insurance of risky activities and sports performed by the Insured Person during the Insurance Period (hereinafter referred to as "supplementary insurance"). The activities and sports requiring the taking out of supplementary insurance are listed in the column of the same name contained in the annex "List of Activities and Sports" (hereinafter referred to as the "List"), which is an integral part of the insurance policy and a designation of which is stated in the heading of the insurance policy. This List also contains the activities and sports not requiring the taking out of supplementary insurance as well as activities and sports that are uninsurable. The extent to which individual insurance or supplementary insurance is taken out is stipulated in the insurance policy.
- The following types of insurance can be taken out:
 - Medical expenses insurance
 - Accident insurance
 - Personal effects insurance
 - Third party indemnity insurance
 - Cancellation fee insurance
 - Mountain rescue service intervention insurance
 - Hospitalisation insurance
 - Travel documents insurance

Besides the abovementioned types of insurance, some of the Supplementary Insurance can also be taken out.

4. Territorial Validity:

All the types of insurance taken out are valid only at the agreed place of Insurance. Unless stated otherwise in subsequent sections for particular types of Insurance, the following territories are the insurance locations with the agreed territorial validity:

"Area E" all the states of Europe, the European part of Russia, (the eastern border is defined by the 60° east meridian), Morocco, Algeria, Tunisia, Libya, Egypt, Turkey, Israel and Cyprus,

"Area S" all the states of the world, including transit over international waters,

Area CR is the Czech Republic.

The territory of states is understood to include exclusive economic zones ("EEZ").

5. Types of Trips

All of the types of insurance taken out are valid only for the performance of the activities involved in the agreed type of Trip.

If the type of Trip agreed is:

- a) a **"Tourist"** Trip, all types of Insurance taken out apply to recreational Trips and stays while performing ordinary recreational and leisure activities, and sports stipulated on the List as Activities and Sports Not Requiring Supplementary Insurance. These activities are also considered to include study trips. This insurance does not apply to activities detailed in item b) of this paragraph or to activities detailed in paragraph 7 of this article,
- b) a **"Business"**, all types of Insurance taken out apply to activities normally performed for a gain (e.g. au-pair), performed for the benefit of another person and in order to gain practical experience. The Insurance types also apply to the activities detailed in item a) of this paragraph. They do not apply to the activities detailed in paragraph 7 of this article and to the territory of the Czech Republic.

6. Type of stay

All of the types of Insurance taken out are only valid for the performance of the agreed activities associated with the agreed type of stay.

If the type of stay agreed is a:

- a) **"Repeat"** stay, the Insurance applies to events occurring within the Duration of the Insurance and not exceeding a 90-day continuous stay abroad. The Insured Person is obliged to demonstrably prove that his continuous stay abroad did not exceed 90 days at the time the event occurred,
- b) a **"Continuous"** stay, the Insurance applies to events occurring within the Duration of the Insurance.

7. Supplementary insurance of risky activities and sports

It is necessary to take out the corresponding supplementary insurance for tourist and business trips, involving riskier sports activities characterised by a higher risk. With the exception of the agreed exclusions, all the types of Insurance taken out are only valid during the preparation and performance of activities and sports for which the corresponding supplementary insurance has been taken out. If supplementary cover for:

- a) **"Sports Competitions"** is taken out, the Insurance applies to participation in organised competitions, races and training sessions. This Insurance also applies to the activities detailed in paragraph 5 a) of this article, while the activities detailed in items b) to d) of this paragraph are excluded,
- b) **"Dangerous Activities and Sports"** is taken out, the Insurance applies to the performance of activities and sports stipulated on the List as Dangerous Activities and Sports requiring supplementary insurance. The Insurance also applies to the activities detailed in item a) of this paragraph, while the activities detailed in items c) and d) of this paragraph are excluded,
- c) **"Extreme Activities and Sports"** is taken out, the Insurance applies to the performance of the activities and sports stipulated on the List as Extreme Activities and Sports Requiring Supplementary Insurance. The insurance also applies to the activities detailed in item b) of this paragraph, while the activities detailed in items d) of this paragraph are excluded,
- d) **"Professional Sports"**, the Insurance applies to the performance of Professional Sporting Activity. This Insurance also applies to the activities detailed in item b) of this paragraph, while the activities detailed in letter c) of this paragraph are excluded.

Regardless of the supplementary insurance taken out, the Insurance does not apply to the preparation for and performance of activities and sports stipulated on the List as Uninsurable Activities and Sports.

Article 4

Extent and Due Date of Insurance Benefits

1. The Insurer shall provide the Insurance Benefits to the extent contractually agreed as at the date on which the Insured Event occurred.
2. The amount and extent of Insurance Benefits 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 fulfilment of all the conditions and obligations arising from the insurance policy and its parts, particularly the payment of the premium.
4. The Insurer shall provide the Insurance Benefits to the Beneficiary in the manner prescribed in the other sections for the 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 entitled to receive the financial performance by transfer to this person's bank account or by postal order to his name and address.
6. If the Insured Person was entitled to receive financial performance that he did not receive whilst alive and his death was not an Insured Event, this unpaid Insurance Benefit shall become the subject of inheritance proceedings.
7. In cases of the conversion of a foreign currency, the Insurer shall use the exchange rate of the Czech National Bank valid at the time the Insured Event occurred.
8. If a deductible has been agreed, its amount is given in the insurance policy for individual types of Insurance. The amount of the

deductible is not reflected in the determination of the upper limit of benefits.

9. Insurance Benefits are restricted for the individual types of Insurance above by a limit or an insured amount as determined by the agreed option of the benefits limit detailed in the insurance policy. If a benefits limit has not been determined for the agreed option, the words "no limit" shall be stated in place of the amount of the limit.
10. 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.
11. 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 notifier why the investigations cannot be concluded; if requested by the notifier, the Insurer shall inform the notifier 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.
12. The Insurer is entitled to reduce the Insurance Benefit:
 - a) as a consequence of the compensation which the Beneficiary or injured party, in the case of Loss Insurance, has already received in another manner,
 - b) 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,
 - c) if the breach of the duty of the Policyholder, 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 the Insurer's duty to pay benefits,
 - d) in the event of the thwarting of the passing of the right to the Insurer pursuant to Article 19 of this section,
 - e) if it paid the Insurance Benefit in the unreduced amount and has subsequently acquired a claim to reduce the Insurance Benefit. The Insurer is entitled to exercise a claim to the difference between the paid-out and the reduced Insured Benefit from the person in whose favour it was paid.
13. The Insurer may refuse to pay 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 16 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.
14. The Insurer may also refuse to pay the Insurance Benefit if, when exercising its right to benefits under the Insurance, the Beneficiary knowingly gave false or grossly distorted information pertaining to the extent of the Insured Event or withheld material information pertaining to this Insured Event.
15. The Insurer is entitled to deduct any outstanding premiums or other outstanding receivables under the Insurance from the Insurance Benefit.
16. The Insurer shall not pay the costs of fines, penalties, punitive compensation, etc.
17. A more detailed specification of the extent of the Insurance Benefits for the individual types of Insurance is contained in the following sections.

