

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE CP 01/20

effective as of 1 May 2020



POJIŠŤOVNA VZP, a.s.

We protect what's dearest

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 Insurance terms and conditions (hereinafter the "subsequent sections"). The types of insurance to be taken out are stipulated in the insurance contract.

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SECTION A JOINT PROVISIONS

Article 1 Introductory Provisions

1. The rights and obligations of the parties to this travel insurance (hereinafter in this section referred to as "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, the provisions stipulated in the insurance contract and its annexes and in other documents which make up an integral part thereof.
2. Arrangements in the insurance contract 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 shall prevail over the provisions of this section.
3. 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:

1. 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/her or his/her surroundings.
2. Target Destination is understood to refer to the area where the city, town, or resort is located, which is stated in the package tour contract, the reservation of accommodation, or on a ticket purchased for ground/sea or air travel.
3. Abroad is understood to be territory beyond the borders of the Czech Republic.
4. 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.

5. 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.
6. The Duration of the Insurance is the actual period of time within the agreed Insurance Period for which the Insurance was in effect.
7. 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.
8. Long-Term Stabilised Chronic Illness is a long-standing and developing illness (including post-accident states) that existed prior to the commencement of the insurance and was in a stable state during the previous 6 months and did not call for hospitalisation or a deterioration or a change in the treatment procedures or medicine.
9. An e-bike is understood to mean bicycles and scooters equipped with an integrated electric motor with a power output of up to 250 W, the operation of which is deactivated upon reaching a maximum speed of 25 km/h.
10. Hospitalisation is understood to mean the state of the Insured Person caused by an Insured Peril, when he/she is provided with the necessary hospital diagnosis and curative care connected with his/her stay in bed.
11. One Insured Event is an Insured Event occurring 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.
12. Single Insurance Premium is the premium determined for the entire Insurance Period.
13. One item is deemed to also include all of its parts.
14. A Period given in days is always understood to be the number of calendar days.
15. 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.
16. 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/her trip.
17. Return from the Trip is the moment at which the Insured Person alights from a Transport Means at his/her place of residence in the Czech Republic.
18. 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 him/herself or his/her surroundings.
19. Agreed Sum Insurance is Insurance the purpose of which is 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.
20. Misappropriation of property is understood to mean:
 - a) theft through burglary, where a stranger has taken possession of insured property by demonstrably breaking through obstacles protecting this property against misappropriation from closed and locked premises or from the closed and locked luggage compartment of a motor vehicle, on the condition that the property was 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 of property by burglary,
 - b) 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.
21. The Entitled Person is the party with a right to an Insurance Benefit as a result of an Insured Event.
22. A Policy is a written confirmation that an insurance contract has been concluded, which the insurer issues to the Policyholder.
23. The Insurance Period is the period for which the Insurance was

- agreed. This period is not reduced by the premature expiration of the Insurance.
24. An Insured Event is an accidental state of affairs brought about by the Insured Peril specifically specified for individual types of insurance and associated with the establishment of an obligation on the part of the Insurer to provide an Insurance Benefit.
 25. An Insured Peril is the possible cause of an Insured Event specifically specified for individual types of insurance (hereinafter the "cause"). An Insured Peril does not cease due to the Insured Person's absence at the place of Insurance.
 26. An Insurance Risk is a measure of the probability of the occurrence of an Insured Event caused by an Insured Peril.
 27. The Policyholder is the party that has concluded the insurance contract with the Insurer and is obliged to pay the premium.
 28. The Insurer is a legal entity entitled to carry on insurance activity according to special legislation.
 29. The Insured Person is a person in respect to whose life or health the insurance relates.
 30. 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).
 31. Property Damage is any damage to property which can be eliminated by repairs, if the expense of such repairs does not exceed the Current Price of the property.
 32. 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.
 33. A Relative of the Insured Person is understood to be her/his spouse, partner living in a joint household, children, parents, grandparents, grandchildren, siblings, parents of the spouse, registered partner, or parents of the registered partner.
 34. A Deductible is the amount agreed in the insurance contract representing the Entitled Person's participation in the Insurance Benefit for each Insured Event. The Deductible may be expressed as a fixed sum, a percentage or a combination of the two.
 35. Sports equipment is understood to mean common sports equipment of the Insured Person intended for his/her personal use, which he/she took on the trip or demonstrably acquired during the trip. Things that are not used as gear or kit, such as personal accessories, clothing, helmets, goggles, shoes, binoculars, etc., are not considered sports equipment.
 36. A Cancellation Fee is a fee required by the service provider to cancel participation in the trip. A Cancellation Fee is considered to be a sum up to the amount corresponding to the provisions of package tour contract or prescribed in the Cancellation Fees tariff in effect as of the date that the package tour contract was concluded.
 37. A Loss Event is an event resulting in damage which may constitute grounds for the establishment of a right to an Insurance Benefit.
 38. Loss Insurance is insurance the purpose of which is to provide compensation for a loss arising from an Insured Event. The Insurer shall, in the event of Loss Insurance, provide an Insurance Benefit which shall render compensation in the agreed extent for the property loss arising as a consequence of the Insured Event.
 39. Distress is a condition in which the Insured Person's health or life is endangered and he/she is unable to do without outside help.
 40. Permanent Consequences is understood to mean such consequences of an Accident which can no longer be improved, i.e. a permanent effect on the physical functions or their loss.
 41. 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.
 42. A Service Payment is understood to mean the payment for a package tour or service, or the first instalment thereon.
 43. An Accident 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 occurs within the Duration of the Insurance and which resulted in damage to the Insured Person's health or in his/her death, including work accidents. An Accident is deemed to occur the moment that the external forces or influences damaging the health or causing the death of the Insured Person came to bear.
An Accident is also considered to be damage to health, which was inflicted to the Insured Person:
 - a) by local purulence after the entry of pathogens into an open wound caused by an Accident,
 - b) by infection with tetanus or rabies during an Accident, by diagnostic, curative, and preventive measures taken to treat the consequences of an Accident,
 - c) by unexpected and uninterrupted exposure to high or low outdoor temperatures, gases, vapours, electric current (incl. lightning), radiation, toxic substances and poisons (except for microbial poisons and immunotoxic substances),
 - d) by drowning and death by drowning,
 - e) by bites and insect stings.
 44. Vandalism is understood to mean the intentional damage or destruction of things by a third-party.
 45. Serious illness is understood to mean a medically documented sudden and unexpected change in health endangering the health or life of the Insured Person, regardless of his/her will, and requires acute and urgent medical care.
 46. Multiple Insurance arises when two or more private insurance contracts 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.
 47. Water from water distribution installations means water, water vapor or another liquid (e.g., heating, air conditioning and extinguishing media) escaping from water distribution installations or accessories thereto as a result of a sudden breach in the integrity of the water distribution installations or accessories thereto or its freezing in direct connection with the nature and function of the water distribution installations or accessories thereto.
 48. An Interested Party is a party interested in concluding an insurance contract with the Insurer.
 49. A package tour is understood to be a trip and a stay paid for to the service provider with collective or individual transport regardless of the number of services provided.
 50. Luggage compartment 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. Luggage compartment also means a lockable roof top box or a lockable box, which is part of a motorcycle.
 51. Destruction is any damage to property which cannot be eliminated by economically expedient repairs if the property can no longer be used for its original purpose.
 52. Loss of property is only considered to involve cases when the loss occurred due to a natural disaster or during an accident, when the Insured Person demonstrably lost, through no fault of his/her own, the possibility to protect the property in question.
 53. A natural disaster is a fire, explosion, direct lightning strike, storm, hail, flood, spate, earthquake, volcanic eruption, rock or earth collapses, rock, earth or avalanche slides, pole and tree falls of a tree or poles.

Article 3 Extent and Place of Insurance

1. The extent of the agreed Insurance is determined by the Insurance terms and conditions and electable parameters stipulated in the insurance contract. These parameters are elected by the Policyholder upon concluding the insurance contract based on knowledge of the needs of the Insured Persons.
2. 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 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 contract and a designation of which is stated in the heading of the insurance contract. 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 contract.
3. The following types of insurance can be taken out:
 - a) Medical Expenses Insurance
 - b) Accident Insurance
 - c) Personal Effects Insurance
 - d) Third Party Indemnity Insurance

- e) Cancellation Fee Insurance
- f) Mountain Rescue Service Intervention Insurance
- g) Hospitalisation Insurance
- h) Veterinary Care Insurance
- i) Luggage Delay Insurance
- j) Travel Delay Insurance
- k) Missed Transport Means Insurance
- l) Sports Insurance
- m) Carefree Drive Assistance Services Insurance
- n) Rental Vehicle Deductible Insurance
- o) Travel Plan Insurance
- p) Electronics Insurance
- q) Security Risks Insurance
- r) Assistance Plus Insurance

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, Turkey, Israel and Cyprus,

-“Area S” all the states of the world,

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

5. 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/her continuous stay abroad did not exceed 90 days at the time the event occurred,
- b) “Continuous” stay, the Insurance applies to events occurring within the Duration of the Insurance.

6. Supplementary insurance of risky activities and sports

It is necessary to take out the corresponding supplementary insurance for trips, involving 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. The activities stipulated in items b) and c) 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 stipulated in item a) of this paragraph. The activities stipulated in item c) 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 stipulated in item b) of this paragraph.

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. P1 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 contract and its parts.
4. The Insurer shall provide the Insurance Benefits to the Entitled Person 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/her name and address.

6. If the Insured Person was entitled to receive financial performance that he/she did not receive whilst alive and his/her 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 day the Insured Event occurred.
8. If a Deductible has been agreed, its amount is given in the insurance contract for individual types of Insurance. The amount of the Deductible is not reflected in the determination of the upper limit of the Insurance 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 stipulated in the insurance contract. If a benefit 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 Entitled Person 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 contract 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 obligation to provide an Insurance Benefit,
 - d) in the event of the thwarting of the passing of the right to the Insurer according 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 Insurance 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 contract 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 contract 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 Entitled Person 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 Entitled Person could foresee or which they knew of at the time the insurance contract was taken out,
3. 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,
6. 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 Entitled Person,
7. which were caused to the Insured Person by another person at the instigation of the Insured Person, the Policyholder or the Entitled Person,
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 or manipulation therewith,
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 trips 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 Insured 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/her 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/she demonstrates an interest conditional on his/her relationship to this person, whether resulting from a family relationship or being conditional on the benefit or advantage he/she gains from a continuation of this person's life or preservation of this person's health.
3. The Policyholder has an insurable interest in his/her own property. It is understood that the Policyholder also has an insurable interest in the property of another person, if he/she demonstrates that he/she 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 contract 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 contract.

