

# GENERAL TERMS AND CONDITIONS OF INSURANCE TRAVEL INSURANCE

CP 01/23

with effect from 24<sup>th</sup> May 2023

Travel insurance is designed to provide security for the insured persons when travelling and staying outside their place of residence. The terms and conditions of insurance are set out in the common provisions section for all insurance policies and in the other sections of these policy conditions for individual types of insurance (hereinafter only referred to as "other sections"). The types of insurance are specified in the insurance contract.

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## SECTION A COMMON PROVISIONS

### Article 1

#### Introductory Provisions

1. The rights and obligations of the parties of the travel insurance (hereinafter in this section referred only to as "the insurance") are governed by the laws of the Czech Republic, in particular by the Act. No. 89/2012 Sb., the Civil Code, as amended (hereinafter only referred to as "the code"), by these insurance terms and conditions, by the provisions of the given insurance contract and in its annexes and in other documents which form part of thereof.
2. Any arrangements in the insurance contract that deviate from the code or from these insurance terms and conditions shall take precedence over the provisions of this section. The different provisions in the following sections of these insurance

conditions shall prevail over the provisions of this section.

3. The parties to the contract are, on the one hand, the policyholder and, on the other hand, the insurer.

### Article 2 Definition of Terms

The following definition of terms apply for the purpose of the insurance:

1. Emergency health care is a care that aims to avert a serious deterioration in health or to reduce the risk of a serious deterioration in health so that the facts necessary to determine or change an individual's course of treatment or to prevent the insured person from reaching a state in which he or she would endanger himself or herself or others are ascertained in time.
2. Destination means the area where the city, town or resort specified in the travel contract, in the accommodation booking, or on the purchased ticket or airline ticket is located.
3. Foreign country means the territory beyond the borders of the Czech Republic.
4. Foreign person means a person who is not related to the insured by property or by any other means and who is not a close person to the insured.
5. The time value is the price that the item had immediately before the insured event; it is determined from the new price of the item, taking into account the degree of wear and tear or other deterioration or appreciation of the item, achieved by repair, modernisation or improvement or in any other way.
6. The duration of insurance is the actual period within the agreed period of insurance for which the insurance was in force.
7. A means of transport is a movable tangible object (vehicle, ship, aircraft, train, etc.) used for the transport of materials or the transport of persons. It is a mobile component of transport and transport.
8. Long-term stable chronic illness means a long-standing and evolving illness (including post-accident conditions) that existed before the start of cover and was stabilised within the previous 6 months and did not require hospitalisation nor deteriorate nor required a change in treatment or medication.
9. Electric bicycle (e-bike) means bicycles and scooters equipped with an auxiliary electric motor with a power output of up to 250 W, which is deactivated upon reaching the maximum speed of 25 km/h.
10. Hospitalization means a condition of the insured caused by an insured peril, where medically necessary hospital diagnostic and therapeutic care is provided to the insured in connection with his/her stay in bed.
11. One insured event is an insured event from insurance of one person arising from the

same cause, at the same place and at the same time, comprising all facts and their consequences between which there is a causal, territorial, temporal or other direct connection.

12. One-time premium is the premium set for the entire insurance period.
13. One thing includes all its parts.
14. The time period given in days shall always mean the number of calendar days.
15. A random event is an event that is possible and for which it is uncertain whether it will occur at all during the period of insurance or the time of its occurrence is unknown.
16. The start of the journey is the moment the insured enters the means of transport in the Czech Republic for the purpose of reaching the intended destination of his or her journey.
17. Return from the journey is the moment when the insured person gets off from the means of transport at his/her place of residence in the Czech Republic.
18. Emergency healthcare is care to prevent or limit the occurrence of sudden conditions that are immediately life-threatening or could lead to sudden death or serious health risks, or that cause sudden or intense pain or sudden changes in the patient's behaviour who might, subsequently, endanger themselves or their environment.
19. An agreed sum insurance is the insurance the purpose of which is to obtain a benefit, i.e. an agreed sum of money, in a consequence of an insured event and in an amount which is independent of the occurrence or the extent of damage.
20. Theft of property means:
  - a) Theft through burglary, i.e. through breaking and entering, when a stranger has taken possession of the insured goods and at the same time has demonstrably overcome the obstacles protecting these goods from being stolen from closed and locked premises or rooms or from the closed and locked luggage compartment of a motor vehicle, provided that in this way protected items were not or could not be visible from the outside. The use of the original key or its duplicate shall be deemed to have overcome the obstacle only if the original key has been taken by a stranger by burglary or robbery. Theft through burglary shall not be deemed the entering the property in an unascertained way,
  - b) robbery, where a stranger has taken possession of the insured goods by using violence or the threat of imminent violence against the person who was a barrier against the theft of the insured goods.