Article 5

Common Exclusions from the Insurance

Insured Events do not include events:

1. the cause or indications of which arose outside the Duration of the Insurance or outside of the agreed place of Insurance,
2. which the Policyholder, Insured Person or Beneficiary could foresee or which they knew of at the time the insurance policy was taken out, arising during the preparations for and performance of activities for which the appropriate insurance under Article 3 of this section has not been taken out,
4. arising during the performance of sports designated as freestyle or freeride. If such a designated sport is stated in the List in the group of activities and sports in respect of which supplementary insurance was taken out, this exclusion shall not apply,
5. arising during the preparations for and performance of activities and sports stated in the List as Uninsurable Activities and Sports, which the Insured Person brought about intentionally (including suicide or attempted suicide) or which were caused by the intentional conduct of the Policyholder or the Beneficiary,
7. which were caused to the Insured Person by another person at the instigation of the Insured Person, the Policyholder or the Beneficiary,
8. which were caused by gross negligence or gross violation of the Insured Person's obligation,
9. arising in connection with a riot which the Insured Person provoked, or in connection with criminal activity which the Insured Person committed or attempted to commit,
10. which have occurred as a result of or in connection with the usage of, or the consequences of the usage of, alcohol, drugs, narcotics or

- other psychotropic or addictive substances by the Insured Person,
11. which have occurred during test trials of Transport Means,
12. which have occurred during stunt activities and the taming of beasts of prey,
13. which have occurred during activities at locations not designated for that purpose,
14. which have occurred in an area, for which a state administrative body has issued, for any reasons, notifications, recommendations or warnings about embarking on a journey or staying in such an area., if the trip or stay had commenced at the time of the validity of these notifications, recommendations or warnings,
15. which have occurred as a consequence of or in connection with:
 - a) the effects of released nuclear energy, or of chemical or biological weapons,
 - b) wartime events or civil war,
 - c) acts of violence (including civil disturbances and terrorist activities), in which the Insured Person took an active part,
 - d) handling of a weapon or explosive by the Insured Person,
16. which have occurred on a territory in which the Person stayed illegally.

Article 6

Insurable Interest

1. Insurable interest is a legitimate need for protection from the consequences of the Insured Event.
2. The Policyholder has an insurable interest in his own life and health. It is understood that the Policyholder also has an insurable interest in the life and health of another person, if he demonstrates an interest conditional on his relationship to this person, whether resulting from a family relationship or being conditional on the benefit or advantage he gains from a continuation of this person's life or preservation of this person's health.
3. The Policyholder has an insurable interest in his own property. It is understood that the Policyholder also has an insurable interest in the property of another person, if he demonstrates that he would be in danger of suffering a direct pecuniary loss without the existence and preservation of this person.
4. If the Insured Person consented to the Insurance it is understood that the Policyholder's insurable interest was demonstrated.
5. 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.
6. 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 until the time it learned of the insurance policy being invalid.
7. The insurable interest does not terminate upon the absence of the subject of the Insurance from the place of Insurance, the taking up of similar private insurance or for reason of plain disinterest.
8. The termination of the insurable interest must always be proven to the Insurer.

Article 7

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 applies to 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 8

Conclusion of the Insurance Policy

1. The insurance policy is concluded upon acceptance of the Insurer's Insurance 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 the timely payment of the premium, it shall be deemed that the written form of the insurance policy has been duly observed.
2. The insurance policy is concluded for a definite time period.
3. An integral part of the insurance policy, apart from the Insurance terms and conditions, are also all agreements, supplements and annexes to the insurance policy (e.g. valuation tables, list of activities and sports), and all documents defining the terms and conditions of the establishment, duration, alteration and expiration of the Insurance (e.g. applications, questionnaires, reports, medical examinations and checks, notices, records of the course of concluding the Insurance, the Insurer's information for the Interested Party on the conclusion of the insurance policy).

Article 9

Commencement of the Insurance. Insurance Period.

1. The Insurance is concluded for a fixed Insurance Period from the commencement of the Insurance Period to the end of the Insurance Period. The Insurance Period is agreed in the insurance policy.
2. If an exact time of the commencement of the Insurance Period has not been agreed, the Insurance shall commence at 0:00 hours on the day agreed as the commencement of the Insurance Period. If an exact time of the commencement of the Insurance Period has been agreed, the Insurance shall commence at the agreed time of the day agreed to as the commencement of the Insurance Period.
3. The Insurance shall not be interrupted for reason of the non-payment of the premium.

Article 10

Duration of the Insurance

1. Unless specified otherwise for individual types of Insurance in subsequent sections, the Insurance lasts from its inception to its actual termination.
2. If a situation arises within the Period of the Insurance where the Insured Person cannot, independently of his will, return to the Czech Republic before the expiry of the Insurance Period agreed in the insurance policy, the Insurance Period shall be automatically extended without an increase in the premium for the necessary period of time, until the passing of the reasons stipulated below, up to a maximum of seven days immediately following the original Insurance Period. The reasons for extension are objective facts, which may be forces of nature (e.g. earthquakes, volcanic eruptions, unundation and floods, storms), transportation strikes, a technical defect in Transport Means or terrorist acts preventing the Insured Person from returning to the Czech Republic.

Article 11

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 Insurance Period, i.e. at 24:00 hours on the day agreed as the date of the termination of the Insurance Period.
3. The Insurance expires:
 - a) upon the death of the Insured Person,
 - b) upon the termination of the insurable interest,
 - c) on the date when the insured legal entity is wound up without a legal successor or on the date when the Insurer's notification of the refusal to pay the Insurance Benefit is received.
4. 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, with the Insurance terminating upon the expiry of this period. If the Insurance terminates by the withdrawal of the Policyholder, the Insurer shall be entitled to remuneration corresponding to the costs it incurred associated with taking out and administering the Insurance,
 - b) within three months of the serving of the notification of the Insured Event. A one month notice period shall commence running upon the serving of the termination, with the Insurance terminating upon the expiry of this period. If the Insurance terminates by the withdrawal of the Policyholder, the Insurer shall be entitled to remuneration corresponding to the costs it incurred associated with taking out and administering the Insurance.
5. The Policyholder may terminate the Insurance subject to an eight day notice period:
 - 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 notification 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.
6. If the Policyholder or the Insured Person breaches the duty stipulated in paragraph 1 or 2 of Article 16, either intentionally or through negligence, 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 13 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 it learned or ought to have learned of a breach of the duty stipulated in paragraph 1 or 2 of Article 16 of this section or in paragraph 8 or 9 of Article 14 of this section.
7. If the insurance policy was taken out for a period in excess of one month and if concluded by means of a remote transaction, the Policyholder shall be entitled to withdraw from the policy, without giving any reason, within 14 days of its conclusion or of the date on which the terms and conditions were communicated to him, if such communication first occurs only upon his request after the conclusion of the policy.
8. The insurance policy may, in exceptional cases, be terminated by a written agreement of the contracting parties under the agreed conditions.
9. The insurance policy may be assigned only with the Insurer's consent.
10. If Insurance of another party's insurable risk 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 thirty days of the Policyholder's death or winding up that he is not interested in the Insurance, the Insurance shall expire on the date of the Policyholder's death or winding up. The effects of a delay shall not impact the Insured Person before the expiration of 15 days from the date that the Insured Person learned of his 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.
11. The Insurance does not expire due to the termination of the Insured Person's stay abroad prior to the expiry of the Insurance Period.
12. The insurance policy terminates upon the expiry of all Insurance of all persons.