6. The insurance contract 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 contract 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 contract, whose identity need not be known at the time of the insurance contract being concluded.
2. If the Insurance applies to members of a certain group, the insurance contract 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 Contract

1. The insurance contract 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 contract has been duly observed.
2. The insurance contract is concluded for a definite time period.
3. An integral part of the insurance contract, apart from the Insurance terms and conditions, are also all agreements, supplements and annexes to the insurance contract (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 contract).

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 contract.
2. If an exact time of the commencement of the Insurance Period has not been agreed, the Insurance shall commence at 00:00 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. Unless otherwise agreed in the insurance contract, the establishment of the insurance is conditional on the payment of the insurance premium before the commencement of the Insurance Period or the moment of the payment of the insurance 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 Duration of the Insurance where the Insured Person cannot, independently of his/her will, return to the Czech Republic before the expiry of the Insurance Period agreed in

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the insurance contract, 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 7 days immediately following the original Insurance Period. The reasons for extension are objective facts, which may be natural disasters, strike by the carrier, a technical defect in Transport Means, terrorist acts or hospitalisation preventing the Insured Person from returning to the Czech Republic.

Article 11 Amendments to and Termination of the Insurance Contract. Expiry of the Insurance.

1. All amendments to the insurance contract 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 also expires:
 - a) upon the death of the Insured Person,
 - b) upon the termination of the insurable interest,
 - c) 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 2 months of the conclusion of the insurance contract. 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 expenses it incurred associated with taking out and administering the Insurance,
 - b) within 3 months of the serving of the notification of the Insured Event. A 1-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 expenses 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 contract if it can prove that it would not have concluded the insurance contract had the questions been answered truthfully and completely. The Policyholder shall be entitled to withdraw from the insurance contract 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 contract 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 13 of this section.
7. If the insurance contract 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 contract, 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/her request after the conclusion of the contract.
8. The insurance contract may, in exceptional cases, be terminated by a written agreement of the contracting parties under the agreed conditions.
9. The insurance contract 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/she 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/her entry into the Insurance.

However, if there is more than one Insured Person, the Insurance of all such parties shall terminate upon the expiry of the period in respect of which a premium was paid.

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 contract 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 contract. This is a Single Insurance Premium.
2. The Insurer shall become entitled to the premium on the date of the insurance contract being concluded.
3. The premium is payable on the date of the conclusion of the insurance contract in the currency and the amount stipulated in the insurance contract.
4. The premium shall be considered as duly paid if demonstrably received by the Insurer's agent or the moment of the payment in favour of the Insurer's 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 expenses of the establishment and administration of the Insurance.
7. If the insurance contract 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 contract, 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 contract, it shall be entitled to also set off the expenses 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 contract 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 Policyholder with a Policy after the conclusion of the insurance contract and payment of the premium.
3. If the event of the loss, damage or destruction of a valid Policy, 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 contract 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 an Entitled Person or from the Insured Person.
6. Within the Duration of the Insurance, the Insurer shall provide information to the Policyholder at his/her address stipulated in the insurance contract 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 contract, it shall alert the Interested Party of them. In so doing, the circumstances and the manner in which the insurance contract is concluded, as well as whether the other contracting party is being assisted in the conclusion of the contract 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 contract about facts pertaining to the Insurance, the Insurer shall answer these questions truthfully and completely.
10. If the Policyholder asks the Insurer in writing to provide him/her with information that is material for rendering benefits under the contract, 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 contract, 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 cover being taken out, providing details of the other insurers and the insured amounts or the limits applicable for the Insurance Benefits agreed in the other insurance contracts.
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/her 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 contract or asks the Policyholder in writing whilst negotiating the amendment of the insurance contract 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 him/herself to be an Entitled Person links his/her claim to an Insurance Benefit, he/she shall notify this fact to the Insurer without undue delay, give the Insurer a truthful explanation of the cause, the origin and the extent of the consequences of such an event, the rights of third parties and any Multiple Insurance; at the same time, he/she shall also submit to the Insurer the required documents and proceed in the manner agreed in the insurance contract. 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 property 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 expenses 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 expenses 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 expenses 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 contract,
 - 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 contracts valid at the time of the Loss Event occurring, the subject of which is insurance of the same Insured Peril.

Article 17 Delivery of Documents

1. Correspondence delivered via the holder of a postal license (hereinafter the "post office") shall be sent:
 - a) to the Insurer at the address of the registered office stipulated in the insurance contract, or another address that is communicated to the Policyholder by the Insurer;
 - b) by the Insurer to the correspondence address of the relevant person (addressee) stipulated in the insurance contract or otherwise notified to the Insurer. If the correspondence address is not stipulated in the insurance contract or subsequently notified to the Insurer, the correspondence will be sent to the address stated in the contract or notified to the Insurer as the residence or permanent residence, or the registered office of such a person.
2. Unless agreed otherwise, correspondence may also be delivered electronically (e.g. via a data box, the Insurer's internet app, by e-mail) to the contact information provided for the purpose of electronic communication. Correspondence sent by the Insurer electronically to the last contact address provided by the addressee shall be deemed as delivered on the third business day after its sending, if the date of its delivery cannot be ascertained or if the relevant legal regulations do not stipulate otherwise.
3. Correspondence may also be delivered by an employee of the Insurer or another person authorised by the Insurer, especially to the addressees according to paragraph 1 b), but also to any other place where the addressee will be willing to accept the correspondence. The correspondence thus delivered shall be deemed as delivered on the day of its receipt.
4. The parties to the Insurance are obliged to notify the Insurer without undue delay of any change in the facts relevant to the delivery and to notify each other of their new postal address, e-mail address or data box or telephone number.
5. If not a case of the delivery according to paragraphs 6 to 8, correspondence sent by the Insurer by registered post with an advice of delivery shall be deemed as delivered on the day specified as the day of receipt of the correspondence on the advice of delivery, with correspondence sent by the Insurer by registered post without an advice of delivery, or sent by regular mail, being deemed as delivered on the third business day after dispatch, and in the case of delivery to an address in a country other than the Czech Republic, on the 15th business day after dispatch.
6. If the addressee deliberately thwarts the delivery of correspondence, 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 delivery of correspondence by failing to take delivery of the correspondence sent by the Insurer by registered post or by registered post with an advice of delivery deposited at the post office within the deposit period, it shall apply that this correspondence was duly delivered on the date when the postal deposit period expires.
8. 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.
9. Correspondence sent by the Insurer by registered post or registered post with an advice of delivery shall be deemed duly delivered even

in the case that they are received by another person in place of the addressee (e.g. a family member), to whom the post office delivered the correspondence in accordance with the legal regulations pertaining to postal services.

Article 18 Form of Legal Acts

1. The insurance contract must be concluded in writing, unless the Civil Code provides otherwise.
2. In the event that the Policyholder's acceptance of the offer is found to be invalid due to a failure to accept the offer in writing or for any other reason, and the Policyholder pays the first premium or an instalment thereof in the amount and within the time period specified in the offer (if no time period is stated in the offer, then within one month of the delivery of the offer), the offer shall be deemed to have been received by virtue of the payment of this first premium or an instalment thereof.
3. Legal acts, notices, and requests must be made in writing if they have an effect on:
 - a) the Duration and termination of the insurance,
 - b) changes in the premium,
 - c) changes in the scope of the insurance.
4. A legal act, for which a written form is required, shall be valid, in particular, where it is personally signed by the acting person, or where the signature is replaced by a mechanical means, where this is usual, if made by means of a data box, if provided with a guaranteed electronic signature according to a special law, or if it is made via the Insurer's protected internet client portal.
5. Legal acts, notices, and requests, not mentioned in paragraph 3. may be made in writing, over the telephone, by e-mail, via the Insurer's internet application or via a data box, if the Insurer permits delivery to a data box. This applies namely to the reporting of an Insured Event, notification by the Policyholder or the Insured Person pertaining to a change in the surname, residential address, correspondence address, and other contact details, as specified in the contract. Legal acts, notices, and requests according to this paragraph, made other than in writing must be subsequently supplemented in written form, if the Insurer so requests.
6. The Insurer is entitled, as regards matters relating to the insurance relationship, namely in connection with the administration of the Insurance and the settlement of Insured Events, to contact other parties to the Insurance by electronic or other technical means (e.g., via telephone, SMS, e-mail, fax, data box), unless agreed otherwise. In electing the form of communication, the Insurer shall take into account the obligations stipulated by the relevant legal regulations and the nature of the information communicated.
7. Legal acts, notices and requests shall be effective against the other contracting party as soon as they have been received by this party.

Article 19 Rescue Costs

1. If the Policyholder purposefully incurs costs in averting the immediate threat of an Insured Event or to mitigate the consequences of an Insured Event that has already occurred, it shall be entitled to compensation for these costs from the Insurer, as well as compensation for the loss suffered by the Policyholder in connection with this activity.
2. Compensation for rescue costs incurred in order to save 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 contract 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 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 20 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 ano-

ther 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 provision of the Insurance Benefit, up to the amount of the benefits rendered by the Insurer to the Entitled Person. The above shall not apply if this person became entitled to this right against someone with whom he/she lives in a joint household or is dependent on him/her, unless he/she caused the Insured Event intentionally.

2. The person whose right passed to the Insurer shall release the required documents to the Insurer and disclose it all that is necessary in order to exercise the claim. Should this person thwart the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to this amount.
3. The Entitled Person 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 Entitled Person must not enter into an agreement with a third party to relinquish a claim for compensation against this third party if such claims pass to the Insurer.
5. The Entitled Person 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 expenses due to the fault of the Entitled Person, then the Insurer is entitled to require the Entitled Person to pay such expenses.

Article 21 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:

Assistance services are provided 24 hours a day.

Tel. +420 272 10 10 10, SMS: +420 606 60 17 55,

Fax +420 272 10 10 01, e-mail: info.travel@axa-assistance.cz

The scope of the assistance services provided is available at www.pvzp.cz.