21. An entitled person is a person who, as a result of an insured event, becomes entitled to an insurance benefit.
22. An insurance policy is a written confirmation of the conclusion of an insurance contract issued by the insurer to the policyholder.
23. The period of insurance is the period for which the insurance was agreed. A premature termination of insurance does not shorten this period.
24. An insured event is an accidental occurrence caused by an insured peril specified separately for each type of insurance, which gives rise to the insurer's obligation to provide insurance benefit.
25. An insured peril is a possible cause of an insured event specified separately for each type of insurance (hereinafter only referred to as "cause"). An insured peril shall not expire due to the absence of the insured person at the place of insurance.
26. Insurance risk is a measure of the probability of an insured event caused by an insured peril.
27. A policyholder is the person who has concluded an insurance contract with the insurer and is obliged to pay the premium.
28. An insurer is a legal person authorised to carry on insurance business under a special law.
29. An insured (or an insured person) is the person whose life, health, property or liability is covered by the insurance.
30. For the purpose of insurance of cancellation fees, the service provider means an entity other than the parties of the insurance contracts and their relatives, which provides the service in question (e.g. travel agency, tour operator, transport company, accommodation facility).
31. Damage to goods or property is damage that can be repaired, while the cost of the repair does not exceed the time value of the goods themselves.
32. The card of the insured person is a written confirmation of the occurrence of the insurance, issued by the insurer for the use of the insured; it is used to claim the right to insurance benefits at the place of insurance.
33. A relative of the insured means the insured's husband, wife, cohabiting partner, children, parents, grandparents, grandchildren, siblings, parents of spouse, registered partner or parents of registered partner.
34. The deductible is the amount agreed in the insurance contract that the entitled person shares in the insurance benefit for each insured event. The excess may be expressed as a fixed amount, a percentage or a combination thereof.
35. Sports equipment means 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. Items which are not used as tools or implements, such as personal accessories, clothing, helmet, goggles, footwear, binoculars, etc., are not considered to be sports equipment.
36. The cancellation fee is the fee required by the service provider for cancelling participation in the tour. The cancellation fee is considered to be an amount up to the amount corresponding to the provisions of the tour contract or, where applicable, it is specified in the service provider's tariff of cancellation fees valid at the date of the conclusion of the tour contract.
37. An insured event is a fact from which a damage injury has arisen and which could give rise to a right to an insurance benefit.
38. Damage insurance is an insurance the purpose of which is to compensate for damage resulting from an insured event. In case of damage insurance, the insurer shall provide an insurance benefit, a cover, which compensates, to the extent agreed, for the loss of property resulting from an insured event.
39. Distress is a condition in which the health or life of the insured person is endangered and the insured person is unable to get around without outside help.
40. Permanent consequences are those consequences of an accident or injury that are no longer capable of improvement, i.e. permanent impairment or loss of physical functions.
41. Parties to the insurance contract are the insurer and the policyholder as contracting parties, as well as the insured person and any other person to whom a right or obligation arose under the private insurance contract.
42. The payment for the service means a payment for the tour or service or the first advance payment for it.
43. For the purposes of this insurance, an accident is defined as an unexpected and sudden action of external forces or one's own physical strength, independent of the will of the insured person, which occurs during the term of insurance and which causes damage to the insured's health or death, including accidents at work. An accident is deemed to have occurred when the external forces or influences that have been exerted have caused injury to the insured's health or death. An injury is deemed a damage to the health of the insured person that was inflicted on the insured person:
  - a) by a local suppuration after entry of pathogens into an open wound caused by trauma,
  - b) by infection with tetanus or rabies infection in an accident, diagnostic, therapeutic and preventive interventions carried out to treat the consequences of the accident,
  - c) by unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, electric current (including lightning), radiation, toxic substances and poisons (excluding microbial poisons and immunotoxic substances),
  - d) by drowning and by getting drown,
  - e) by bites and snakebites, by insect stings.
44. Vandalism is considered any intentional damage or destruction of things by a third person.
45. A serious illness means a medically documented sudden and unexpected change in health that threatens the health or life of the insured person regardless of his/her will and requires acute and urgent medical care.
46. Multiple insurance occurs when two or more private insurances cover the same insured risk for the same period if the aggregate of the sums insured exceeds the insured value of the insured property or the sum of the limits of insurance benefits exceeds the actual amount of loss incurred.
47. Water from the water distribution system, water vapour or other liquid (e.g. heating, air conditioning and fire extinguishing media) leaking from a water supply system or its appurtenances as a result of a sudden failure, sudden breach of integrity of the water supply system or its appurtenances or freezing directly related to the nature and function of the water supply system or its appurtenances.
48. An interested person is a person that is interested in concluding an insurance contract with the insurer.
49. A package tour means a trip or stay paid for with a service provider with shared or individual transport, regardless of the number of services provided.
50. The luggage compartment is the part of a passenger motor vehicle designed by the manufacturer for the carriage of goods and which is a fixed part of the motor vehicle. Luggage compartment includes a roof box or a lock box which is part of a motorcycle.
51. Destruction of an item is such damage that cannot be removed by economically viable repair, and the item can no longer be used for its original purpose.
52. The loss of an item is only considered to have occurred due to a natural disaster or an accident, when the insured person has demonstrably lost, through no fault of his/her own, the ability to care for the item.
53. A natural disaster can be fire, explosion, direct lightning strike, windstorm, hail, flood, flash flood, earthquake, volcanic eruption, rock fall or landslide, rockslide, landslide or avalanche, a fall of a tree or of a pole.

### Article 3

#### Scope and place of insurance

1. The scope of the insurance is determined by the insurance conditions and optional parameters specified in the insurance contract. These parameters are chosen by the policyholder at the time of concluding the insurance contract, based on knowledge of the needs of the insured persons.
2. The policyholder chooses the types of insurance that shall be concluded, the insurance period, the variant of the upper limit of benefit, the territorial validity of the insurance and, with regard to the activities performed by the insured person during the insurance period, the type of stay and any supplementary insurance for risky activities

- and sports performed by the insured person (hereinafter referred only to as "the supplementary insurance"). The activities and sports requiring supplementary insurance are listed in the column of the same name of the annex "the List of Activities and Sports" (hereinafter referred to as "the List"), which is an integral part of the insurance contract and the designation of which is indicated at the head of the insurance contract. The List also comprises activities and sports without the need for supplementary insurance and activities and sports that are not insurable. The extent to which individual insurances or supplementary insurances have been taken out is specified in the insurance policy.
3. The following types of insurance can be concluded:
    - a) Medical expenses insurance
    - b) Accident insurance
    - c) Personal belongings insurance
    - d) Liability insurance
    - e) Cancellation fee insurance
    - f) Mountain rescue intervention insurance
    - g) Insurance in case of hospitalization
    - h) Veterinary care insurance
    - i) Sports insurance
    - j) Carefree drive assistance insurance
    - k) Deductible insurance / insurance of the rental vehicle deposit
    - l) Travel plan insurance
    - m) Electronic equipment insurance
    - n) Security risks insurance
    - o) Assistance Plus insurance
    - p) Insurance of the selected exclusions
  4. Territorial scope of application  
All contract types of insurance are effective only at the agreed place of insurance. Unless otherwise specified for each type of insurance in the following sections, the following territories are the place of insurance depending on the agreed territorial validity:
    - "Area E" – all European countries, the European part of Russia (the eastern boundary is defined by the meridian of 60° East longitude), Morocco, Algeria, Tunisia, Libya, Turkey, Israel, Jordan and Cyprus,
    - "Area S" – all the countries in the world. The territory of the countries shall include the exclusive economic zones (EEZ).
  5. Type of stay  
All types of insurance are effective only when the agreed activities are carried out, depending on the type of stay agreed. The types of stay that can be agreed:
    - a) "Repetitive stay", the insurance covers events occurring during the period of insurance and not exceeding 90 days of continuous stay abroad. The insured person is obliged to prove that at the time of the occurrence of the event his or her continuous stay abroad did not exceed 90 days,
    - b) "Continuous stay", the insurance then covers the events occurring during the period of insurance.
  6. Supplementary insurance of risky activities and sports  
For journeys involving sporting activities with a higher risk it is necessary to take out appropriate supplementary insurance. With the exception of the exclusions agreed, all types of insurance taken out are only effective for the preparation and exercise of the activities and sports for which the corresponding supplementary insurance has been taken out. If the following supplementary insurance is taken out:
    - a) for "the Dangerous Activities and Sports", then the insurance covers the pursuit of activities and sports listed as the Dangerous Activities and Sports for which a supplementary insurance is required. The activities listed under (b) of this paragraph are excluded,
    - b) for "the Extreme Activities and Sports", insurance covers the pursuit of activities and sports listed in the Schedule as Extreme Activities and Sports with the need for supplementary insurance. The insurances also cover the activities listed under (a) of this paragraph.