Article 12

Premium

1. The premium is the consideration for the Insurance cover provided. The Insurer determines the amount of the premium in the insurance policy. This is a Single Insurance Premium.
2. The Insurer shall become entitled to the premium on the date of the insurance policy being concluded.
3. The premium is payable on the date of the conclusion of the insurance policy in the currency and the amount stated in the insurance policy.
4. The premium shall be considered as duly paid if demonstrably received by the Insurer's agent or credited to the Insurer's bank account.
5. Unless provided otherwise hereinafter, the Insurer shall be entitled to the entire Single Insurance Premium.
6. If the Insurance expires upon the death of the Insured Person, the Insurer shall return the unearned part of the premium to the Policyholder, after deducting the costs of the Insurance Benefits and the costs of the establishment and administration of the Insurance.
7. If the insurance policy is terminated by agreement before the date of the commencement of the Insurance, the Insurer shall return to the Policyholder the premiums received, upon the return of all documents confirming the validity of the Insurance.
8. If the Policyholder withdraws from the insurance policy, the Insurer shall return to the Policyholder the received premiums 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 taking out and administering the Insurance. If the Insurer withdraws from the Insurance, the Policyholder, 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 received premiums.
9. If the Policyholder withdraws from the insurance policy according to Article 11(7), the Insurer shall return to the Policyholder the received premiums 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 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 pay 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 13

Rights and Obligations of the Insurer

1. The Insurer is entitled to verify the submitted documents, 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 notify the Interested Party, information about the Insurer and the Insurance to be taken out.
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, from a Beneficiary or from the Insured Person.
6. Within the Duration of the Insurance, the Insurer shall provide information to the Policyholder at his 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 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 the Insurer ought to be aware of the inconsistencies between the Insurance being offered and the Interested Party's requirements when concluding the insurance policy, 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 the Insurer asks the Interested Party or the Policyholder in writing whilst negotiating the conclusion of the insurance policy 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 with information that is material for rendering benefits under the policy, the Insurer shall provide such information in writing without undue delay.

Article 14

Obligations of the Policyholder

- The Policyholder shall:
1. pay the Insurance premium to the Insurer.
 2. inform all Insured Persons, in a timely manner, of the contents of the insurance policy, including all annexes and parts thereof, and provide them with all materials and information which it has received on their behalf from the Insurer.

3. inform every Insurer without undue delay in the event of Multiple Insurance occurring, providing details of the other insurers and the insured amounts or the Insurance Benefit limits agreed in the other insurance policies.
4. inform the Insurer without undue delay of a change in correspondence address.
5. If the Policyholder is also the Insured Person, all the obligations of the Insured Person shall apply to the Policyholder as well.

Article 15

Obligations of the Insured Person

- The Insured Person shall:
1. **turn to the Insurer's assistance service provider** in a Loss Event, **always and without delay**, if his state of health permits, and follow its instructions,
 2. do everything to avert the occurrence of an Insured Event and to reduce the extent of their consequences,
 3. 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,
 4. undergo treatment or necessary medical examinations by a doctor designated by the Insurer or by the Insurer's assistance service provider,
 5. always follow the instructions of the attending doctor,
 6. abide by the safety measures for the Duration of the Insurance,
 7. use suitable protective aids and equipment required for the maximum safe performance of all activities performed,
 8. have the appropriate valid licence for the performance of all activities carried out at the place of Insurance,
 9. ensure proper supervision or escort, should this be usual for the performed activity,
 10. not stand in places designated inappropriate by the organiser,
 11. comply with the legislation in force at the place of Insurance.

Article 16

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 risk, whether it will insure them and under what conditions, the Interested Party or the Policyholder shall answer these questions truthfully and completely. The duty shall be deemed to have been duly met if nothing material had been concealed as part of the answer.
2. The provisions contained in paragraph 1 of this article regarding to the duty of the Policyholder shall also apply to the Insured Person.
3. Should an event occur with which the person who considers himself to be a Beneficiary links his claim to an Insurance Benefit, he 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, the rights of third parties and any Multiple Insurance; at the same time, he shall also submit to the Insurer the required documents 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 the duties.
4. The same notification may be made by any person with a legal interest in the Insurance Benefit.
5. The notification under paragraph 3 and 4 of this article shall be deemed received after the Insurer:
 - I.) was notified of the event on the Insurer's form that has been duly completed,
 - II.) was handed originals (unless stated otherwise hereinafter) of all the required documents or documents requested by the Insurer. The required documents include:
 - A) documents demonstrating:
 - a) the cause, time, place and circumstances of the occurrence of the Insured Event, its extent and the direct connection of the Insured Event with the Insured Person, at least detailing the first name, surname and date of birth of the Insured Person,
 - b) a detailed specification of the subject of compensation (e.g. a medical report with the diagnosis, description and date of the procedures performed and the medicine administered),
 - c) the subject of the payment (e.g. bills or invoices issued by a doctor or bills issued by a pharmacy on the basis of a prescription issued by the attending doctor) and detailing the date and amount of the payment (e.g. receipts on a cash payment, account statements),
 - B) in the case of Insurance Benefits for Out-patient Medicine prescribed by a doctor, also copies of the prescriptions made out in the name of the Insured Person, specifying the date of issue, the quantity and description of the medicine and healthcare aids, and the signature and stamp of the issuer,
 - C) for an Insured Event investigated by the police, also a police report or confirmation of the investigation of an accident,
 - D) in the case of the death of the Insured Person, also a copy of an official death certificate and medical certification of the cause of death,
 - E) in the case of Personal Effects Insurance or Liability Insurance, also photographic documentation of the damaged or destroyed items or the place where the Insured Event had occurred (e.g. of the flooded premises, ransacked room or vehicle, place where skiers collided on a ski slope).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 shall be deemed as duly concluded upon the reporting of their outcome 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 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 made 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 cooperate with the Insurer as required,
 - c) to notify the Insurer, in the case of Loss Insurance, the details of all insurance policies valid at the time of the Loss Event occurring, the subject of which is insurance of the same Insured Person.

Article 17

Delivery of Documents

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 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 18

Rescue Costs

1. If the Policyholder purposefully incurred costs in averting the immediate threat of an Insured Event or to mitigate the consequences of an Insured Event that has already occurred or because he fulfilled the obligation of clearing away damaged insured property or its remains due to hygienic, ecological or safety reasons, it shall be entitled to compensation of these costs from the Insurer, as well as compensation of the loss suffered by the Policyholder in connection with this activity.
2. Compensation for rescue costs incurred in order to save lives or the health of persons is limited to 30% of the agreed insured amount or Insurance Benefit limit.
The amount of compensation for 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 in excess of the framework of the agreed insured amount or Insurance Benefit limit.
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 19

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 Beneficiary. The above shall not apply if this person became entitled to this right against someone with whom he lives in a joint household or is dependent on him, unless he 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 Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred.
4. The Beneficiary 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 Beneficiary 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 Beneficiary, then the Insurer is entitled to require the Beneficiary to pay such costs.

Article 20

Assistance Services

Assistance services are provided to the Insured Person in connection with the Insurance taken out and are arranged by the Insurer's contractual organisation: **AXA ASSISTANCE CZ, s.r.o.**, City Point, Hvězdova 1689/2a, Post Code 140 62, PRAGUE 4 – Pankrác
Tel. +420 272 10 10 10, SMS: +420 606 60 17 55,
Fax +420 272 10 10 01, e-mail: info@axa-assistance.cz
Assistance services are provided 24 hours a day. The scope of the assistance services provided is available at www.pvzp.cz.