Article 22 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 carer. 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 the payment is made in cash, the date of payment is the date the amount is deposited in full in favour of the recipient. If the payment is cashless, the moment of this amount being debited in favour of the Insurer.
5. The Insurer's expenses 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 concluded Medical Expenses Insurance as part of the insurance contract (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 Insurance Benefit to the Entitled Person to the extent of

- the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person 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 and the state in whose public healthcare system the Insured Person participates.

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 a serious illness or Accident 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 constituted by the absolutely necessary and reasonable expenses demonstrably incurred on healthcare for the Insured Person at the place of Insurance comprising of:
 - 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 in 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,
 - 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 expenses of another person required to accompany the Insured Person,
 - d) transportation of the bodily remains of the Insured Person to his/her 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 expenses,
 - e) urgent dental care of the Insured Person to alleviate sudden pain, with the exception of the treatment of periodontitis, removal of dental plaque and tartar, production and repair of dentures, crowns, bridges, fixed dentures and orthodontic aids.
2. Expenses stipulated 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 who has demonstrably incurred such expenses.
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 expenses 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/her repatriation, the Insured Person shall be treated in a healthcare facility designated by the Insurer until such time as his/her state of health improves to such an extent as to allow for his/her repatriation,
 - b) if the state of health of the Insured Person allows for his/her repatriation, the repatriation can proceed after the consent of the attending doctor is obtained.
5. The upper limit of the Insurance Benefit is determined by:
 - a) the agreed benefit limit for expenses according to letter a) to e) of paragraph 1 of this Article (Health care including repatriation and transport), depending on the selected benefit limit, specified in the insurance contract for one and all Insured Events,
 - b) partial limit from the limit specified under letter a) of this paragraph is the benefit limit for expenses according to letter e) of paragraph 1 of this Article (Urgent treatment of teeth), depending on the selected benefit limit option, specified in the insurance contract for one and all Insured Events.

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

1. seek medical treatment, if necessary, and, if the circumstances do not preclude it, prove his/her identity to the healthcare provider by producing the Insured Person's Card.
2. undergo repatriation, if his/her 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 expenses 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

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. childbirth (including premature and puerperium), 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 a serious illness or Accident,
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 serious illness or Accident,
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 stay, 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 Accidents not covered by the Insurance,
13. disease in respect of which there is a duty imposed by the state to undergo vaccination,
14. examinations and treatment of venereal and sexually transmitted diseases and AIDS from the determination of a diagnosis,
15. 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,
16. 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,
17. 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,
18. transportation, searching, probing and rescue operations, if an Insured Event has not occurred primarily impacting on the health of the Insured Person.
19. 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 Entitled Person with a lump-sum Insurance Benefit of the agreed amount.
2. The Entitled Person is the Insured Person.
In the event 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.
3. The subject of the Insurance is the health and life of the Insured Person.
4. 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 Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of 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 realise the Insurance Benefit by way of financial performance rendered to the Entitled Person.
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 Accident, the designation of which is contained at the head of the insurance contract (hereinafter the "valuation table").
4. Insurance Benefits for the Permanent Consequences of an Accident:
 - a) If an Accident 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 Accident for individual physical damage after stabilisation. If the extent of the

Permanent Consequences of the Accident 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 Accident, the Insurer shall only provide benefits if the final extent of the Permanent Consequences of the Accident can be clearly determined from a medical standpoint,
 - c) If, after the first year following the Accident, the percentage of the Permanent Consequences of the Accident 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 Entitled Person with a reasonable advance on the basis of his/her written request. In such cases the Insured Person and the Insurer are entitled to have the extent of the Permanent Consequences of the Accident verified by a doctor every year for a period of three years following the Accident,
 - d) If it is not possible, even three years after the Accident, to clearly determine the extent of the Permanent Consequences of the Accident, the Insurer shall determine this extent on the basis of the Permanent Consequences of the Accident at the end of this period,
 - e) If the Insured Person dies as a result of the Accident within one year of its occurrence, then a claim for Insurance Benefits for the Permanent Consequences of an Accident shall not arise,
 - f) If the Insured Person dies within one year of the occurrence of the Accident due to other causes not associated with the Accident, then the Insurer shall pay the Insurance Benefit in accordance with the extent of the Permanent Consequences of the Accident, 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, 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 Accident 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 Accident relate was damaged before the Accident, the Insurer shall reduce the Insurance Benefit for the Permanent Consequences by a percentage corresponding to the previous damage,
 - j) the agreed insured amount is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each One Insured Event.
5. Insurance Benefits for an Accident resulting in death:
- a) if the Insured Person dies within 3 years of the date of his/her Accident as a result of its effects, the Insurer shall provide the agreed insured amount by way of a lump-sum,
 - b) the Insurance Benefit is increased to twice the agreed insured amount if the death is caused by an Accident 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 Accident. If the Insurance Benefit already paid by the Insurer for the Permanent Consequences of this Accident are higher than the agreed insured amount for the event of an Accident resulting in death, the Insurer has no right to a refund of the difference between these two benefit payments,
 - d) the agreed insured amount is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each One Insured Event.

Article 5 **Obligations of the Insured Person**

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

1. prove to the Insurer that the Insured Event occurred,
2. seek out medical treatment after the Accident without undue delay and undergo treatment in accordance with the doctor's instructions,
3. present, when making a claim for an Insurance Benefit in the event of Permanent Consequences, together with notification of the Insured Event:
 - a) medical documentation on the progress of the treatment and rehabilitation, including a medical report issued by the attending doctor after the Permanent Consequences of the Accident have stabilised,

- b) a medical release report if the Insured Person is hospitalised in connection with the Accident,
- c) a police report if the Accident occurred in connection with a traffic accident or a criminal act.

Article 6 **Exclusions from the Insurance**

Besides the exclusions stipulated in Section A, diseases (such as heart attacks, strokes, diabetes) are not deemed to be Insured Events, with the exception of diseases arising exclusively as a result of an Accident.

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 an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance (the insured property) is represented by tangible movable property for the Insured Person's personal use commonly used for the given purpose of the trip (e.g., clothing, skis, bicycle, as well as an e-bike) and designated for the personal use of the Insured Person who has taken them on the trip and is demonstrably acquired them during the trip, including the luggage in which this property is held.
The subject of the Insurance shall also include small tangible property entrusted to the Insured Person by his/her employee, which the Insured Person took with him/her on the trip 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 Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of 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 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) natural disaster
 - b) aircraft fall,
 - c) weight of snow or ice,
 - d) water leaking from water piping,
 - e) vandalism
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 realise the Insurance Benefit by way of financial performance rendered to the Entitled Person.

2. The Insurer shall, in the event of an Insured Event resulting in damage to the insured property, pay a sum corresponding to the reasonable expenses of repairing the damaged property up to the Current Price of the property.
3. The Insurer shall, in the event of an Insured Event resulting in the destruction of the insured property, pay a sum corresponding to the Current Price of the property.
4. The Insurer, in the event of an Insured Event resulting in the misappropriation or loss of the insured property, pay a sum corresponding to the Current Price of the property.
5. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all Insured Events.

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

1. notify the locally competent police body in the event of the misappropriation or vandalism of the insured property, and to submit the police report to the Insurer together with the notification of the Insured Event. The police report must include the identity details of the Insured Person, the date, cause, and the circumstances of the occurrence and extent of the Insured Event (list of misappropriated, destroyed or damaged property). Furthermore, it must contain the date of the record being made, and the signature, stamp and contact details of the records clerk;
2. provide a report of the investigation of the traffic accident in the event of the loss, damage or destruction of the insured property in a traffic accident, and to submit this report to the Insurer together with the notification of the Loss Event;
3. obtain, in the event of the loss of the insured property occurring at the time that the Insured Person was unconscious, a doctor's certificate attesting to his/her state of unconsciousness, and to submit this certificate to the Insurer together with the notification of the Loss Event;
4. Inform the Insurer, without undue delay, that:
 - a) criminal proceedings have been initiated in connection with the Loss Event, and to inform the Insurer of the progress and results of such proceedings
 - b) the misappropriated or lost property forming the subject of the Insured Event has been found and, if he/she has already received an Insurance Benefit for this property, return the benefit to the Insurer minus reasonable demonstrable expenses required for the repair of this property, if it was damaged between the time of the occurrence of the Insured Event and the time that it was found.
5. 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

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. misappropriation of photographic cameras, musical instruments, audio-visual equipment, mobile telephones, computers and other similar electronic equipment, including accessories thereto, from a motor vehicle, an attachable habitable trailer or from the luggage box;
2. misappropriation of property from a motor vehicle or a luggage box, if the break-in took place between 10 pm and 6 am local time;
3. theft of property from facilities having non-rigid walls (e.g., from canvas);
4. 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,
5. 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);
6. Damage to this property:
 - a) motor vehicles (except for an e-bike), trailers and semitrailers, to-

- gether with their accessories and spare parts,
- b) property and luggage entrusted to a carrier,
- c) property handed over for purposes of providing a service,
- d) 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,
- e) weapons, property made of precious metals, collections and property of value to collectors, antiques, designer porcelain, works of art, property of special cultural and historical value and other valuables,
- f) foodstuffs, alcohol and tobacco products,
- g) individual data storage media (e.g. CDs, flash disks),
- h) data stored on data storage media,
- i) 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

1. In the event of the occurrence of an 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.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is the liability 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 10 of Section A, the Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of Trip Commencement, at the earliest, to the moment of the Return from the Trip, at the latest.

Article 3 Insured Event

1. 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/her activities in the course of ordinary civil life and for which he/she is liable in compliance with a legal regulation of the state where the damage or non-property loss occurred.
2. 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.
3. 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

1. The Insurer shall realise 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 contract. The Insurance Benefit limit shall be set by the Policyholder at its responsibility.