Irrespective of the type of supplementary insurance agreed, the insurance does not cover the preparation and performance of activities and sports listed in the Schedule as Activities and Sports that are not Insurable.
- Article 4**  
**Extent and maturity of the insurance benefit**
1. The insurer shall provide insurance benefits to the extent contractually agreed on the date of the insured event.
  2. The amount and scope of the insurance benefit shall be determined by the insurer in accordance with the insurance conditions.
  3. The provision of insurance benefits is conditional upon the occurrence of an insured event and the fulfilment of all conditions and obligations arising from the insurance contract and its components.
  4. The insurer shall pay the insurance benefit to the entitled person in the manner set out in the following sections for each type of insurance.
  5. Unless otherwise agreed by the contractual parties, the financial benefit is payable in the currency of the Czech Republic and in its territory and the insurer shall pay it to the person entitled to receive the financial benefit in the form of a transfer to his/her bank account or by postal order to his/her name and address.
  6. If the insured person was entitled to receive a financial benefit that he or she did not receive during life, and the death was not an insured event, the unpaid insurance benefit becomes subject to inheritance proceedings.
  7. In cases of foreign currency conversion, the insurer shall use the exchange rate of the Czech National Bank valid on the date of the insured event.
  8. If a deductible is agreed, the amount of the deductible is specified in the insurance contract for each type of insurance. The amount of the deductible shall not be taken into account when determining the upper limit of the benefit.
  9. The insurance benefit for each type of insurance is above restricted by an upper limit or by the sum insured in the amount determined by the agreed variant of the limit of benefit specified in the insurance contract. If the limit of insurance benefit is not specified for the agreed variant, the amount of the limit is replaced by "without limit".
  10. The insurance benefit shall be paid within 15 days after the end of the investigation of the reported insured event to which the claim for insurance benefit is related. The investigation shall be completed by communicating its results to the person who has claimed the right to insurance benefit.
  11. If the investigations necessary to establish the insured event, the extent of the insurance benefit or the person entitled to receive the insurance benefit cannot be completed within three months of the date of notification, the insurer shall inform the notifier why the investigations cannot be completed; if the notifier makes a such a request, the insurer shall inform him or her of the reasons in writing. The insurer shall, at the request of the person claiming the right to the insurance benefit, make a reasonable down payment of the insurance benefit; this shall not apply if there is a reasonable ground to refuse making a down payment.
  12. The insurer is entitled to reduce the insurance benefit:
    - a) as a consequence of the compensation that the entitled person or the injured party has already received in another way,
    - b) if, as a consequence of a breach of an obligation on the part of the policyholder or the insured person when the contract was negotiated or amended, a lower premium was agreed, the insurer has the right to reduce the insurance benefit by an amount equal to the ratio of the premium it received to the premium it should have received,
    - c) if the breach of an obligation of the policyholder, the insured person or another person entitled to the insurance benefit had a considerable influence on the occurrence of the insured event, on its course, on the increase in the extent of its consequences or on the establishing or determining the amount of the insurance benefit, the insurer has the right to reduce the insurance benefit in proportion to the effect of the breach on the extent of the insurer's obligation to provide the insurance benefit,
    - d) in the event the transfer of the right in compliance with the Article 20 of this section is thwarted,
    - e) if the insurer has paid the insurance benefit in an unreduced amount and subsequently the insurer becomes entitled to a reduction of the insurance benefit. The insurer shall have the right to claim the difference between the paid benefit and the reduced benefit against

- the person in whose favour the insurance benefit was paid.
13. The insurer may refuse the insurance benefit if the insured event was caused by a fact,
    - a) about which the insurer did not learn earlier but after the occurrence of the insured event,
    - b) that the insurer could not find out while negotiating the insurance contract or its amendments as a consequence of the culpable breach of the obligation stipulated in the para 1 or 2 of the Art. 16 of this section,
    - c) that knowing this fact when entering into the contract, the insurer would not have entered into the contract at all or would have entered into it on different terms.
  14. The insurer may also refuse to provide the insurance benefit in case if the entitled person knowingly provides false or grossly misrepresented information concerning the extent of the insured event or withholds material information concerning the event when exercising the right to his or her benefit from the insurance.
  15. The insurer has the right to deduct from the insurance benefit any premiums due or any other claims arising from the insurance contract.
  16. The insurer does not pay fines, penalties, punitive damages, etc.
  17. The more detailed scope of insurance benefits for each type of insurance is given in the following sections.