Article 21

Final Provisions

1. Representations and notifications with respect to the Insurer are only valid if submitted in writing.
2. The language of communication is Czech.
3. Persons with restricted legal capacity shall be represented by their 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 sum is deposited in favour of the recipient. If the payment is not made in cash, the date of payment is the date the sum is credited to the account of the recipient.
5. The Insurer's costs associated with taking out and administering the Insurance come 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 out-of-court settlement shall be dealt with by any court having jurisdiction in the Czech Republic in compliance with Czech law.

SECTION B.

MEDICAL EXPENSES INSURANCE

If the Insured Person has agreed to **Medical Expenses Insurance** in his insurance policy (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of the Insured Event, provide the Insurance Benefit to the Beneficiary to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Beneficiary is the Insured Person.
3. The subject of the Insurance is the health of the Insured Person.
4. The Insurance is concluded as Loss Insurance.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 3(4) of Section A and regardless of the agreed territorial validity, the Insurance does not apply to healthcare services provided or to events occurring on the territory of the Czech Republic.

Article 3

Insured Event

With the exception of the agreed exclusions, an Insured Event is a change in the state of health (including a sudden change in a Long-Term Chronic Illness) of the Insured Person due to Sudden Illness or Injury arising within the Duration of the Insurance and at the place of Insurance, requiring the subsequent provision of acute and urgent healthcare at the place of Insurance.

Article 4

Extent of Insurance Benefits

1. A loss is represented by necessary and reasonable expenses demonstrably incurred on healthcare for the Insured Person at the place of Insurance comprising:
 - a) acute and urgent healthcare of the Insured Person including:
 - the essential examination required in order to determine the diagnosis and the medical procedure to be taken,
 - the essential standard treatment,
 - the essential hospitalisation of the patient in a multi-bed hospital room with the standard equipment,
 - the necessary operation, including related essential

expenses,

- the essential medicine and healthcare aids prescribed by the doctor of the quantity required until the patient returns to the Czech Republic,
 - the transportation, necessary from the medical viewpoint, from the place where the Insured Event occurred to the nearest first aid facility or hospital and back;
- b) repatriation of a sick Insured Person, which is necessary from a medical standpoint and is carried out, upon the assessment and approval of the Insurer's supervising doctor and with the consent of the attending doctor, by a medical transport organisation approved by the Insurer or by the Insurer's assistance service provider, to a healthcare facility in the Czech Republic designated in the same manner, or to the place of residence of the Insured Person in the Czech Republic,
 - c) the Insurer may, upon prior approval and in justified cases, also cover the costs of another person required to accompany the Insured Person,
 - d) transportation of the bodily remains of the Insured Person to his place of residence in the Czech Republic performed by a specialist organization approved by the Insurer or the Insurer's assistance service provider. Upon prior approval and in justified cases the insurer may also cover additional associated costs,
 - e) urgent dental care of the Insured Person to alleviate sudden pain with the exception of the production and repair of dentures, fixed dentures and orthodontic aids.

2. Costs detailed under paragraph 1 of this article are paid by the Insurer directly or through the assistance service provider to the healthcare facility or to any other person that has demonstrably incurred such costs.

3. Direct defrayment of a loss:

If the Insured Person directly defrayed a loss constituting an Insured Event, the Insurer shall subsequently settle the reasonable costs upon receipt of the originals of the required documents, i.e. it shall render financial performance. Originals of these documents remain with the Insurer and are not returned. If an original document has been submitted for payment to a party other than the Insurer, a copy will suffice if it records and confirms payments made by this party.

4. If an Insured Event occurred and the continuous hospitalisation of the Insured Person exceeds the Duration of the Insurance, the Insurer shall decide on the subsequent procedure as follows:

- a) if the state of health of the Insured Person does not allow for his repatriation, the Insured Person shall be treated in a healthcare facility designated by the Insurer until such time as his state of health improves to such an extent as to allow for his repatriation,
- b) if the state of health of the Insured Person allows for his repatriation, the repatriation can proceed after the consent of the attending doctor is obtained.

5. The upper limit for the Insurance Benefit is determined by the following limits:

- a) The agreed benefit limit for expenses under items a) to e) of paragraph 1 of this article (Healthcare, including repatriation and transportation), dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount [CZK]	3,000,000	6,000,000	no limit

- b) The partial limit detailed under item a) of this paragraph is the benefit limit for expenses under paragraph 1 e) of this article (urgent dental care), dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount [CZK]	5,000	7,500	10,000

Article 5

Obligations of the Insured Person

In addition to the obligations detailed in Section A, the Insured Person shall also:

1. Seek medical treatment, if necessary, and, if the circumstances do not preclude it, to prove his identity to the healthcare provider by producing his Insured Person's Card.
2. Undergo repatriation, if his state of health permits and upon the request of the Insurer or the Insurer's assistance service provider.
3. If immediate settlement is required of the Insured Person by a healthcare facility for a Loss which constitutes an Insured Event, the Insured Person shall:
 - a) pay reasonable and demonstrable costs to the authorised recipient,
 - b) collect the originals of the required documents and to store them safely until their submission to the Insurer,
 - c) submit the required documents to the Insurer without undue delay.

Article 6

Exclusions from the Insurance

In addition to the exclusions detailed in Section A, the following are not deemed to be Insured Events:

1. Childbirth, including premature and purperium, abortion, artificial fertilisation, infertility treatment and tests or tests (including laboratory and ultrasound) to ascertain and monitor pregnancy, tests involving contraception and payment of contraception,
2. Cases of travel abroad for the purposes of utilizing healthcare,
3. Preventative examinations, vaccination, medical tests and treatment not associated with the sudden onset of illness or injury,
4. Rehabilitation, physical therapy, chiropractic operations, exercise therapy and self-reliance training,

5. Organ transplants, haemophilia treatment, interferon treatment, insulin therapy except during the provision of first aid, chronic haemodialysis,
6. Replacements for spectacles, contact lenses and hearing aids and the production and repair of orthopaedic prostheses,
7. Psychiatric disorders not associated with any other sudden onset of illness or injury,
8. Procedures and diagnostic methods that are not medically recognised or performed by a qualified healthcare professional, including hospitalisation provided at such facilities,
9. Cosmetic measures,
10. Spa and convalescent treatment and stays, treatment at specialist treatment facilities (including long-term care facilities, sanatoria and hospices) and at facilities for subsequent ward treatment care,
11. Acupuncture and homeopathy,
12. Complications that may arise during the treatment of illnesses, conditions or injuries not covered by the Insurance,
13. Examinations and treatment of venereal and sexually transmitted diseases and AIDS from the determination of a diagnosis,
14. Coverage of medicine and healthcare aids not prescribed by a doctor, i.e. freely available without a doctor's prescription or medicine whose administration started before the commencement of the Insurance,
15. Treatment of illnesses and states of health where healthcare is appropriate, useful and necessary, but may be postponed and need not be provided until one returns to the Czech Republic,
16. Events after the Insured Person refuses to undergo repatriation, treatment or necessary medical examinations by a doctor assigned by the Insurer or the Insurer's assistance service provider,
17. Transportation, searching, probing and rescue operations, if an Insured Event has not occurred at the same time impacting on the health of the Insured Person.
18. Events occurring on the territory of the state in which the Insured Person is or should have taken out health insurance in accordance with local regulations.