2. The damaged party is not entitled to fulfilment from the Insurer.
3. In the event of damage to a person's life or health, the Insurer shall provide compensation for a:
 - 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),
 - b) 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).
4. 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:
 - a) damage to the personal property caused by its damage, deterioration devaluation, destruction or loss,
 - b) 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).
5. In the event of damage to a live animal (hereinafter referred to as the "animal"), the Insurer shall provide compensation for the:
 - a) damage caused by the death, loss or injury of the animal,
 - b) 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 expenses associated with caring for the health of the injured animal shall be reimbursed to the party incurring them.
6. This Insurance also covers the liability of the Insured Person to provide:
 - a) reimbursement of the costs of paid services incurred by a health insurance company,
 - b) regressive reimbursement, which the Insured Person 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.
7. The Insurer shall pay the costs necessary for the Insured Person's legal protection from a claim considered unjustified by the Insured Person as well as the Insurer.
8. 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.
9. 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/her for benefits paid out on his/her behalf.
10. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events.
11. The Insurance Benefit for one item is also limited by its Current Price.
12. 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/her during the trip in accordance with legal regulations (e.g., dog, cat).
3. submit a police report to the Insurer, if the event has been investigated by the police,
4. 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,
5. 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,
6. not pay or undertake to pay statute-barred claims or parts thereof without the consent of the Insurer;
7. not recognise all or part of a claim based on liability for damage without the consent of the Insurer,
8. in proceedings over compensation for damage or non-property loss held against him:
 - a) 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,
 - b) not enter into judicial conciliation or a settlement agreement without the consent of the Insurer,
 - c) submit a remedial measure against the rulings of courts or other authorised bodies, unless he/she receives a different instruction from the Insurer during the appeals period,
 - d) plead limitations in a timely manner,
 - e) 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

Besides the exclusions stipulated in Section A, the Insurance likewise does not apply to the Insured Person's obligation to compensate for damage or non-property loss:

1. assumed over and above the limit set by legal regulations or by contract,
2. acknowledged after the fact by contract, which would not have otherwise arisen in the absence of such a contract,
3. arising to property borrowed by the Insured Person or entrusted to him/her for his/her use or that he/she is using for another reasons or has with him/her. This exclusion does not apply to property that is part of premises used by the Insured Person for accommodation purposes,
4. arising in connection with a work accident or an occupational disease,
5. arising in connection with an activity in respect of which Czech legal regulations prescribe an obligation to take out insurance,
6. caused to the environment, including ecological damage (e.g., pollution of water, soil, atmosphere, forest, gardens),
7. caused to data and other records,
8. caused by information or advice,
9. ensuing from product liability,
10. caused whilst exercising hunting rights,
11. caused whilst engaging in sports in respect of which the Insured Person had not taken out supplementary insurance for the relevant risky activities,
12. caused to property which the Insured Person has assumed for purposes of providing any service (e.g. storage, transport or processing),
13. to the extent of his/her liability towards his/her employer, his/her partners, his/her next of kin or the next of kin of his/her partners,
14. to the extent of the loss consisting of compensation:
 - a) for mental suffering,
 - b) for personal misfortune,
 - c) for a special emotional value (pretium affectionis),
 - d) in connection with exercising the right to the protection of a person's personality,
15. 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),
16. caused in connection with the operation of a motor vehicle (except for an e-bike), motor vessel, aircraft or other flying device (e.g. a parachute, glider, sports kite),
17. caused in connection with the ownership, holding, lease or administration of real estate,
18. caused by the introduction or spreading of infectious diseases of people, animals or plants, including transmission of HIV,
19. caused:
 - a) by an animal exported or acquired for business purposes or bred for commercial purposes,
 - b) by a wild and exotic animal,
 - c) by a service animal in the course of service;

Article 5

Obligations of the Insured Person

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

1. 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/her and shall express him/herself to his/her obligation to pay compensation for the damage or other loss, to the claimed compensation and to the amount thereof,
2. also notify the Insurer, without undue delay, of the fact that proceedings have been initiated against him/her before a public authority body or arbitration proceedings in connection with the Insured Event; at the same time, he/she shall inform the Insurer who his/her 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,

20. 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

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance in the agreed amount.
2. The Entitled Person is the Insured Person.
3. 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").
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 from the moment of its conclusion until the moment of the embarking on 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 contract, 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 Duration of the Insurance due to:

1. serious illness, Accident or the death of the Insured Person or his/her relatives or persons insured under the same insurance contract,
2. loss of the Insured Person's employment (not due to his/her fault) due to organisational changes,
3. damage suffered by the Insured Person caused by a natural disaster or a criminal act committed by a third party, if these causes arose after the conclusion of the insurance contract, with the amount of damage being at least CZK 100,000 and the Insured Person proves that this is the reason he/she is unable to use the travel service,
4. filing an application for divorce or a petition for the dissolution of a registered partnership, if they are stated on the same package tour contract,
5. designation of the Target Destination by official authorities as an area endangering health or life during the Period of the Insurance, for reason of imminent terrorist attacks or a natural disaster, i.e., fire, flood, spate, storm, earthquake or volcanic eruption.

The date of the occurrence of an 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

1. The Insurer shall realise the Insurance Benefit by way of financial performance rendered to the Entitled Person.
2. 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 stipulated in the insurance contract, minus the agreed Deductible of 20%. 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.
3. 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 can-

- cel the utilisation of services without a Cancellation Fee being incurred.
4. 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.
5. The Insurer shall provide an Insurance Benefit only for 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, besides the obligations stipulated in Section A, also:

1. cancel his/her 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,
2. 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 or other documentary proof required by the Insurer.

Article 6 Exclusions from the Insurance

Besides the exclusions stipulated in Section A, the following are likewise not deemed to be Insured Events:

1. reasons for a psychiatric illness or a psychiatric disorder,
2. consequences of the failure to utilize services ordered or paid for by the Insured Person directly to their provider (e.g., optional excursions),
3. cases where the Insurance was taken out later than 7 calendar days after the payment for the travel service or payment of the first deposit for it,
4. 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,
5. 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 contract (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 Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. 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 5,000 metres above sea level (hereinafter referred to as "Mountain Rescue Service").
4. 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/her 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

1. 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:
 - a) searching for the Insured Person in a mountainous area,
 - b) extrication of the Insured Person,
 - c) 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,
 - d) 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.
2. 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.
3. 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.
4. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events.

Article 4 Exclusions from the Insurance

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. Operations not performed under the authority of the Mountain Rescue Service,
2. An intervention outside the territorial competence of the Mountain Rescue Service,
3. Operations covered:
 - a) by public health insurance,
 - b) by insurance arising out of international conventions,
4. Cases where the Insured Person did not comply with warning or information devices related to peoples' safety in mountainous areas,
5. Cases where the Insured Person behaved in such a way that he/she endangered his/her own or others' health, property or lives,
6. Events occurring as a result of:
 - a) the intentional misuse of the Mountain Rescue Service by the Insured Person,
 - b) the Insured Person's negligent conduct,
 - c) 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 contract (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 a lump-sum Insurance Benefit to the Entitled Person of the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is the health of the Insured Person.
4. 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, due to Insured Perils occurring within the Duration of the Insurance and at the place of Insurance, which are namely:

- a) an Accident,
- b) a serious illness,
- c) a pregnancy, except for child birth.

Article 4 Extent of the Insurance Benefits

1. The Insurer shall realise the Insurance Benefit by way of financial performance rendered to the Entitled Person in an amount corresponding to the product of the insured amount agreed for this Insurance and the number of days of hospitalisation.
2. The hospitalisation period is always counted from the first day of hospitalisation.
3. The first and last day of hospitalisation is counted as one day.
4. The Insurer does not provide an Insurance Benefit for hospitalisation lasting less than 24 hours.
5. The maximum hospitalisation period is 30 days for each One Insured Event.
6. The investigation of an event may be concluded no earlier than at the end of hospitalisation or the maximum hospitalisation period.
7. The agreed insured amount is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each One Insured Event.

Article 5 Exclusions from the Insurance

Besides the exclusions stipulated in Section A, hospitalisation solely related to the need for carer and guardian services is also not deemed to be an Insured Event.

SECTION I VETERINARY CARE INSURANCE

If the Insured Person has concluded Veterinary Care Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Definition of Terms

1. An animal is understood to refer to a domestic cat and a domestic dog. A live animal has a special meaning and value as a living creature endowed with senses. A live animal is not a thing and provisions pertaining to things shall be applied to live animals *mutatis mutandis* to the extent to which it does not contradict its nature.
2. Veterinary Care is care provided to an animal by a veterinarian who is competent to render veterinary treatment and preventative activity according to a certificate under a special legal regulation.
3. An illness for the purpose of this Insurance and in deviation from Article 2(17) of Section A of the Insurance Terms and Conditions, is the onset of a disorder which threatens the health or the life of the animal and requires the provision of veterinary care. The onset of illness is deemed to be the moment the onset of illness is medically established.

Article 2 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Entitled Person an Insurance Benefit to the extent of the loss affecting the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person, in respect of who the ani-

- mal is identified in the insurance contract.
3. The subject of the Insurance is the health of the animal between the age of three months to nine years, permanently marked with a microchip and the uniquely identifiable number of this microchip stipulated in the insurance contract. The microchip number must match the number stated on the valid "Passport for an animal bred as a hobby"
 4. The Insurance is concluded as Loss Insurance.

Article 3 Territorial and Chronological Validity of the Insurance

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

Article 4 Insured Event

With the exception of the agreed exclusions, an Insured Event is a sudden change in the state of health of the insured animal caused by an accident or serious illness arising within the Duration of the Insurance and at the place of Insurance, requiring the subsequent provision of acute and urgent Veterinary Care. The Insurance only applies to Veterinary Care provided at the place of Insurance. One Insured Event applies to one animal.

Article 5 Extent of the Insurance Benefit

1. The Insurer covers the expenses demonstrably incurred on veterinary care for the insured animal, less the agreed Deductible of 20 %, but at least CZK 500.
2. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Events of one insured animal.

Article 6 Obligations of the Insured Person

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the Insured Person is also obliged to observe the relevant provisions of REGULATION No. 998/2003/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL, Act No.166/1999 Coll. on Veterinary Care, as amended, and Act No. 246/1992 Coll., on the Protection of Animals Against Cruelty, as amended.

Article 7 Other Obligations of the Parties to the Insurance

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the Policyholder and the Insured Person are also obliged to:

1. Submit the originals of the documents proving the cause, time, place and circumstances of the occurrence of the Insured Event, its extent and the direct connection between the Insured Event and the insured animal, at least by stating its microchip number.
2. The obligation stipulated in Article 16(5), point II), letter D), of Section A of the Insurance Terms and Conditions does not apply to this Insurance.