#### **Article 5 Common Insurance Exclusions**

The following events are not insured events:

1. the cause or symptoms of which occurred outside the period of insurance or outside the agreed place of insurance;
2. that the policyholder or the insured person or the entitled person could have foreseen or had been known to them at the time the insurance contract was concluded;
3. that occurred while preparing and performing the activities for that no appropriate insurance under the Article 3 of this section was agreed;
4. if they arise from the practice of sports known as freestyle or freeride. If the sport so designated is listed in the Schedule in the group of activities and sports for which the supplementary insurance has been arranged, this exclusion does not apply;
5. if they arise during the preparation and performance of the activities and sports listed in the Schedule as activities and sports for which the insurance cannot be provided;
6. that the insured person brought about intentionally (including a suicide or an attempted suicide) or caused by an intentional conduct of the policyholder or of the entitled person;
7. that another person brought about to the insured person at the instigation of the insured person, the policyholder or the entitled person;
8. that were caused by gross negligence or by breach of duty by the insured person or violation of local regulations and laws;

9. if they arise in connection with a riot instigated by the insured person or in connection with a crime committed or attempted by the insured person;
10. if they occur as a result of or in connection with the ingestion or effects of alcohol, drugs, narcotics or other psychotropic or addictive substances by the insured person or the handling thereof;
11. if they arise from testing the means of transport;
12. if they arise from the performance of the stunt work, or from taming of beasts of prey;
13. if they arise during activities at places that are not designed for such activities;
14. if they arise in an area for which the authority of state administration has issued a notification, recommendation or caution against travel or stay in such an area for any reason, if the travel or stay commenced during the period of its validity;
15. that occurred as a consequence or in connection with:
  - a) the effects of released nuclear energy, chemical or biological weapons,
  - b) war events and with 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 an explosive material by the insured person,
16. that occurred in the territory where the insured person stayed illegally.

#### **Article 6 Insurable Interest**

1. An insurable interest is a legitimate need for protection against the consequences of an insured event.
2. The policyholder has an insurable interest in his/her own life and health. The policyholder shall also be deemed to have an insurable interest in the life and health of another person if he/she proves an interest conditional on his/her relationship to that person, whether arising from relationship or conditional on the benefit or advantage of the continuation of his/her life or the preservation of his/her health.
3. The policyholder has an insurable interest in his/her property. The policyholder shall also be deemed to have an insurable interest in the property of another person if he/she demonstrates that without its existence and preservation he/she would be threatened with direct property loss.
4. If the insured person consented to the insurance, the policyholder's insurable interest is deemed to have been established.
5. If the interested person had no insurable interest and the insurer knew or ought to have known of it at the time when the contract was concluded, the contract is invalid.
6. If the policyholder knowingly insured a non-existent insurable interest but the insurer did not know or could not have known of it, the contract is invalid; however, the insurer is entitled to remuneration corresponding to the

7. premium until the insurer becomes aware of the fact that the contract is invalid.
7. The insurable interest does not cease to exist due to the insured person's absence in the place of insurance, by obtaining similar private insurance or by simple lack of interest.
8. Termination of the insurable interest must always be proved to the insurer.

#### **Article 7 Group Insurance**

1. Group insurance is an insurance covering a group of insured persons specified in the insurance contract, whose identity may not be known at the time of conclusion of the contract.
2. If the insurance applies to members of a particular group, the insurance contract need not contain the names of the insured persons if the insured persons can be identified beyond doubt at least at the time of the insured event.
3. A breach of the duty to truthfully and fully answer the insurer's questions affects, in the case of group insurance, only the insurance of those persons affected by the breach of that duty.

#### **Article 8 Conclusion of the Insurance Contract**

1. The insurance contract is concluded upon acceptance of the insurer's offer. The offer is accepted upon its signing by the contracting parties, unless the offer expressly states otherwise. If the policyholder has accepted the offer by timely payment of the premium, the written form of the contract shall be deemed to have been duly observed.
2. The insurance contract is closed for a fixed period of time.
3. In addition to the terms and conditions of the insurance contract, there are also other items forming an integral part of the insurance contract, like all agreements, supplements and annexes to the insurance policy (e.g. valuation tables, the List of Activities and Sports), as well as all documents defining the conditions for the creation, duration, changes and termination of the insurance (e.g. applications, questionnaires, reports, medical checks and examinations, statements, records of the process of arranging insurance, insurer's information for the interested party in the conclusion of an insurance contract – for the prospective policyholders).

#### **Article 9 Commencement of the Insurance. Insurance Period**

1. The insurance is closed for a definite insurance period from the date of the commencement of the insurance period to the date of the end of the insurance period. The insurance period is agreed in the insurance contract.
2. If the exact time of the commencement of the insurance period has not been agreed, the insurance commences at 00.00 h on the day

agreed as the beginning of the insurance period. If the exact time of commencement of the period of insurance has been agreed, the insurance commences at the agreed time on the day agreed as the commencement of the period of insurance.

3. Unless otherwise agreed in the insurance contract, the payment of the premium before the insurance period begins or the moment of payment of the premium is a condition for the insurance to come into existence.

#### **Article 10**

##### **Duration of the Insurance**

1. Unless specified otherwise for each type of insurance in the following sections, the insurance lasts from its commencement until the actual termination of the insurance.
2. If a situation arises during the term of the insurance where the insured person cannot return to the Czech Republic regardless of his/her will before the expiry of the insurance period agreed in the insurance contract, the insurance period is automatically extended without an increase in the premium for the necessary period until the reasons listed below cease to exist, but for a maximum of 7 days immediately following the original insurance period. The reasons for extension are objective facts, which may be natural disasters, a strike of the company of the carrier, technical failure of the means of transport, acts of terrorism, a declaration of a state in which the movement of persons or individuals is restricted or hospitalization of the insured person preventing him or her from returning to the Czech Republic.

#### **Article 11**

##### **Changes and Termination of the Insurance Contract. Termination of the Insurance**

1. All changes to the insurance contract shall be made in writing by mutual agreement of the contractual parties.
2. The insurance expires at the end of the insurance period at 24.00 h on the day agreed as the end of the insurance period.
3. The insurance also expires:
  - a) upon the on the date of death of the insured person,
  - b) upon the termination of the insurable interest,
  - c) on the date of receipt of the insurer's notification of refusal to provide insurance benefit.
4. The insurer or the policyholder may terminate the insurance in writing:
  - a) within 2 months from the date of conclusion of the insurance contract. On the date of delivery of the notice, an eight-day notice period shall begin to run, at the end of which the insurance shall lapse. If the insurance is terminated by the policyholder's notice, the insurer shall be entitled to a remuneration equal to the insurer's costs associated with the creation of and administration of the insurance,
  - b) within 3 months from the date of receipt of the notification of the occurrence of

the insured event. On the date of delivery of the notice, a notice period of 1 month begins to run, at the expiry of which the insurance lapses. If the insurance is terminated by the policyholder's notice, the insurer shall be entitled to remuneration in the amount corresponding to the insurer's costs associated with the creation and administration of the insurance.