SECTION C.

ACCIDENT INSURANCE

If the Insured Person has agreed to **Accident Insurance** (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Beneficiary with a lump-sum Insurance Benefit of the agreed amount.
2. The Beneficiary is the Insured Person.
3. In the case of the occurrence of an Insured Event under Accident insurance resulting in death, the right to the Insurance Benefit shall be acquired by the Insured Person's spouse or, if there is no spouse, the Insured Person's children. If there are no children, this right shall be acquired by the Insured Person's parents, and if there are no parents, this right shall be acquired by the Insured Person's heirs.
4. The subject of the Insurance is the health and life of the Insured Person.
5. The Insurance is concluded as Agreed Sum Insurance.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 10 of Section A, the Insurance lasts within the framework of the agreed Insurance Period from the moment of the Trip Commencement, at the earliest, to the moment of the Return from the Trip, at the latest.

Article 3

Insured Event

With the exception of the agreed exclusions, an Insured Event is any Permanent Consequences or Accidental Death of the Insured Person arising within the Duration of the Insurance and at the place of Insurance.

Article 4

Extent of Insurance Benefits

1. The Insurer shall implement the Insurance Benefit by way of financial performance rendered to the Beneficiary.
2. If more than one person acquires the right to an Insurance Benefit and if their shares have not been determined, then each of them shall be entitled to an equal proportion.
3. The Insurance Benefit is determined by the Insurer in accordance with principles stated hereinafter, the amount of the agreed insured amount the table for the assessment of the Permanent Consequences of an Injury, the designation of which is contained at the head of the insurance policy (hereinafter the "valuation table").

4. Insurance Benefits for the Permanent Consequences of an Injury:

- a) if an Injury leaves the Insured Person with Permanent Consequences, the Insurer shall pay a percentage of the agreed insured amount in accordance with the valuation table corresponding to the extent of the Permanent Consequences of the Injury for individual physical damage after stabilisation. If the extent of the Permanent Consequences of the Injury cannot be determined precisely, the extent to which the function of the damaged organ has been affected from the medical standpoint shall be decisive,
- b) in the first year following the Injury, the Insurer shall only provide benefits if the final extent of the Permanent Consequences of the Injury can be clearly determined from a medical standpoint,
- c) if, after the first year following the Injury, the percentage of the

Permanent Consequences of the Injury cannot be clearly determined, but it can be established that an Insurance Benefit claim has been established and that its minimum amount can be determined, then the Insurer shall provide the Beneficiary with a reasonable advance on the basis of his written request. In such cases the Insured Person and the Insurer are entitled to have the extent of the Permanent Consequences of the Injury verified by a doctor every year for a period of three years following the Injury,

- d) if it is not possible, even three years after the Injury, to clearly determine the extent of the Permanent Consequences of the Injury, the Insurer shall determine this extent on the basis of the Permanent Consequences of the Injury at the end of this period,
- e) if the Insured Person dies as a result of the Injury within one year of its occurrence, then a claim for Insurance Benefits for the Permanent Consequences of an Injury shall not arise,
- f) if the Insured Person dies within one year of the occurrence of the Injury due to other causes not associated with the Injury, then the Insurer shall pay the Insurance Benefit in accordance with the extent of the Permanent Consequences of the Injury, which can be determined on the basis of the doctor's last findings,
- g) if there are several Permanent Consequences resulting from one Insured Event, then the Insurer shall pay the Insurance Benefit up to the sum of the percentages for the individual effects, but no more than the agreed upper limit of the Insurance Benefit for one Insured Event,
- h) if the individual effects relate to one or more Injuries to the same limb, organ or part thereof, the Insurer shall assess them as a whole up to the percentage determined in the valuation table for anatomical or functional loss to the relevant limb, body or part thereof,
- i) if a part of the body or organ to which the Permanent Consequences of the Injury relate was damaged before the Injury, the Insurer shall reduce the Insurance Benefit for the Permanent Consequences by a percentage corresponding to the previous damage,
- j) the agreed insured amount, dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for each of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Amount of sum assured [CZK]	200,000	300,000	400,000

5. Insurance benefits for an Injury resulting in death:

- a) if the Insured Person dies within three years of the date of his Injury as a result of its effects, the Insurer shall make a one-off payment of the agreed insured amount,
- b) the Insurance Benefit is increased to twice the agreed insured amount if the death is caused by an Injury caused during a plane accident,
- c) the Insurance Benefit for an Accident resulting in death is reduced by the amount of benefits already paid to the Insured Person for the Permanent Consequences of this Injury. If the Insurance Benefit already paid by the Insurer for the Permanent Consequences of this Injury are higher than the agreed insured amount for the event of Injury resulting in death, the Insurer has no right to a refund of the difference between these two benefit payments,
- d) the agreed insured amount, dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for any one of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Amount of sum assured [CZK]	100,000	150,000	200,000

Article 5

Obligations of the Insured Person

In addition to the obligations detailed in Section A, the Insured Person shall also:

1. prove to the Insurer that the Insured Event occurred,
2. seek out medical treatment after the Injury without undue delay and undergo treatment in accordance with the doctor's instructions,
3. when a claim is exercised for an Insurance Benefit in the event of Permanent Consequences, present together with notification of the Insured Event:
 - a) healthcare documentation on the progress of the treatment and rehabilitation, including a medical report issued by the attending doctor after the Permanent Consequences of the injury have stabilised,
 - b) a medical release report if the Insured Person is hospitalised in connection with the Injury,
 - c) a police report if the Injury occurred in connection with a traffic accident or a criminal act.

Article 6

Exclusions from the Insurance

In addition to the exclusions detailed in Section A, disorders (such as heart attacks, strokes, diabetes) are not considered to be Insured Events, with the exception of disorders arising exclusively as a result of an Injury.

SECTION D.

PERSONAL EFFECTS INSURANCE

If the Insured Person has agreed to Personal Effects Insurance (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of the Insured Event, provide the Insurance Benefit to the Beneficiary to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Beneficiary is the Insured Person.
3. The subject of the Insurance (the insured items) is represented by tangible movable items for the Insured Person's personal use commonly used for the given purpose of the journey (e.g. clothing, bicycle, skis) and designated for the personal use of the Insured Person who has taken them on the journey or has demonstrably acquired them during the journey, including the luggage in which this property is held.
If the type of journey concluded is that defined as a "Business" journey, the subject of the Insurance shall also include small tangible items entrusted to the Insured Person by his/her employee, which the Insured Person took with him on the journey and is using them to perform the activity, such as, for example, a personal computer, samples of merchandise, books, a mobile telephone, etc.
4. The Insurance is concluded as Loss Insurance.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 10 of Section A, the Insurance lasts within the framework of the agreed Insurance Period from the Trip Commencement, at the earliest, to the Return from the Trip, at the latest.

Article 3

Insured Event

With the exception of the agreed exclusions, an Insured Event is damage to the subject of the Insurance arising within the Duration of the Insurance and at the place of Insurance:

1. due to damage to or destruction of the insured property caused by:
 - a) fire, explosion, direct lightning strike or aircraft fall,
 - b) flood or inundation,
 - c) windstorm or hail,
 - d) landslides, collapses of rocks or earth, snow slides or avalanches,
 - e) falling trees, poles or other objects,
 - f) weight of snow or ice,
 - g) earthquake,
 - h) water leaking from water piping,
2. misappropriation of the insured property through burglary or robbery,
3. damage or destruction of the insured property during a traffic accident,
4. loss of the insured property in the event that the Insured Person was deprived of the possibility to take care of the property.