Article 8 Exclusions from the Insurance

1. Besides the exclusions stipulated in Section A of the Insurance Terms and Conditions, the following are likewise not deemed to be Insured Events:
 - a) Events arising as a consequence of a breach of the Act on the Protection of Animals Against Cruelty,
 - b) Events arising as a consequence of a hereditary illness or a congenital defect,
 - c) Events arising as a consequence of preventative and cosmetic surgery,
 - d) Events associated with the animal dying or being put down; this

- exclusion does not apply to cases arising as a consequence of an Insured Event.
2. The Insurance does not cover costs incurred for:
 - a) the hospitalisation and transport of the insured animal, with the exception of the necessary hospitalisation following a veterinary intervention lasting no more than two days,
 - b) anti-parasitic preparations including preventative preparations,
 - c) eliminating parasites,
 - d) treatment of dental diseases and other dental treatments,
 - e) treatment associated with pregnancy, birth and abortion,
 - f) food for the insured animal, including veterinarian-prescribed dietary food, not even as part of treatment,
 - g) treatment of skin disorders,
 - h) premium veterinary interventions, which are not necessary for treating the state of the insured animal requiring immediate veterinary treatment,
 - i) vaccination or castration,
 - j) treating chronic illness and veterinary care connected with the treatment of illnesses or accidents that existed during the previous 12 months before the beginning of the Insurance Period.

SECTION J LUGGAGE DELAY INSURANCE

If the Insured Person has concluded Luggage Delay Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the loss arising due to the delay of the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is the luggage duly registered for carriage by the air carrier, which contains the Insured Person's movable property for personal use commonly used for the given purpose of the trip and designated for the personal use of the Insured Person who has taken them on the trip (hereinafter in this section also referred to as "luggage").
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 of the Insurance Terms and Conditions, the Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of the handover of the luggage to the air carrier for carriage, at the earliest, to the moment of taking delivery of the luggage upon arriving at the trip destination, at the latest.

Article 3 Insured Event

With the exception of the agreed exclusions, an Insured Event is the demonstrable expending of reasonable expenses to purchase the things necessary so as to provide for the Insured Person's basic living needs due to his/her luggage being delayed by at least six hours, for which the air carrier is liable or by the elements of nature, which occurred within the Duration of the Insurance and at the place of Insurance, subject to the following conditions:

- a) the delay is counted from the arrival and check-in of the Insured Person until the moment that he/she collects his/her luggage at the trip destination,
- b) the Insurer shall not provide the Insurance Benefit for expenses incurred for accommodation, meals, transport and personal activities,
- c) a delay of the luggage after returning from a trip does not represent an Insured Event.

Article 4 Extent of the Insurance Benefit

1. The Insurer shall, in the event of the occurrence of an Insured Event, pay the Entitled Person for the absolutely necessary and reasonable expenses demonstrably incurred by the Insured Person in order to again purchase things necessary so as to provide for the basic living needs, which replace the things that were in the delayed luggage.
2. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events.

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the Insured Person is obliged to submit to the Insurer, together with a written notice of the Insured Event, the originals of the document on the handover of the luggage to the air carrier, and also the carrier's written confirmation of the delayed delivery of the luggage to the Insured Person, of when the delay occurred (date and time), of the length of the delay and originals of the documents confirming the purchase of the things necessary so as to provide for the Insured Person's basic living needs, including a description of the things, price and date of purchase. The Insured Person must inform the Insurer's assistance service by telephone or e-mail within three business days of the occurrence of the Insured Event, giving the date and place of the Insured Event, including the identification of the carrier.

SECTION K TRANSPORT MEANS DELAY INSURANCE

If the Insured Person has concluded Missed Transport Means Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is the delay of the departure, take-off or sailing (hereinafter in this section referred to as "departure") of a Transport Means by the Insured Person, by means of which he/she was due to travel according to the trip itinerary, in respect of which he/she had purchased a ticket in advance (hereinafter in this section also referred to as a "Transport Means").
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 of the Insurance Terms and Conditions, the Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of the planned Trip Commencement, at the earliest, to the moment of the actual Return from the Trip, at the latest.

Article 3 Insured Event

With the exception of the agreed exclusions, an Insured Event is the demonstrable expending of reasonable expenses for meals, storage of the luggage and the accommodation of the Insured Person due to a delay of the Transport Means by at least hours caused by the air carrier or by elements of nature, which occurred within the Duration of the Insurance and at the place of Insurance, subject to the following conditions:

- a) the delay is counted from the planned departure of the Transport Means until the moment of the actual departure,

- b) a delay of an unscheduled air service (charter flight) does not represent an Insured Event,
- c) a delay of a Transport Means known prior to the planned departure date does not represent an Insured Event.

Article 4 Extent of the Insurance Benefit

1. The Insurer shall, in the event of the occurrence of an Insured Event, pay the Entitled Person for the absolutely necessary and reasonable expenses demonstrably incurred for meals, storage of the luggage and the accommodation of the Insured Person.
2. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the Insured Person shall also be obliged to submit to the Insurer, together with a written notice of the Insured Event, the originals of the carrier's written confirmation of the delayed departure of the Insured Person, of when the delay in the Transport Means occurred (date and time), of the length of the delay, and also the ticket and originals of the accounting documents confirming the expenses incurred for meals, storage of the luggage and the accommodation of the Insured Person, including a description, price and date. The Insured Person must inform the Insurer's assistance service by telephone or e-mail within 3 business days of the occurrence of the Insured Event, giving the date and place of the Insured Event, including the identification of the carrier.

SECTION L MISSED TRANSPORT MEANS INSURANCE

If the Insured Person has concluded Transport Means Delay Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is missing the departure, take-off or sailing (hereinafter in this section referred to as "departure") of a Transport Means by the Insured Person, by means of which he/she was due to travel according to the trip itinerary, in respect of which he/she had purchased a ticket in advance for a specific departure time (hereinafter in this section also referred to as a "Transport Means").
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 of the Insurance Terms and Conditions, the Duration of the Insurance, within the framework of the agreed Insurance Period, is from the moment of the planned embarking on the trip, at the earliest, to the moment of the actual Return from the Trip, at the latest.

Article 3 Insured Event

With the exception of the agreed exclusions, an Insured Event is the demonstrable expending of reasonable expenses for alternative trans-

port of the Insured Person so that the departure is not missed or, in the event of him/her missing the departure of the Transport Means occurring within the Duration of the Insurance and at the place of Insurance due to:

- a) traffic accident on the route of his/her travel to the place designated for departure,
- b) cancellation of public transport due to a strike that was not announced in advance or caused by natural disasters.

Article 4 Extent of the Insurance Benefit

1. The Insurer shall, in the event of the occurrence of an Insured Event, pay the Entitled Person for the absolutely necessary and reasonable expenses demonstrably incurred by the Insured Person in order to arrange for alternative transport to a place from which he/she could continue in his/her travel according to the original itinerary.
2. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each one and all Insured Events.

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the Insured Person shall also be obliged to submit to the Insurer, together with a written notice of the Insured Event, documents confirming the cause of the Insured Event in accordance with Article 3 of this section (e.g. a police report or a statement or confirmation of the carrier), and also the ticket for the delayed Transport Means and originals of the documents confirming the expenses incurred for alternative transport, including the price and date.

SECTION M SPORTS INSURANCE

If the Insured Person has concluded Sports Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A and D of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Purpose, Subject of the Insurance, Definition of Terms

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance constitutes the movable property of the Insured Person intended for his/her personal use, which he/she took on the trip or demonstrably acquired during the trip, such as a bicycle, skis, diving or golf equipment (hereinafter in this section referred to merely "sporting equipment"), the paid-up, non-refundable fee paid for a game or a tournament at the place of Insurance and deposit paid to a rental service for renting sporting equipment.
4. The Insurance is concluded as Loss Insurance.
5. For the purposes of this Insurance, a storage facility is understood to mean premises in an accommodation facility intended for storing sporting equipment or premises in which the public may, for a fee, store their sporting equipment for a limited period of time.
6. A rental service is understood to mean a trade carried on by a legal entity or an individual, that is authorised to operate such a trade.

Article 2 Territorial and Chronological Validity of the Insurance

In deviation from Article 10 of Section A of the Insurance Terms and Conditions, the Duration of the Insurance, within the framework of the agreed Insurance Period, is from Trip Commencement, at the earliest, to the Return from the Trip, at the latest.

Article 3 Insured Event

The Insurer shall, in the event of the occurrence of an Insured Event, provide an Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance arising within the Duration of the Insurance and at the place of Insurance for reason of:

1. the occurrence of an Insured Event to sporting equipment under the conditions stipulated in Section D; in deviation from Section D, an Insured Event shall also be deemed to be:
 - a) damage to sporting equipment occurring in the storage facility,
 - b) damage to sporting equipment caused by the carrier;
2. a delay of at least six hours of the sporting equipment during its transportation, provided that these conditions are met:
 - a) the length of delay is counted from the moment of the planned collection by the Insured Person of the sporting equipment until the moment of it being possible to collect the sporting goods at the trip's destination,
 - b) delay of the sporting equipment is not caused during its transportation is not deemed an Insured Event,
 - c) delay of the sporting equipment after the Return from the Trip is not deemed an Insured Event.
3. forfeiture of the fee or entry charges for an organised pre-paid sports game or tournament due to non-participation in such an event for reason of:
 - a) a serious disease, Accident, or death of the Insured Person,
 - b) a delay of more than 3 hours caused by a carrier or cancellation of the connection to the venue of the game or tournament;
4. forfeiture of a deposit paid at the rental service for the renting of sports equipment for reason of damage, destruction or loss of property as a result of:
 - a) an Accident that called for medical treatment of the Insured Person,
 - b) misappropriation or vandalism,
 - c) a natural disaster.

Section 4 Extent of the Insurance Benefit

1. The Insurer shall, in the event of the occurrence of an Insured Event according to Article 3(1) of this section, provide the Entitled Person an Insurance Benefit to the extent provided in Article 4 of Section D up to the benefit limit, dependent on the selected benefit limit option stipulated in the insurance contract, which limits the Insurance Benefit for one and all Insured Events according to paragraph 5 of this section. The right to a benefit under insurance according to Section D does not affect the provision of a benefit under this insurance.
2. The Insurer shall, in the event of an Insured Event according to Article 3(1) or (2) of this section, pay the Entitled Person the amount of the absolutely necessary and reasonable expenses demonstrably incurred by the Insured Person to rent substitute sporting equipment:
 - a) up to the agreed daily limit stipulated in the insurance contract,
 - b) for a maximum of 10 days of renting substitute sporting equipment for one and all Insured Events,
 - c) the Insurer shall not pay the expenses of renting substitute sporting equipment at a time outside of the Duration of the Insurance,
 - d) the Insurer shall not pay the expenses of renting substitute sporting equipment which the Insured Person did not take on the trip or demonstrably did not acquire during the trip.
3. The Insurer shall, in the event of an Insured Event according to Article 3(3) of this section, pay the Entitled Person the amount of the absolutely necessary and reasonable expenses demonstrably incurred by the Insured Person to pay the fee or entry charges for an organised sports game or tournament, up to the benefit limit, dependent on the selected benefit limit option stipulated in the insurance contract, which limits the Insurance Benefit for one and all Insured Events, which limits the Insurance Benefit for one and all Insured Events.
4. The Insurer shall, in the event of an Insured Event according to Article 3(4) of this section, pay the Entitled Person the amount of the reasonable expenses demonstrably incurred by the Insured Person to pay a deposit to a rental service up to the benefit limit, dependent on the selected benefit limit option stipulated in the insurance contract, which limits the Insurance Benefit for one and all Insured Events.