5. The policyholder can terminate the insurance with an eight-day notice period:
  - a) within two months after having learned that the insurer had applied a criterion contrary to the principle of equal treatment in determining the amount of the insurance premium or in calculating the insurance benefit,
  - b) within one month from the receipt of the notification of the transfer of the portfolio or part thereof or of transformation of the insurer,
  - c) within one month of the date on which notification is published that the insurer's authorisation to carry on insurance business has been withdrawn.
6. If the policyholder or the insured person breaches, either intentionally or negligently, an obligation stipulated and imposed by the paragraph 1 or 2 of the Article 16 paragraph 1 or paragraph 2 of this section, the insurer shall have the right to withdraw from the contract if the insurer proves that he would not have concluded the contract if the answers had been given truthfully and fully. The policyholder shall have the right to withdraw from the contract if the insurer has breached the obligation laid down in paragraph 8 or 9 of Article 13 of this section. The right of withdrawal shall lapse if the party does not exercise it within two months of the date on which he/she discovered or must have discovered the breach of the obligation set out 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 concluded for a period of more than one month and if it was concluded by means of a distance selling contract, the policyholder shall have the right to withdraw from the contract without giving any reason within 14 days from the date of its conclusion or from the date on which the insurance conditions were communicated to him/her, if this communication is made sooner than at his/her request after the conclusion of the contract.
8. The insurance contract may exceptionally be terminated by written agreement of the contracting parties under the agreed conditions.
9. The insurance contract may only be assigned with the consent of the insurer.
10. If insurance of another's peril is taken out, then on the date of the policyholder's death or on the date of the policyholder's dissolution without any legal successor, the insured person shall take the place of the policyholder; however, if the insured person

notifies the insurer in writing within thirty days from the date of the policyholder's death or from the date of the policyholder's dissolution that he/she is not interested in the continuation of the insurance, the insurance shall lapse on the date of the policyholder's death or dissolution. The effects of the delay against the insured person shall not take effect until the expiration of fifteen days from the date on which the insured person became aware of his/her entry into the insurance. However, if there is more than one insured person, the insurance of all persons shall cease on the expiry of the period for which the premium has been paid.

11. The insurance does not lapse due to the termination of the insured person's stay abroad before the expiry of the period of insurance.
12. The insurance contract terminates due to the expiry of insurance policies of all persons.

#### **Article 12**

##### **Premium**

1. The premium is a payment for the provided insurance protection. The insurer shall determine the amount of the premium for the given insurance contract. It is a one-time premium.
2. The insurer is entitled to the payment of the premium on the date of conclusion of the insurance contract.
3. The premium is payable on the date of conclusion of the insurance contract in the currency and in the amount specified in the insurance contract.
4. The premium is considered paid if it is received in full amount by the insurer's intermediary (insurance broker) or at the time of payment to the insurer's account.
5. Unless provided otherwise in the following text, the insurer is entitled to the full amount of the one-time premium.
6. If the insurance is terminated by the death of the insured person, the insurer shall refund to the policyholder the unused portion of the premium after deduction of the cost of insurance benefits and the cost of conclusion and administering the insurance contract.
7. If the insurance contract is terminated by means of an agreement before the date of the commencement of the insurance, the insurer shall refund to the policyholder, upon return of all documents certifying the validity of the insurance, the premiums received after having deducted the amount of the cancellation fee insurance.
8. If the policyholder terminates the contract, the insurer shall reimburse the premium paid, reduced by the amount, if any, has already been paid, within thirty days of the date on which the termination takes effect; if the insurer terminates the contract, the insurer shall also be entitled to set off against the costs incurred due to establishing and administering the insurance contract. If the insurer withdraws from the contract and the policyholder, the insured person or another person has already received the insurance benefit, he/she shall reimburse the insurer

within the same time limit the amount of the insurance benefit paid that exceeds the paid premiums.

9. If the policyholder withdraws from the contract pursuant to paragraph 7 of Article 11 of this section, the insurer shall reimburse the premium paid without undue delay, but not later than thirty days after the date on which the withdrawal takes effect; in doing so, the insurer shall be entitled to deduct the amount that the insurer has already paid in form of the insurance benefit. However, if the insurance benefit has been paid in amount exceeding the premium paid, the policyholder or the insured person or the beneficiary, as the case may be, shall reimburse the insurer the amount of the insurance benefit paid in excess of the premium paid.
10. The insurer shall set off the outstanding premium claims that he has in the order in which they arise and not in the order in which they are notified.

### **Article 13**

#### **Rights and Duties of the Insurer**

1. The insurer is entitled to examine the submitted documents, to request expert opinions from specialized experts, or to consult complex insured events with medical institutions or with other competent authorities, all this also abroad, if necessary.
2. After the insurance contract is concluded and the relevant premium paid, the insurer issues an insurance policy for the policyholder.
3. In the event of loss, damage or destruction of a valid insurance policy, the insurer shall issue the duplicate to the policyholder at his/her request; this shall also apply, in a similar way, for the issue of a duplicate of the written insurance contract.
4. Prior to the conclusion of the insurance contract, the insurer shall provide the person interested in concluding the insurance contract with information about the insurer and about the given insurance to be taken out.
5. The insurer is obliged to accept premiums due and other claims payable under the insurance also from the mortgagee (mortgage creditor) of the policyholder, from the entitled person or from the insured person.
6. During the term of the insurance contract, the insurer shall communicate information to the policyholder at the address specified in the insurance contract or via its website. If the address for written communication is different from the address of the registered office or residence, it shall be referred to as the correspondence address. The address may also be a contact determined for electronic communication.
7. The insurer shall not return the originals of the documents. If the insurer is not obliged to provide the insurance benefit, then the insurer shall return the originals of the documents upon request.
8. If, when concluding the contract, the insurer must be aware of discrepancies between the insurance offered and the requirements of the

interested person, then the insurer shall draw the attention of the interested person to them. In doing so, account shall be taken of the circumstances and the manner in which the contract is concluded, as well as whether the other party is assisted in concluding the contract by an insurance intermediary that is independent of the insurer.