Article 4

Extent of Insurance Benefits

1. The Insurer shall implement the Insurance Benefit by way of financial performance rendered to the Beneficiary.
2. In the case of an Insured Event resulting in damage to the insured property, the Insurer shall pay a sum corresponding to the reasonable costs of repairing the damaged property up to the Current Price of the property.
3. In the case of an Insured Event resulting in the destruction of the insured property, the Insurer shall pay a sum corresponding to the Current Price of the property.
4. In the case of an Insured Event resulting in the misappropriation or loss of the insured property, the Insurer shall pay a sum corresponding to the Current Price of the property.
5. The agreed benefit limit, dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount [CZK]	10,000	20,000	30,000

Article 5

Obligations of the Insured Person

In addition to the obligations detailed in Section A, the Insured Person shall also:

1. In the event of the misappropriation of insured property report this fact to the locally competent police body and submit the police report to the Insurer together with the notification of the Insured Event. The police report must include an identification of the Insured Person, the date, the cause and circumstances of the occurrence and extent of the Insured Event (list of misappropriated, destroyed or damaged property), as well as the date of entry, signature, stamp and contact details of the clerk.
2. In the event of the loss, damage or destruction of the insured property in a traffic accident provide a report of the investigation of the traffic accident and submit it to the Insurer together with the notification of the Insured Event.
3. In the event of the loss of the insured property while the Insured Person is unconscious, arrange for confirmation by a doctor of this state and submit it to the Insurer together with the notification of the Insured Event.
4. Inform the Insurer, without undue delay that:
 - a) criminal proceedings have been initiated in connection with the Insured Event, and inform him of the progress and results of such proceedings,
 - b) the misappropriated or lost property involved in the Insured Event has been found, and if he has already received an Insurance Benefit for this property, return the benefit to the Insurer minus reasonable demonstrable costs required for the repair of this property if it has been damaged between the occurrence of the Insured Event and the rediscovery of the

- property.
- Keep damaged or destroyed property in its original state and allow the Insurer to inspect it until the end of the investigations required to ascertain the extent of the Insurer's obligation to provide an Insurance Benefit.

Article 6

Exclusions from the Insurance

In addition to the exclusions detailed in Section A, the following are not deemed to be Insured Events:

- theft of cameras, musical instruments, audiovisual equipment, mobile telephones, computers and other similar electronic equipment, including their accessories from a motor vehicle,
- events caused by a defect that the insured property already had at the time the Insurance was taken out and which might have been known to the Policyholder or the Insured Person regardless of whether or not it was known to the Insurer,
- all types of indirect damage (e.g. lost earnings, lost profit, fines, shortfalls, inability to use the insured property, copyright, extraordinary award or special popularity award) and incidental expenses (e.g. all types of express charges, costs of legal representation),
- damage to this property:
 - motor vehicles, trailers and semitrailers, together with their accessories and spare parts,
 - property and luggage entrusted to a carrier,
 - property handed over for purposes of providing a service,
 - money, bank books, payment cards, certificates of deposit, telephone cards, securities and similar documents, passports, driving licences, tickets, air tickets and other documents, identity cards and authorizations of all kinds,
 - weapons, items made of precious metals, collections and items of value to collectors, antiques, designer porcelain, works of art, items of special cultural and historical value and other valuables,
 - foodstuffs, alcohol and tobacco products,
 - individual data carriers (e.g. CDs, flash disks),
 - data stored on data carriers,
 - sports equipment designed for use in sports other than for which the Insurance was taken out.

SECTION E.

THIRD PARTY INDEMNITY INSURANCE

If the Insured Person has agreed to **Third Party Indemnity Insurance** (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

- In the event of the occurrence of the Insured Event, the Insured Person shall be entitled to be compensated by the Insurer for the damage or other harm, to the extent and up to the amount determined by the Insurance, if it arose.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the liability of the Insured Person.
- The Insurance is concluded as Loss Insurance.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 10 of Section A, the Insurance lasts within the framework of the agreed Insurance Period from the moment of the Trip Commencement, at the earliest, to the moment of the Return from the Trip, at the latest.

Article 3

Insured Event

- With the exception of the agreed exclusions, an Insured Event involves the establishment of an obligation on the part of the Insured Person to compensate for damage or non-property loss, the cause of which occurred within the Duration of the Insurance and at the place of Insurance, which the Insured Person caused by his activities in the course of ordinary civil life and for which he is liable in compliance with a legal regulation of the state where the damage or non-property loss occurred.
- An Insured Damage is not detriment or loss arising in connection with the performance by the Insured Person of gainful activity or the performance of work duties within labour-law relations or in connection therewith, regardless of whether the type of journey concluded has been that defined as a "Business" journey.
- If a court or other authorised body rules on compensation for damage or non-property loss, it shall be understood that the investigation of the Loss Event by the Insurer shall commence on the date that the ruling of this body was delivered to the Insurer.

Article 4

Extent of Insurance Benefits

- The Insurer shall implement the Insurance Benefit by way of financial performance rendered to the damaged party up to the limit of the Insurance Benefit agreed in the insurance policy. The Insurance Benefit limit shall be set by the Policyholder at its responsibility.
- The damaged party is not entitled to fulfilment from the Insurer.
- In the event of damage to a person's life or health, the Insurer shall provide compensation for a:
 - non-property loss caused by a breach of the damaged party's right to health protection (e.g. compensation for pain and suffering, compensation for social impairment),
 - subsequent financial loss caused as a direct consequence of

damage to a person's health, if such a loss is covered by insurance arranged on the basis of these insurance terms and conditions (e.g. loss of earnings, foregone profit, treatment costs, funeral costs).

- In the event of damage to a tangible immovable and movable personal property (hereinafter referred to as "personal property"), the Insurer shall provide compensation for:
 - damage to the personal property caused by its damage, deterioration, devaluation, destruction or loss,
 - subsequent financial loss arising to the owner of the personal property or a party lawfully using the personal property under a contract, as a direct consequence of the damage to that personal property (e.g. foregone profit, costs of disposing the damaged personal property).

- In the event of damage to a live animal (hereinafter referred to as the "animal"), the Insurer shall provide compensation for the:
 - damage caused by the death, loss or injury of the animal,
 - subsequent financial loss arising to the owner of the animal or a party lawfully using the animal under a contract as a direct consequence of the damage to a live animal; purposefully incurred costs associated with caring for the health of the injured animal shall be reimbursed to the party incurring them.

- This Insurance also covers the liability of the Insured Party to provide:
 - reimbursement of the costs of paid services incurred by a health insurance company,
 - regressive reimbursement, which the Insured Party is obliged to pay a sickness insurance body in connection with the establishment of an entitlement to a sickness insurance benefit, on the condition that such an obligation arose as a consequence of damage to a person's life or health.

- The Insurer shall pay the costs necessary for the Insured Party's legal protection from a claim considered unjustified by the Insured Person as well as the Insurer.
- If the Insured Person compensates the damaged party for damage or non-property loss, for which the Insured Person is liable to the extent stipulated in this article, and the Insurer has yet to render the financial performance to the damaged party, the Insured Person shall be entitled to compensation of this financial performance from the Insurer up to the amount that the Insurer would otherwise have had to pay to the damaged party on behalf of the Insured Person.