Article 5 Obligations of the Insured Person

1. In the event of an Insured Event according to Article 3(1) of this section, the Insured Person is obliged, besides the obligations stipulated in Section A and D of the Insurance Terms and Conditions, to also submit to the Insurer originals of all documents demonstrating the occurrence of a loss in regards to the sporting equipment, caused by the operator of the rental service or the carrier.
 2. In the event of an Insured Event according to Article 3(2) of this section, the Insured Person is obliged, besides the obligations stipulated in Section A and of the Insurance Terms and Conditions, to also submit to the Insurer originals of the carrier's written confirmation of the delayed delivery of the Insured Person's sporting equipment, of when the delay occurred (date and time), of the length of this delay, of any damage to or destruction of the sporting equipment by the carrier, and further written confirmation on the handover of luggage to the air carrier and originals of documents confirming the renting of substitute sporting equipment, including a description of the property, price, and the rental period.
 3. In the event of an Insured Event according to Article 3 (3) of this section, the Insured Person is obliged, besides the obligations stipulated in Section A and of the Insurance Terms and Conditions, to also submit to the Insurer:
 - a) a confirmation of the payment of a fee or entry charges for an organised sports game or tournament,
 - b) a registration or a similar document confirming the Insured Person's planned participation in the event,
 - c) a medical report issued by the attending doctor, a medical release report in the event of hospitalisation, or other medical documentation proving the grounds for not participating in the prepaid organised sports game or tournament,
 - d) in the event of a delay in a transport means, the originals of the carrier's written confirmation on the delay, confirmation of the scheduled and actual departure and arrival and of the length of the delay.
 4. In the event of an Insured Event according to Article 3(4) of this section, the Insured Person is obliged, besides the obligations stipulated in Section A of the Insurance Terms and Conditions, to also submit to the Insurer:
 - a) a confirmation of the payment of the deposit to the rental service,
 - b) a medical report issued by the attending doctor, a medical release report in the event of hospitalisation, or other medical documentation proving the medical treatment at the time of the Insured Event,
 - c) a police report or other documentation proving theft, vandalism, or natural disaster.
4. Accident – an accident is understood to be a random event, during which the insured vehicle suffers damage or operational devaluation due to external factors (e.g., collision with another vehicle, collision of a vehicle with an object, driving off the road), as a consequence of which the vehicle is immobile or deemed unroadworthy under the relevant regulations.
 5. Towing service – towing of the vehicle to the insurer's nearest contractual automotive repair facility on public roads in the municipality and outside the municipality. The vehicle shall be towed on private or purpose-built roads only if the on-call mechanic is given access to such roads by a third party and, at the same time, if access to the vehicle is legally possible and is not hindered by a legal obstacle. This service includes recovery of the vehicle. At the same time, the Call Centre operator will provide information on the expected arrival of the tow truck. The vehicle must be towed in accordance with the instructions provided by the respective manufacturers of the towed vehicles, given that the vehicle must not be towed on a rope. This service includes towing of the remaining vehicles of the driving fleet.
 6. Entitled Person – in deviation from Article 2(23) of Section A of these Insurance Terms and Conditions, an Entitled Person is understood to mean the driver and the passengers of the insured vehicle, with the maximum number of persons thus transported being determined by the number of seats specified in the vehicle's technical certificate. Hitchhikers and persons transported in the vehicle for a fee are deemed not to fall within the definition of an Entitled Person.
 7. Insured Event – for the purposes of this Insurance, according to this section an Insured Event is deemed to be the immobility of a vehicle due to the reasons stipulated in Article 3 of this section, when the Insurance Benefit is the provision of assistance services solely by way of contractual assistance service.
 8. Advice – provision of information on the procedure to be taken in the event of a traffic accident, supply contact details for insurance companies, law firms, courts, the police, the embassy, etc., telephone translations and interpreting.
 9. Breakdown – a breakdown is understood to mean a state whereby the insured vehicle is immobile or deemed unroadworthy under the relevant regulations because of its wear and tear or damage to a part of the motor vehicle, caused by the actual function of the individual components of the vehicle, incorrect assembly and/or material fatigue. A breakdown is not understood to mean a systematic renewal of the vehicle, its maintenance (periodic or otherwise), technical inspection, installation of additional equipment or a deficiency as far as the mandatory vehicle accessories is concerned.
 10. Vehicle repatriation – repatriation of a vehicle is understood to mean the transporting of an immobile vehicle back to the Czech Republic or place of residence, in the event that the vehicle cannot be repaired in the local automotive repair facility by the end of the planned return to the homeland or place of residence.
 11. Road service – provision of this service by a mechanic on public roads in the municipality and outside the municipality. This service shall be provided on private or purpose-built roads only if the mechanic is given access to such roads by a third party and, at the same time, if access to the vehicle is legally possible and is not hindered by a legal obstacle. This service includes the provision of information on the expected arrival of the mechanic and the provision to the Insurer's client of the necessary information, namely as regards to the breakdown or extent of the damage to the insured vehicle, the condition of the vehicle and its working order after the completion of repairs; if on-site repairs cannot be performed, further measures shall be taken according to instructions given by the Insurer's dispatch centre. The work of a technician up to a maximum of 60 minutes is covered under the road service. Road service also includes the importing of fuel. Spare parts, fuel and other material used to carry out the repair are not covered.
 12. Vehicle safekeeping – taking the vehicle into safekeeping in a locked or guarded area, with the arrangement of protection from damage or theft. When handing the insured vehicle over for safekeeping, the assistance service provider is obliged to make photographic documentation of the condition of individual parts of the vehicle, their wear or damage, standard or special vehicle equipment, items stored in the vehicle and other facts, so as to preclude any disputes connected with complaints about the service provided.
 13. Vandalism – illegal conduct by a third person or persons, as a consequence of which the vehicle is immobile or deemed unroadworthy under the relevant regulations (e.g. destroyed reflectors, punctured tyres, etc.). Vandalism is also considered to take place in a situation

SECTION N CAREFREE DRIVE ASSISTANCE SERVICES INSURANCE

If the Insured Person has concluded Carefree Drive Assistance Services Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Definition of Terms

1. Assistance service - in deviation from Article 21 of Section A of these Insurance Terms and Conditions, an assistance service is considered to be road service, towing service, substitute vehicle, mediation of accommodation, import of fuel, and other Call Centre services, arranged by a contractual on assistance service, conditional of contacting the Assistance Service Call Centre by calling +420 226 294 294, and then according to the instructions received from the Call Centre operator.
2. Assistance Service Call Centre – information service, advice and all assistance services are available to the Insured Person or the Entitled Person SOLELY on +420 226 294 294, and then according to the instructions received from the call centre operator. An information service is understood to mean interpreting, traffic information, relaying a message to a next of kin and advice in the event of an accident. The Call Centre is available 24 hours a day, 365 days a year.
3. A driver error is understood to be the insured vehicle's immobility

where, as a consequence of the theft of part of the insured vehicle, this vehicle becomes immobile.

14. Lending of a substitute vehicle – which shall always be of category B, lower class version (e.g. Škoda Fabia, Ford Fiesta), and shall include its delivery. Should delivery be impossible, the Insured Person shall be taken to the vehicle rental company. A vehicle shall be hired out in the event that the immobile vehicle is not repairable within two hours. A substitute vehicle is provided up to the maximum number of is provided from this immobile vehicle covered by the Insurance according to this section, up to a maximum of two days or until the day of the planned return from abroad to the homeland or place of residence. The said substitute vehicle will be hired out even in the event of an Insured Event involving a two-wheeled vehicle.
15. Natural Disaster – in deviation from paragraph Article 1 (54) of Section A, a natural disaster shall also be deemed to be animal damage to a standing vehicle.

Article 2 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide an Insurance Benefit to the Entitled Person in the form of assistance services, to the extent and under the conditions stipulated in the insurance contract and these Insurance Terms and Conditions.
2. The Entitled Person is the Insured Person and the fleet of the insured vehicle. If the Entitled Person cannot use the services, the owner of the vehicle shall become the Entitled Person. Hitchhikers and persons transported in the vehicle for a fee are deemed not to fall within the definition of an Entitled Person.
3. The subject of the Insurance is a two-wheeled to three-wheeled motor vehicle weighing up 3.5 tonnes, identified in the insurance contract, including a trailer towed by it (also referred to as the "insured vehicle").
4. This Insurance and the relevant obligation of the Insurer to provide, in the event of an Insured Event, an Insurance Benefit to the Entitled Person in the form of assistance services does not and cannot replace the mission of departments and bodies established by law by state or local authorities to provide rescue, medical, fire, recovery, or reconnaissance tasks, and no financial or other form of compensation shall be provided under this insurance for any interventions made by these departments.
5. The Insurance is concluded as Loss Insurance.

Article 3 Insured Event

With the exception of the agreed exclusions, an Insured Event is the immobility of the insured vehicle caused by driver error, vandalism, theft of the vehicle, breakdown, accident, or natural disaster of the insured vehicle within the Duration of the Insurance and the place of Insurance.

Article 4 Territorial Validity

1. Carefree Drive Insurance applies to Insured Events occurring on the territory of these states: Czech Republic, Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Montenegro, Denmark, Estonia, Finland, France, Croatia, Ireland, Iceland, Italy, Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Macedonia, Malta, Moldova, Monaco, Germany, Netherlands, Norway, Poland, Portugal, Austria, Romania, Greece, San Marino, Slovakia, Slovenia, United Kingdom, Serbia, Spain, Sweden, Switzerland, Ukraine, Vatican.