9. If, in the course of negotiations for the conclusion of the insurance contract, the interested person, or, in the course of negotiations for the change of the contract, the policyholder asks the insurer in writing about facts relating to the insurance, the insurer shall answer such questions truthfully and completely.
10. If the policyholder requests the insurer in writing to disclose information relevant to performance under the contract, the insurer shall disclose it to the policyholder in writing without undue delay.

### **Article 14**

#### **Duties of the Policyholder**

The policyholder has the following obligations:

1. pay the insurance premiums to the insurer,
2. inform all insured persons in a timely manner of the contents of the insurance contract, including its annexes and parts, and to provide them with all materials and information received for them from the insurer,
3. in case a multiple insurance arises, the policyholder shall notify each insurer without undue delay and specify in the notification the other insurers and the sums insured or limits of insurance benefits agreed in other insurance contracts,
4. notify the insurer without undue delay of the change of the correspondence address,
5. if the policyholder is also the insured person, all obligations of the insured person shall apply to the policyholder as well.

### **Article 15**

#### **Duties of the Insured person**

The insured person has the following obligations:

1. in case there is an insured event, the insured person shall always and without delay, if his/her state of health permits, contact the assistance service provider of the insurer and follow his instructions,
2. do everything possible to prevent the occurrence of an insured event and to reduce the extent of its consequences,
3. exempt the health care provider from confidentiality in writing at the insurer's request and give the insurer written authorisation to obtain information that is subject to mandatory confidentiality of health care professionals and is necessary for the insurer's investigation in the insured event,
4. undergo treatment or necessary medical examinations by a doctor designated by the insurer or by the assistance service provider of the insurer,
5. always follow the instructions of the attending physician,
6. observe safety precautions for the duration of the insurance,

7. use appropriate protective equipment and equipment necessary for the maximum safe performance of all activities performed,
8. have the appropriate valid authorisation to carry out all activities that are performed at the place of insurance,
9. provide appropriate supervision or escort, if it is usual for the activity to be carried out,
10. not to stay in places designated as unsuitable by the organiser,
11. observe the legal regulations that are in force in the country of residence.

### **Article 16**

#### **Other Rights and Duties of the Parties to the Insurance**

1. If the insurer asks the interested person in writing when negotiating the conclusion of the insurance contract or the policyholder when negotiating a change to the contract about facts relevant to the insurer's decision as to how to assess the insured risk, whether to insure it and on what terms, the interested person or the policyholder shall answer these questions truthfully and completely. The obligation shall be deemed to have been duly fulfilled unless nothing substantial and relevant is concealed in the answer.
2. That what is written in the provisions of the paragraph 1 of this article about the duties of the policyholder, applies in a similar way to the insured person as well.
3. If an event occurs to which the person who considers oneself to be the entitled person connects a claim for insurance benefits, he/she shall notify the insurer without undue delay and give him a truthful explanation of the cause, occurrence and extent of the consequences of such event, of the rights of third parties and of any multiple insurance; at the same time, he/she shall submit to the insurer the necessary documents and proceed in the manner agreed in the contract. If he/she is not at the same time the policyholder or the insured person, the policyholder and the insured person shall also have the following obligations.
4. The same notification can be made by any other person that has a legal interest in the insurance benefit.
5. A notification in accordance with the paragraphs 3 and 4 of this article shall be deemed accepted after the insurer:
  - I.) was notified of the event on the insurer's form that was properly completed or by means of web notification at the website [www.pvzp.cz](http://www.pvzp.cz), when the notifying person receives an e-mail confirmation that the notification has been accepted.
  - II.) was handed the originals (unless stated otherwise hereinafter) of all necessary documents or of all documents that the insurer required.  
the necessary documents are:
    - A. the documents proving:
      - a) the cause, time, place and the occurrence of the insured event, its extent and the direct connection

- between the insured event and the insured person, at least by mentioning name, surname and date of birth of the insured person,
- b) a detailed specification of the subject of the reimbursement (e.g. medical reports with the diagnosis, the description and date of the performed procedures and of the administered medicine),
- c) the subject of the reimbursement (e.g. bills or invoices issued by the physician or bills issued by the pharmacy based on the prescription of the attending physician) and the proof documenting the date and amount of the payment (e.g. receipts for payments in cash, bank statements),

- B. in case of provision of an insurance benefit for medicines and medical devices prescribed by a doctor on an outpatient basis, copies of prescriptions issued in the name of the insured person with the date of issue, quantity and description of the medicines and medical devices, signature and stamp of the issuer,
- C. in case that an insured event is investigated by the police, a copy of the police report or a confirmation of the investigation of the given accident,
- D. in the event of the death of the insured person a copy of the official death certificate and a medical certificate of the cause of death,
- E. in the case of personal belongings insurance or liability insurance, also the photographic documentation of damaged or destroyed belongings or the place where the damage occurred (e.g. a flooded area, a ransacked room or vehicle, the place where skiers collided on a ski slope).

All documents must be issued in the name of the insured person and must bear the date of issue and, if it is required on the document, the signature and stamp of the issuer must be provided.

- 6. The insurer shall, without undue delay, after receipt of the notification referred to in paragraph 5 of this Article, initiate the investigations necessary to establish the existence and extent of its obligation to perform. The investigation shall be deemed completed after its results have been communicated to the person who has exercised the right to the insurance benefit; upon the request of that person, the insurer shall give him or her in writing the reasons for the amount of the insurance benefit or, where

appropriate, the reason for refusing its provision.

- 7. If the notification contains knowingly false or grossly misrepresented material information concerning the extent of the notified event, or if it knowingly omits information concerning the event, the insurer shall be entitled to reimbursement of the costs reasonably incurred in investigating the facts about which such information was communicated or omitted. The insurer shall be deemed to have reasonably incurred the costs to the extent proved.
- 8. If it is the policyholder, the insured person or any other person that claims a right to the insurance benefit who causes the costs of the investigation or their increase through a breach of duty, the insurer shall be entitled to reasonable compensation against him.
- 9. The policyholder and the insured person are obliged:
  - a) to notify the insurer in writing at any time in the course of the duration of the insurance contract of any change to any information provided in the insurance contract,
  - b) to allow the insurer to carry out an investigation on the causes of the insured event and the extent of its consequences, and to provide the insurer with his/her assistance in doing so,
  - c) in case of damage insurance to notify the insurer of the data of all insurance contracts in force at the time of the insured event the subject matter of which is the same insured peril.