- If the Insured Person causes damage or non-property loss through conduct influenced by the use of alcohol or narcotic or psychotropic substances, then the Insurer has the right to compensation from him for benefits paid out on his behalf.
- The agreed benefit limit, dependent on the selected benefit limit option detailed in the insurance policy, limits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount [CZK]	2,000,000	3,000,000	4,000,000

- The Insurance Benefit for one item is also limited by its Current Price.
- Damage or loss to health or property is also regarded as being damage or other loss caused by riding a bike, skiing, riding a wheelchair and by a small animal that the Insured Person has with him during the journey in accordance with legal regulations (e.g. dog, cat).

Article 5

Obligations of the Insured Person

In addition to the obligations detailed in Section A, the Insured Person shall also:

- notify the Insurer, without undue delay, of the occurrence of the Loss Event, of the fact that the injured party has exercised a right to compensation against him and shall express himself to his obligation to pay compensation for the damage or other loss, to the claimed compensation and to the amount thereof,
- also notify the Insurer, without undue delay, of the fact that proceedings have been initiated against him before a public authority body or arbitration proceedings in connection with the Insured Event; at the same time, he shall inform the Insurer who his legal representative are, as well as of the progress and the results of the proceedings. In compensation proceedings, the Insured Person shall proceed in accordance with the Insurer's instructions; the Insurer shall reimburse the Insured Person for the costs of these proceedings,
- submit a police report to the Insurer, if the event has been investigated by the police,
- present the Insurer with the names and addresses of all injured parties, possible witnesses and their written declarations, as well as documents indicating the amount of damage or non-property loss incurred,
- in the event of damage to the health of a stranger, present a medical report with a detailed diagnosis of the injury to this person or the cause of death,
- not pay or undertake to pay statute-barred claims or parts thereof without the consent of the Insurer;
- not recognise all or part of a claim based on liability for damage without the consent of the Insurer,
- in proceedings over compensation for damage or non-property loss held against him:
 - inform the Insurer of the progress and results of the proceedings, and present the Insurer with all documents relating to these proceedings as soon as they are acquired,
 - not enter into judicial conciliation or a settlement agreement without the consent of the Insurer,
 - submit a remedial measure against the rulings of courts or other authorised bodies, unless he receives a different instruction from the Insurer during the appeals period,
 - plead limitations in a timely manner,

- proceed in such a way as not to give cause for the issue of a default or recognition judgement.

Article 6

Exclusions from the Insurance

In addition to the exclusions detailed in Section A, the Insurance also does not apply to the Insured Party's obligation to compensate for damage or non-property loss:

- assumed over and above the limit set by legal regulations or by contract,
- acknowledged after the fact by contract, which would not have otherwise arisen in the absence of such a contract,
- arising to items that were borrowed by the Insured Person or entrusted to him for his use or that he is using for another reasons or has with him. This exclusion does not apply to items that are part of premises used by the Insured Person for accommodation purposes, arising in connection with a work accident or an occupational disease,
- arising in connection with an activity in respect of which Czech legal regulations prescribe an obligation to take out insurance, caused to the environment, including ecological damage (e.g. pollution of water, soil, atmosphere, forest, gardens),
- caused to data and other records,
- caused by information or advice,
- ensuing from product liability,
- caused whilst exercising hunting rights,
- caused whilst engaging in Professional Sports,
- caused to property which the Insured Person has assumed for purposes of providing any service (e.g. storage, transport or processing),
- to the extent of his liability towards his employer, his partners, his next of kin or the next of kin of his partners,
- to the extent of the loss consisting of compensation:
 - for mental suffering,
 - for personal misfortune,
 - for a special emotional value (pretium affectionis),
 - in connection with exercising the right to the protection of a person's personality,
- arising due to an infringement of intellectual property rights (e.g. patent rights and copyright, trademark rights, rights pertaining to a sample or a business name),
- caused in connection with the operation of a motor vehicle, motor vessel, aircraft or other flying device (e.g. a parachute, glider, sports kite),
- caused in connection with the ownership, holding, lease or administration of real estate,
- caused by the introduction or spreading of infectious diseases of people, animals or plants, including transmission of HIV,
- caused:
 - by an animal exported or acquired for business purposes or bred for commercial purposes,
 - by a wild and exotic animal,
 - by a service animal in the course of service,
- in the case of any compensation for damage or loss granted by a court in the United States of America or Canada.

SECTION F.

CANCELLATION FEE INSURANCE

If the Insured Person has concluded **Cancellation Fee Insurance** (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

- The Insurer shall, in the event of the occurrence of the Insured Event, provide the Insurance Benefit to the Beneficiary to the extent of the damage to the subject of the Insurance in the agreed amount.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the cancellation of the Insured Person's participation in the Trip or another service (hereinafter referred to as the "Trip").
- The Insurance is concluded as Loss Insurance.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 10 of Section A, the Insurance lasts from the moment of its conclusion until the moment of the Return from the Trip, but no longer than the agreed commencement of the Insurance Period. If the Insurance is taken out, it shall be valid from the conclusion of the insurance policy, regardless of the agreed Insurance Period.

Article 3

Insured Event

With the exception of agreed exclusions, the Insured Event is the imposition of the obligation on the Insured Person to pay a cancellation fee assessed by the service provider if the participation in the Trip was demonstrably cancelled with the service provider within the Period of the Insurance due to the serious acute illness, injury or death of the Insured Person or his relative or persons insured under the same insurance policy or due to something not caused by the Insured Person or loss of employment or due to material damage of the Insured Person caused by forces of nature, if such causes have emerged after the insurance policy has been taken out.

The date of the occurrence of the Insured Event is the date on which the service provider received notice of the cancellation of participation in the Trip.

Article 4

Extent of Insurance Benefits

- The Insurer shall implement the Insurance Benefit by way of financial performance rendered to the Beneficiary.
- The Insurer shall provide an Insurance Benefit up to the amount of the cancellation fee, at most up to the amount of the price of the Trip detailed in the insurance policy, minus the agreed deductible. The amount of the cancellation fee and the price of the Trip are always understood to mean the costs directly associated with the Insured Person.
- The Insurer shall provide the Insurance Benefit if the cause for the cancellation of the Trip emerged at a time when it was not possible to cancel the utilisation of services without a cancellation fee being incurred.
- In the event of a breach of the obligation under Article 5 of this section, the Insurer is entitled to reduce the Insurance Benefit accordingly.
- The Insurer shall provide an Insurance Benefit for only one Insured Event for the entire Insurance Period.

Article 5

Obligations of the Insured Person

If it is evident that the participation of the Insured Person in the Trip must be cancelled, the Insured Person shall, in addition to the obligations detailed in Section A, also:

- cancel his participation in the arranged Trip with the service provider without undue delay and no later than the business day following that on which it was evident that the Insured Person could not take part in the Trip,
- inform the Insurer immediately and subsequently prove the circumstance on the basis of which it was necessary to cancel one's participation in the Trip, e.g. by way of a medical report, a copy of the confirmation of work incapacity or a medical release report from the hospital, or other confirmation depending on the cause for the cancellation of participation in the Trip, a copy of the order for the Trip, proof of payment for the Trip and the amount returned by the service provider, the service provider's terms of cancellation and other documentary proof required by the Insurer.