Article 5 Extent of the Insurance Benefit

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person, by way of the provider of the assistance services, in the form of organising of and payment for services to the extent and within the limits stated below in this article.
2. The upper limit of the Insurance Benefit is determined for the individual services by the Insurance Benefit limit for only for One Insured Event as follows:

Basic assistance services	
Nonstop call centre operation	free
Assistance of the road service at the location of the assistance intervention	maximum of 60 minutes
Towing to the automotive repair facility, including loading and unloading, even using a hydraulic arm	maximum of 150 km
Roadside exchange of a damaged tyre with the spare tyre	free
Import of fuel (the fuel is covered by the Insured Person)	free
Extraction of vehicle after accident	arrangement (cost paid by the Insured Person)
Safekeeping of an immobile vehicle	Maximum of 5 days
Supplementary assistance services	
Message to a next of kin	free
Repatriation of a vehicle in the event of the inability to repair the vehicle by the end of the insured trip	free
Individual services on the basis of the Insured Person's request	arrangement (cost paid by the Insured Person)
Arrangement of alternative accommodation	maximum of one night/CZK 3,000 (EUR 120/person).
Or	
Lending of a substitute vehicle	maximum of 2 days
Substitute transport to the trip destination, or home	bus/train ticket (first class)

Article 6 Exclusions from the Insurance

Besides the exclusions stipulated in Section A of the Insurance Terms and Conditions, the Insurer shall not provide assistance intervention:

1. if the Loss Event occurred during a competition, sporting contest or during motor shows and preparation for them,
2. if the insured vehicle was driven by a person without a valid driving licence,
3. if the number of passengers or the total weight of the insured vehicle exceeds the limits stated in its technical certificate,
4. if the Loss Event came about under the influence of alcohol, psychotropic substances and drugs, or other similar substances, or if the driver refuses to take a breath or blood test for these substances requested by the police,
5. in case of a defect in special additional or ancillary equipment of the insured vehicle (e.g., air-conditioning of the cabin),
6. if the Entitled Person claims the payment of assistance services that he or she had arranged on his/her own, without the knowledge of the Insurer's assistance service,
7. for used spare parts, fuel or other operating fluids, for the costs of tolls, motorway or other similar charges,
8. if the Loss Event was caused by a breakdown which had afflicted this same vehicle in the past 12 months, and which the Insurer having assessed at that time as an Insured Event and provided an assistance intervention and the Insured Person failed to rectify this breakdown,
9. if access to the immobile vehicle is not possible or legally permissible.

Article 7 Other Obligations of the Parties to the Insurance

Besides the obligations stipulated in Section A of the Insurance Terms and Conditions, the person who exercises the right to an assistance intervention is obliged to:

1. report the Insured Event, without undue delay, to the Assistance Service Call Centre by calling +420 226 294 294. If the Entitled Per-

son fails to meet this obligation, his/her right to the provision of assistance intervention shall expire.

2. When making contact with the Assistance Service Call Centre or during any other contact, the Insured Person or the Entitled Person is obliged to provide the following information to Assistance Service Call Centre staff:
 - a) first name and surname of the Insured Person or the Entitled Person,
 - b) insurance contract number,
 - c) vehicle registration plate details,
 - d) location of the immobile vehicle,
 - e) contact telephone number of the Insured Person/Entitled Person,
 - f) a brief description of the Loss Event or the resulting problem,
 - g) other information requested by Assistance Service Call Centre staff and which is further related to the Loss Event.

SECTION O RENTAL VEHICLE DEDUCTIBLE INSURANCE

If the Insured Person has concluded Rental Vehicle Deductible Insurance as part of the insurance contract (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 Insurance Benefit to the Entitled Person to the extent of the damage to the subject of the Insurance up to the agreed amount.
2. The subject of the Insurance is the obligation to pay a Deductible under a vehicle accident insurance as part of a vehicle rental contract.
3. The Insurance is concluded as Loss Insurance.

Article 2 Insured Event

1. With the exception of the agreed exclusions, an Insured Event is the obligation of the Insured to pay a Deductible under an arranged vehicle accident insurance to a vehicle rental company or an insurance company in the event of damage to the vehicle covered by the said insurance due to:
 - a) a traffic accident,
 - b) a break-in or theft,
 - c) vandalism,
 - d) a natural disaster.

Article 3 Extent of the Insurance Benefit

1. Loss covered under this Insurance is the obligation of the Insured Person to pay a vehicle rental company or an insurance company a deductible on account of the occurrence of an insured event, if a vehicle accident insurance was taken out when the vehicle was borrowed or rented, and if:
 - a) the operator of the vehicle is authorised to operate a vehicle rental business,
 - b) the rented vehicle is classified as a motorcycle or a passenger vehicle weighing up 3.5 tonnes.
2. The costs under this article shall be paid by the Insurer to the Entitled Person.
3. The agreed benefit limit is dependent on the selected benefit limit specified in the insurance contract for one and all Insured Events.

Article 4 Obligations of the Insured Person

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

1. notify the locally competent police body in the event of a traffic accident, vandalism, break-in, or theft of the vehicle, and to request a police report and submit this police report to the Insurer;
2. substantiate of the vehicle rental contract,
3. substantiate the insurance contract concluded between the local vehicle rental company and the insurance company,
4. provide the report on the scope of the damage arising,
5. substantiate the amount of the deductible paid,
6. provide the photographic documentation of the scope of the damage,
7. provide other documents requested by the Insurer.

Article 5 Exclusions from the Insurance

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. events occurring to vehicles borrowed or hired out from a vehicle rental company lacking the appropriate permits or licences to operate a vehicle rental business,
2. traffic accident, vandalism, break-in, or theft, if this event was not investigated by the local police,
3. damage in the event that the borrowed vehicle is a quad bike,
4. any damage caused to the borrowed that is in excess of the scope of the agreed deduction,
5. an event during which the vehicle was driven by a person other than the Insured Person,
6. an event during which the vehicle was driven by a person who is not a holder of the appropriate driver's licence,
7. an event during which the vehicle was used for a purpose other than the purpose for which it was borrowed.

SECTION P TRAVEL PLAN INSURANCE

If the Insured Person has concluded Travel Plan Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Entitled Person a lump-sum Insurance Benefit in the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance is the impossibility of fulfilling the travel plans for the reason for which the trip was undertaken.
4. A travel plan is any trip undertaken for any purpose, whose period of duration is limited by the return date stipulated in the package tour contract, on a ticket purchased for ground/sea or air travel, etc.; if this date cannot be documented, it shall be assumed that the return date is the last day of the insurance contract's Duration.
5. The Insurance is concluded as agreed sum insurance.

Article 2 Insured Event

With the exception of the agreed the exclusions, an Insured Event is the impossibility of fulfilling the travel plans due to:

1. hospitalisation in a hospital due to disease or Accident,
2. death of the Insured Person, or of his/her relative or persons insured under the same insurance contract,
3. damage suffered by the Insured Person caused by a natural disaster or a criminal act committed by a third party, when the amount of the damage is at least CZK 100,000 and the Insured Person proves that this is the reason for his/her presence at the place of residence being necessary,
4. the designation of the destination of the stay by official authorities

as an area endangering health or life during the Period of the Insurance, for reason of terrorism and a natural catastrophe, i.e. a fire, flood, spate, storm, earthquake, or volcanic eruption; the provision of an Insurance Benefit is conditional on actually leaving such an area,

- appeal issued, for any reason, by the Ministry of Foreign Affairs of the Czech Republic to leave the country of stay within the Duration of the Insurance if no warning against embarking on trips to this country had been issued prior to the announcement of the call to leave; the provision of an Insurance Benefit is conditional on actually leaving the country. The exclusions stipulated in Article 515(a) and (b) of Section A shall not be applied to this point.

Article 3 Extent of the Insurance Benefit

- The Insurer shall realise the Insurance Benefit by way of financial performance rendered to the Entitled Person in an amount equal to the product of the insured amount agreed for this Insurance and the number of days when the Insured Person was unable to fulfil his/her travel plans, at most up to the end of the insurance contract or until the number of days given by the insurance contract.
- If an Insured Event occurs according to Article 2(1) of this section and the Insured Person is 17 years of age or younger, one adult covered by the same insurance contract and insurance according to this section or one adult from among the relatives risk insured according to this section shall also be entitled to the Insurance Benefit.
- If an Insured Event occurs according to Article 2(1) of this section and the Insured Person is repatriated to the Czech Republic, all persons covered by the same insurance contract and insurance according to this section or all persons from among the relatives insured by risk according to this section shall be entitled to the Insurance Benefit; provision of the Insurance Benefit is conditional on the early return to the place of residence.
- If an Insured Event occurs according to Article 2(2) or (3) of this section, all persons covered by the same insurance contract and insurance according to this section or all persons from among the relatives insured by risk according to this section shall be entitled to the Insurance Benefit; provision of the benefit is conditional on the actual early return to the place of residence.
- The Insurer does not provide an Insurance Benefit if the travel plans were not fulfilled for a period of less than 24 hours.
- The agreed insured amount is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each one and all Insured Events.
- In the event of the Duration of the Insurance lasting for 365/366 days, the limit for the number of days shall tripled, with the multiple of the limit required to be at least equal to the multiple of the number of Insured Events.

Article 4 Obligations of the Insured Person

In the event of the occurrence of an Insured Event, the Insured Person is obliged, besides the obligations stipulated in Section A, to:

- notify and subsequently substantiate the fact resulting in him/her being unable to fulfil his/her travel plans, e.g., by way of a medical release report from the hospital, a report demonstrating the occurrence of damage to property and its amount, by proof of leaving the area or of returning to the place of residence, or other confirmation in line with the reason for the travel plans not being fulfilled, which the Insurer requests.