#### Article 17

##### Delivery of Documents

- 1. Letters delivered through the holder of a postal licence (hereinafter referred to as "the Post Office") will be sent:
  - a) to the insurer at the address of the registered seat specified in the insurance contract, or at another address that the insurer notifies to the policyholder;
  - b) by the insurer to the correspondence address of the relevant person (addressee) specified in the insurance contract or otherwise notified to the insurer. If the correspondence address is not specified in the insurance contract or subsequently notified to the insurer, the documents shall be sent at the address specified in the contract or notified to the insurer as the residence or domicile or registered seat of such person.
- 2. If not otherwise agreed, documents may also be delivered electronically (e.g. via a data box, the insurer's internet application, an electronic message) to the contact details provided for the purpose of consenting to the electronic communication. A document sent by the insurer electronically to the last contact details provided by the addressee shall be deemed to have been delivered on the third working day following its dispatch, unless the

date of its delivery cannot be ascertained or the relevant legislation provides otherwise.

- 3. Letters may also be delivered by an employee of the insurer or by another person authorised by the insurer, in particular to the addressees referred to in paragraph 1 letter b, but also to any other place where the addressee is willing to accept the document. A document delivered this way shall be deemed to have been delivered on the date of its receipt.
- 4. The parties to the insurance contract are obliged to notify the insurer without undue delay of any change in the facts relevant to the delivery procedures and to notify each other of their new postal address or data box or telephone number.
- 5. If it is not the case when the delivery is made pursuant to paragraphs 6 to 8 of this Article, a document sent by the insurer as a registered letter with a delivery receipt (a return receipt) shall be deemed to have been delivered on the date indicated as the date of receipt of the document on the delivery receipt, and a document sent by the insurer as a registered letter without delivery receipt, or sent by ordinary post, on the third working day after the day of dispatch, and if delivery is made to an address in a state other than the Czech Republic, on the fifteenth working day following the dispatch.
- 6. If the addressee thwarts the delivery of the document by refusing to accept it, it shall be deemed to have been duly received on the day on which the addressee refused to accept the document.
- 7. If the addressee thwarts the delivery of the document by refusing to accept the document sent as a registered letter or as a registered letter with a delivery receipt deposited at the post office within the storage period, it shall be deemed to have been duly delivered on the date of deposit at the post office.
- 8. If the addressee prevents the delivery of the document otherwise than as stated in the preceding paragraphs (e.g. by failing to mark the mailbox with his/her name and surname or title), it shall be deemed to have been duly delivered on the date of its return to the insurer.
- 9. A letter sent by the insurer as a registered letter or as a registered letter with delivery receipt is deemed to have been delivered even if it is received by another person (e.g. a family member) instead of the addressee, to whom the post office has delivered the letter in accordance with the legislation on postal services.

#### Article 18

##### Form of Legal Acts

- 1. The insurance contract must be concluded in written form unless the Civil Code provides otherwise.
- 2. In the event that the acceptance of the offer by the policyholder is found to be invalid for failure to provide the offer in writing or for any other reason, and the policyholder pays the first premium or instalment thereof in the amount and within the time limit specified in



the offer (if no time limit is specified in the offer, within one month of receipt of the offer), the offer shall be deemed to have been accepted upon payment of such first premium or instalment thereof.

3. Legal acts, notifications, requests and applications require to be submitted in writing if they have an effect on:
  - a) duration and termination of the insurance,
  - b) changes of the insurance,
  - c) changes in the extent of the insurance.
4. A legal act for which a written form is required is valid, in particular if it is signed by the person acting in his or her own hand or if the signature is replaced by mechanical means where it is considered customary, if it is made via a data box, if it bears a guaranteed electronic signature in compliance with a special law, or if it is made via the insurer's protected online client portal.
5. Legal acts, notifications and requests not referred to in paragraph 3 of this Article may be made in writing, by telephone, by e-mail, via the insurer's Internet application or via a data box if the insurer allows delivery to a data box. This applies in particular to the reporting of an insured event, to the notification of the policyholder or the insured person regarding a change of his/her surname, permanent address, correspondence address and other contact details specified in the contract. Legal acts, notifications and requests pursuant to this paragraph made otherwise than in writing must be additionally completed in writing if the insurer requires that.
6. Regarding the matters within the insurance contract, in particular in connection with the administration of the insurance and the settlement of insurance claims, the insurer is entitled to contact the other parties of the insurance by electronic or other technical means (e.g. telephone, SMS, e-mail, fax, data box), unless otherwise agreed. When choosing the form of communication, the insurer shall take into account the obligations laid down by the applicable legal regulations and the nature of the information communicated.
7. Legal acts, notifications and requests shall become effective against the other contractual party as soon as they have been delivered to that party.

#### **Article 19 Salvage Costs**

1. If the policyholder has reasonably incurred costs in effort to avert an imminent insured event, to mitigate the consequences of an insured event that already occurred or because he/she complied with the obligation to remove the damaged insured property or its remains for hygienic, ecological or safety reasons, he/she shall be entitled to claim damages against the insurer, as well as to compensation for any damage incurred that he/she has suffered in connection with that activity.

2. The reimbursement of the salvage costs to save life or health is limited to 30 % of the agreed sum insured or the limit of insurance benefit.  
Reimbursement of other salvage costs is limited to CZK 150,000 per insurance period, except for costs expended by the policyholder with the consent of the insurer.
3. The reimbursement of the salvage costs is beyond the agreed insured sum or the limit of insurance benefit.
4. If the insured person or any other person has incurred salvage costs in excess of the obligations imposed by law, he/she shall have the same right for compensation against the insurer as the policyholder.