Article 6

Exclusions from the Insurance

In addition to the exclusions detailed in Section A, the following are not deemed to be Insured Events:

- Grounds of psychiatric illness or psychiatric disorder.
- The consequences of failure to utilize services ordered or paid for by the Insured Person directly to their provider (e.g. optional excursions).
- Cases where the Insurance was taken out later than three business days after the payment for the service or payment of the first deposit for it.
- Cases when services connected with the Trip were paid less than 15 days before the planned date of departure whilst at the same time the Insurance arose later than the date on which the service was paid.
- Cases where the Insured Person has not taken advantage of the option to designate a replacement.

SECTION G.

MOUNTAIN RESCUE SERVICE INTERVENTION INSURANCE

If the Insured Person has concluded **Mountain Rescue Service Intervention Insurance** as part of the insurance policy (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

- The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Beneficiary to the extent of the damage to the subject of the Insurance up to the agreed amount.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the obligation of the Insured Person to pay the expenses of intervention by a Mountain Rescue Service at an altitude of up to 5000 metres above sea level (hereinafter referred to as "Mountain Rescue Service").
- The Insurance is concluded as **Loss Insurance**.

Article 2

Insured Event

With the exception of the agreed exclusions, an Insured Event is the establishment of the obligation of the Insured Person to pay his expenses ensuing from the intervention of the Mountain Rescue Service performed which took place within the Duration of the Insurance and at the place of Insurance and caused by the fact that the Insured Person was in difficulty at the time of the intervention.

Article 3

Extent of the Insurance Benefit

- For the purposes of this Insurance, the expenses of the intervention of the Mountain Rescue Service are understood to be the expenses of technical intervention to the following extent:
 - searching for the Insured Person in a mountainous area,
 - extrication of the Insured Person,
 - rescue work associated with land-based or aerial transport from

the location where the Mountain Rescue Service intervened to the nearest place accessible by regular road transport or to the nearest healthcare facility,

- transport of the bodily remains from the location where the Mountain Rescue Service intervened to the location where the bodily remains are collected by the designated transport service.
- The expenses stipulated in paragraph 1 of this article shall be paid by the Insurer directly or via the assistance service provider, the Mountain Rescue Service or another party who has demonstrably incurred these.
 - If uninsured persons are also involved in the intervention, then the Insurer shall pay a sum corresponding to the proportion of the number of Insured Persons and uninsured persons.
 - The agreed benefit limit, dependent on the selected benefit limit option detailed in the insurance policy, delimits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount (CZK)	100,000	200,000	400,000

Article 4

Exclusions from the Insurance

In addition to the exclusions detailed in Section A of the Insurance Terms and Conditions, the following are not deemed to be Insured Events:

- operations not performed under the authority of the Mountain Rescue Service,
- an intervention outside the territorial competence of the Mountain Rescue Service,
- operations covered:
 - by public health insurance,
 - by insurance arising out of international conventions,
- cases where the Insured Person did not comply with warning or information devices related to peoples' safety in mountainous areas,
- cases where the Insured Person behaved in such a way that he endangered his own or others' health, property or lives,
- events occurring as a result of:
 - the intentional misuse of the Mountain Rescue Service by the Insured Person,
 - the Insured Person's negligent conduct,
 - a failure by the Insured Person to comply with the instructions of the Mountain Rescue Service.

SECTION H.

HOSPITALISATION INSURANCE

If the Insured Person has concluded **Hospitalisation Insurance** as part of the insurance policy (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

- The Insurer shall, in the event of the occurrence of the Insured Event, provide a lump-sum Insurance Benefit to the Beneficiary of the agreed amount.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the health of the Insured Person.
- The Insurance is concluded as **Agreed Sum Insurance**.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 3(4) of Section A and regardless of the agreed territorial validity, the Insurance does not apply to events occurring on the territory of the Czech Republic.

Article 3

Insured Event

With the exception of the agreed exclusions, an Insured Event is the hospitalisation of the Insured Person in a healthcare facility at the place of Insurance, commenced within the Duration of the Insurance Period due to Insured Perils occurring within the Duration of the Insurance and at the place of Insurance, namely being:

- injury,
- sudden illness,
- pregnancy.

Article 4

Extent of the Insurance Benefits

- The Insurer shall implement the Insurance Benefit by way of financial performance rendered to the Beneficiary in an amount corresponding to the product of the insured amount agreed for this Insurance and the number of days of hospitalisation.
- The hospitalisation period is always counted from the first day of hospitalisation.
- The first and last day of hospitalisation is counted as one day.
- The Insurer does not provide an Insurance Benefit for hospitalisation lasting less than 24 hours.
- The maximum hospitalisation period is 30 days for each single Insured Event.
- The investigation of an event may be concluded no earlier than at the end of hospitalisation or the maximum hospitalisation period.
- The agreed insured amount, dependent on the selected benefit limit option detailed in the insurance policy, delimits the Insurance Benefit for each of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Amount of sum assured (CZK/day)	200	300	500

Article 5

Exclusions from the Insurance

In addition to the exclusions detailed in Section A of the Insurance Terms and Conditions of Travel Insurance, hospitalisation solely related to the need for caretaker and guardian services is also not deemed to be an Insured Event.

SECTION I.

TRAVEL DOCUMENTS INSURANCE

If the Insured Person has taken out **Travel Documents Insurance** as part of the insurance policy (hereinafter in this section referred to as "Insurance"), the Insurance is governed not only by the joint provisions in Section A, but also by the provisions of this section.

Article 1

Purpose and Subject of the Insurance

- The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Beneficiary to the extent of the damage to the subject of the Insurance up to the agreed amount.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the Insured Person's passport and identity card (hereinafter in this section also referred to as a "travel document").
- The Insurance is concluded as **Loss Insurance**.

Article 2

Territorial and Chronological Validity of the Insurance

In deviation from Article 3(4) of Section A and regardless of the agreed territorial validity, the Insurance does not apply to events occurring on the territory of the Czech Republic

Article 3

Insured Event

- With the exception of the agreed exclusions, an Insured Event is damage to a travel document arising under the conditions set out in Section D. **Personal Effects Insurance**.
- The exclusion for passport and identity card set out under paragraph 4 d) of Article 6 of Section D.
- In deviation from Article 3(3) of Section D of the Insurance Terms and Conditions, the Insurance also applies to a loss, damage or destruction of a travel document due to any cause.

Article 4

Extent of the Insurance Benefit

- A loss is represented by necessary and reasonable expenses demonstrably incurred in order to acquire a replacement travel document at the place of Insurance comprising of:
 - a fee charged for the issue of a replacement travel document,
 - travel to and from the place where the replacement travel document is issued,
 - accommodation directly connected with travel to and from the place where the replacement travel document is issued.
- The Insurer shall reimburse the Beneficiary for the expenses stipulated in paragraph 1 of this article.
- The agreed benefit limit for expenses under paragraph 1 of this article, dependent on the selected benefit limit option detailed in the insurance policy, delimits the Insurance Benefit for one and all of the Insured Person's Insured Events as follows:

Benefits limit option	Basic	Comfort	Excelent
Benefits limit amount (CZK)	4,000	6,000	10,000

Article 5

Obligations of the Insured Person

In addition to the obligations detailed Section D of the Insurance Terms and Conditions, the Insured Person shall also be obliged to hand over to the Insurer, together with a written notice of the Insured Event, the originals of all documents proving the amount of the loss under Article 4(1) of this Section.