SECTION Q ELECTRONIC EQUIPMENT INSURANCE

If the Insured Person has concluded Electronics Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

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 Entitled Person to the extent of the damage resulting to the insured property damage up to the agreed amount.
- The Entitled Person is the Insured Person.
- The subject of the Insurance is photography cameras including lenses, film cameras, portable players, mobile telephones, portable navigation devices, laptops intended for personal use by the Insured Person, which he/she took on the trip or demonstrably acquired during the trip. The subject of the Insurance is electronic equipment entrusted to the Insured Person by his/her employer, which the Insured Person brought on the trip and is using in order to perform his activities.
- 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 Duration of the Insurance, within the framework of the agreed Insurance Period, is from 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:

- due to damage or destruction of the insured property caused by:
 - a natural disaster,
 - aircraft fall,
 - weight of snow or ice,
 - water leaking from water piping,
 - vandalism;
- misappropriation of the insured property through theft by burglary or robbery,
- damage or destruction of the insured property during a traffic accident,
- 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 the Insurance Benefit

- The Insurer shall realise the Insurance Benefit by way of financial performance rendered to the Entitled Person.
- The Insurer shall, in the event of an Insured Event resulting in damage to the insured property, pay a sum corresponding to the reasonable expenses of repairing the damaged property up to the Current Price of the product.
- The Insurer shall, in the event of an Insured Event resulting in destruction, misappropriation, or loss of an insured property, pay a sum corresponding to the Current Price of the product.
- The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events.
- In the Insurance Benefit limit is depleted, a claim for an Insurance Benefit in respect of the damage that exceeds the limit under Personal Effects Insurance, pursuant to the Insurance Terms and Conditions according to Section D, if this insurance cover has been taken out on the same insurance contract.

Article 5 Obligations of the Insured Person

Besides the obligations stipulated in Section A, the Insured Person is obliged to:

- notify the locally competent police body in the event of the misappropriation or vandalism of the insured electronic equipment, and to submit the police report to the Insurer as part of the notification

- of the Loss Event. The police report must include the identity details of the Insured Person, the date, cause, and the circumstances of the occurrence of the occurrence and extent of the Loss Event (list of misappropriated, destroyed or damaged property). Furthermore, it must the date of the record being made, and the signature, stamp and contact details of the records clerk;
2. obtain, in the event of the loss, damage or destruction of the insured electronic equipment during a traffic accident, a protocol on the investigation of the traffic accident, and submit it to the Insurer as part of the Loss Event report;
 3. obtain, in the event of the loss of the insured electronic equipment occurring at the time that the Insured Person was unconscious, a doctor's certificate attesting to his/her state of unconsciousness, and to submit this certificate to the Insurer together with the notification of the Loss Event;
 4. notify the Insurer, without undue delay, that:
 - a) criminal proceedings have been initiated in connection with the Loss Event, and to inform the Insurer of the progress and results of such proceedings,
 - b) the misappropriated or lost electronic equipment forming the subject of the Insured Event has been found and, if he/she has already received an Insurance Benefit for this property, return the benefit to the Insurer minus reasonable demonstrable expenses required for the repair of this property, if it was damaged between the time of the occurrence of the Insured Event and the time that it was found;
 5. keep damaged or destroyed electronics 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

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. Misappropriation of the electronic equipment from a motor vehicle or a luggage box, if the break-in took place between 10 pm and 6 am local time;
2. Theft of property from facilities having non-rigid walls (e.g., from canvas);
3. Events resulting from a defect which was already inherent in the insured electronic equipment at the time of the conclusion of the insurance and which was or could have been known to the Policyholder or the Insured Person, regardless of whether it was known to the Insurer;
4. All types of indirect damage (e.g., lost earnings, lost profit, fines, inability to use the insured electronic equipment, copyright);
5. Damage to the electrical equipment:
 - a) in luggage or separately entrusted to a carrier,
 - b) handed over for purposes of providing a service,
6. Damage to the accessories of the insured electronic equipment, such as separate data storage media (e.g., CD, flash disk), records on data storage media, bags, camera accessories (except lenses), tripods, etc.

SECTION R SECURITY RISKS INSURANCE

If the Insured Person has concluded Security Risks Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed by the provisions of this section, which take priority over the provisions of the Insurance Terms and Conditions.

Article 1 Definition of Terms

1. Hijacking of a transport means is the unlawful seizure or the unauthorized taking of control over a transport means by which the Insured Person travels.
2. Abduction of a person is the seizure, detention, abduction of one or more Insured Persons by a third party employing force or deception without the consent of the Insured Person and without a legal reason.

3. Taking hostages is the detention of an Insured Person by a third party who threatens to kill, injure or prolong the detention of the Insured Person in order to force a state, organisation or person to act or to refrain from any act.
4. A terrorist act is the calculated use of violence or the threat of violence, usually directed against non-participants, in order to evoke fear, through which political, religious, or ideological goals are achieved

Article 2 Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Insurance Benefit to the Entitled Person to the extent of the resulting damage or in to the agreed amount.
2. The Entitled Person is the Insured Person.
3. The subject of the Insurance are violent acts or threat thereof, or the occurrence or threat of the endangerment of health from the said causes.
4. The Insurance is concluded as:
 - a) loss insurance, in the event of an Insured Event according to paragraph 3 or 4 of Article 4 of this section,
 - b) agreed sum insurance, in the event of an Insured Event according to paragraph 1 or 2 of Article 4 of this section.

Article 3 Territorial and Chronological Validity of the Insurance

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

Article 4 Insured Event

With the exception of the agreed exclusions, an Insured Event is an event occurring within the Duration and at the place of Insurance:

1. by the hijacking of a transport means or the abduction of the Insured Person;
2. by the taking of hostages;
3. by the shortening of the insured trip due to a terrorist act or threat thereof declared by official authorities in an area within 50 km of the place of stay;
4. by the leaving the endangered area, if the central state administrative body:
 - a) recommends evacuation from the place of stay due to imminent danger or occurrence of a natural catastrophe, terrorist attack, war, war operations, epidemic hazardous to health, or the effects of a release of nuclear energy at the place of stay,
 - b) places the area, in which the Insured Person is situated, on the list of areas characterised by an increased security risk as a war zone;
5. The exclusions stipulated in paragraph 15(a) and (b) of Article 5 of Section A shall not be applied to this section of the point.

Article 5 Extent of the Insurance Benefit

1. The Insurer shall realise the Insurance Benefit by way of financial performance rendered to the Entitled Person.
2.
 - a) In the event of an Insured Event according to Article 4(1) or (2) of this section, this amount is equal to the product of the insured amount agreed for this Insurance and the duration of the Insured Event in days.
 - b) The duration of the Insured Event is counted from the moment of its occurrence.
 - c) The maximum duration of the Insured Event is five days.
 - d) The investigation of the event may be concluded not earlier than the end of the duration of the Insured Event or the maximum duration of the Insured Event.
 - e) the agreed insured amount is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for each One Insured Event.
3.
 - a) The Insurer shall, in the event of an Insured Event according to Ar-

ticle 4(3) or (4) of this section, pay the documented expenses of transporting the Insured Person to the nearest secure place abroad or to the homeland, and related extraordinary accommodation expenses.

- b) The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all of the Insured Person's Insured Events.

Article 6

Obligations of the Insured Person

In the event of the occurrence of an Insured Event, the Insured Person is obliged, besides the obligations stipulated in Section A, to:

1. immediately inform the Insurer's assistance service, if it is objectively possible,
2. provide a police report, a carrier's confirmation or another certified official record of the occurrence of the Insured Event and the duration of the Insured Event, in the event of abduction or hostage-taking,
3. submit a credible official document on the occurrence of the Insured Event, as well as bills and travel documents for the transport services or accommodation used, in the event of shortening the trip or leaving the endangered area.

Article 7

Exclusions from the Insurance

Besides the exclusions stipulated in Section A, the following are not deemed to be Insured Events:

1. events occurring on a territory designated by official authorities as risky for the occurrence of such events or have not recommended travel to these areas prior to the trip being embarked upon,
2. abduction or hostage-taking of children of 17 years of age or younger, if such an act was committed by their parent, adoptive parent, carer, or legal guardian,
3. shortening the trip or leaving the endangered area, if such an event occurs within 24 hours before the planned Return from the Trip,
4. shortening the trip or leaving the endangered area, which has not been approved in advance by the assistance service,
5. leaving the endangered area due to an epidemic of a disease against which the Insured Person is obliged to be vaccinated against in the given state.

SECTION 5

ASSISTANCE PLUS INSURANCE

If the Insured Person has concluded Assistance Plus Insurance as part of the insurance contract (hereinafter in this section referred to as "Insurance"), the Insurance shall, besides the joint provisions contained in Section A of the Insurance Terms and Conditions, also be governed 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 Insurance Benefit to the Entitled Person in the form of assistance services to the extent of the damage resulting to the subject of the Insurance up to the agreed amount.
2. The subject of the Insurance is:
 - a) the Insured Person's passport and identity card (hereinafter in this section also referred to as a "travel document"),
 - b) the Insured Person's real estate and household, which he/she uses as a permanent residence,
 - c) Travel expenses incurred by the carer,
 - d) The Insured Person's funeral abroad.
3. 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

1. With the exception of the agreed exclusions, an Insured Event is:
 - a) damage to a travel document caused under the conditions stipulated in Section D; furthermore, the exclusion for passport and identity card stipulated under Article 6(4)(d) of Section D. In deviation from Article 3(3) of Section D, the Insurance also applies to a loss, damage, or destruction of a travel document, regardless of the cause thereof,
 - b) damage to permanently occupied real estate or household of the Insured Person caused by a natural disaster, traffic accident, break-in, or water from water piping,
 - c) the act of leaving a person under 18 years of age abroad without supervision due to the hospitalisation or death of the person who had accompanied this person,
 - d) funeral expenses in the state where the Insured Person had died.

Article 4

Extent of the Insurance Benefit

1. Loss pertaining to travel documents constitutes the strictly necessary and reasonable expenses demonstrably incurred in order to be issued with a replacement travel document at the place of Insurance to the extent of:
 - a) the fee for the issue of the replacement travel document
 - b) transport to the place of issue of the replacement travel document,
 - c) accommodation directly related with travelling to and from the place of issue of the replacement travel document.
2. Loss pertaining to the Insured Person's real estate or household constitutes the costs of technical assistance to avert or mitigate the consequences of an Insured Event.
3. Loss pertaining to the carer's travel expenses is the carer's necessary travel and accommodation costs of the carer for an Insured Person without supervision.
4. Loss pertaining to funeral expenses constitutes the purposefully incurred costs for the funeral of the Insured Person abroad.
5. The costs under this article shall be paid by the Insurer to the Entitled Person.
6. The agreed benefit limit is dependent on the selected benefit limit option stipulated in the insurance contract, and limits the Insurance Benefit for one and all Insured Events.

Article 5

Exclusions from the Insurance

Besides the exclusions stipulated in Section A, the Insurer is not obliged to provide an Insurance Benefit in the event that:

1. assistance services were not provided by the Insurer's contractual assistance service.