#### **Article 20 Transfer of Rights to the Insurer**

1. If, in connection with an impending or already occurred insured event, the person entitled to the insurance benefit, the insured person or the person who has incurred salvage costs has a right to compensation or other similar right against another, this claim, including its accessories, reinsurance and other rights attached thereto, to the insurer at the time of payment of the insurance benefit, up to the amount of the benefit paid by the insurer to the entitled person. This does not apply if the person has incurred such a right against the person who lives in the same household with him/her or is dependent on him/her for maintenance, unless he/she has caused the insured event intentionally.
2. The person whose right has been transferred to the insurer shall provide the insurer with the necessary documents and inform the insurer of everything that is necessary to make a claim. If this person fails to transfer the right to the insurer, the insurer shall have the right to reduce the insurance benefit by the amount which the insurer might otherwise have received. If the insurer has already provided the insurance benefit, it shall be entitled to reimbursement up to that amount.
3. The entitled person is obliged to take measures to prevent the expiry of the right to compensation or to prevent that this right becomes time-barred, as this right to compensation passes by law to the insurer.
4. The entitled person shall not enter into any agreement with a third party whereby he or she waives a claim for compensation against the third party in the event that such claims should pass to the insurer.
5. The entitled person is obliged to confirm in writing the transfer of rights upon the request of the insurer.
6. If the insurer incurs additional costs in connection with the claim due to the fault of the entitled person, the insurer is entitled to claim these costs from the entitled person.

#### **Article 21 Assistance Services**

The assistance services are provided to the insured person in connection with the agreed insurance contracts and they are carried out by the contractual organization of the insurer.

The assistance services 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 extent of the provided assistance services is available at the website [www.pvzp.cz](http://www.pvzp.cz).

#### **Article 22 Final Provisions**

1. Declarations and notifications in relation to the insurer are valid only if they are submitted in writing.
2. The communication language is Czech.
3. The legal guardian acts on behalf of persons with limited legal capacity. Persons who have not acquired full legal capacity shall be deemed to act with the consent of their legal representative (legal guardian) or with the consent of their legal representative who acts on their behalf.
4. If a payment is made in cash, the date of payment shall be the date on which the full amount is deposited to the credit of the recipient. If a cashless payment is made, the time of payment shall be the debiting of the amount from the bank account to the insurer.
5. The costs of the insurer that are associated with the occurrence of and administration of the insurance shall make up 20 % of the unused premium.
6. All disputes arising out of the insurance contract or arising in connection therewith shall be settled, unless otherwise agreed or resolved by an out-of-court settlement, shall be dealt with by a competent court within the jurisdiction in the Czech Republic and in compliance with the Czech law.

#### **SECTION B MEDICAL EXPENSES INSURANCE**

If the insured person has the Medical Expenses Insurance (also referred to in this section as "Insurance") stipulated within the insurance contract, the Insurance shall be governed by the provisions of this section in addition to the common provisions in the Section A.

#### **Article 1 Purpose and Subject Matter of Insurance**

1. In case of an insured event, the insurer shall provide the entitled person with an insurance benefit to the extent of damage to the subject matter of insurance up to the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of insurance is the health of the insured person.
4. The insurance is concluded as the damage insurance.

#### **Article 2 Territorial and Temporal Validity of the Insurance**

By way of derogation from paragraph 4 of Article 3, Section A and irrespective of the agreed territorial validity, the insurance does not cover medical services rendered or events occurring in the territory of the Czech Republic and the state where



the insured person participates in the public health insurance system.

### **Article 3 Insured Event**

An insured event is, with the exception of agreed exclusions, a change in the state of health of the insured person (including a sudden change in a long-established chronic disease) due to a serious illness or accident that occurred during the period of insurance and at the place of insurance and that requires the subsequent provision of emergency medical care at the place of insurance.

### **Article 4 Scope of the Insurance Benefit**

1. The necessary and reasonable costs that demonstrably incurred for medical services provided to the insured person at the place of insurance are also considered a loss if they are provided within the extent:
  - a) of the emergency medical care for the insured person that is comprised of:
    - the necessary medical examination that is essential for determining the diagnosis and the treatment procedure,
    - the necessary standard medical treatment, the necessary hospitalization of the ill person in a multi-bed hospital ward with standard equipment,
    - the necessary operation including necessary expenses,
    - necessary medication and medical aids and preparations prescribed by the doctor in a quantity that is required until the insured person returns to the Czech Republic,
    - the necessary transport, from the medical viewpoint, from the place of the insured event to the nearest first aid facility or hospital,
  - b) of the repatriation of a sick insured person if this repatriation is considered necessary from the medical viewpoint and it is also duly carried out, after assessment and approval by the reviewing physician of the insured person and with the consent of the attending physician, by a medical transport organisation approved by the insurer or by the assistance service provider of the insurer, to a medical facility in the Czech Republic that is designated in the same manner or to the place of residence of the insured person in the Czech Republic,
  - c) after prior approval and in well-founded cases the insurer may cover the costs of another person if it is necessary that the insured person is accompanied during the repatriation,
  - d) of the transport of mortal remains of the insured person remains to the place of his/her residence in the Czech Republic by a specialized organization approved by the insurer or by the assistance service provider of the insurer. Subject to prior approval, the insurer may, in

- justified cases, reimburse other related costs,
  - e) of the emergency treatment of the teeth of the insured person in order to eliminate sudden pain, except for treatment of periodontal disease, removal of plaque and tartar, making and repairing dentures, crowns, dental bridges, fixed dentures and orthodontic appliances.
2. The costs under the paragraph 1 of this article are to be covered directly by the insurer or through the assistance services provider to the health facility or to another person that demonstrably incurred the costs.
  3. Direct payment for damage  
If the insured person has made a direct payment for a damage that is an insured event, the insurer will subsequently reimburse the reasonable costs after receipt of the original documents, i.e. the insurer will make a financial payment. The originals of these documents shall remain with the insurer and shall not be returned. If the original document has been presented to a person other than the insurer for reimbursement, a copy thereof shall be sufficient if it bears the original and endorsed with the payments made by that person.
  4. If an insured event occurs and the continuous hospitalization of the insured person exceeds the period of insurance, the insurer shall decide on the further course of action as follows:
    - a) if the state of health of the insured person does not allow his/her repatriation, the insured person will be treated in a medical facility designated by the insurer until his/her state of health improves sufficiently enough so that his/her repatriation is possible,
    - b) if the state of health of the insured person makes his/her repatriation possible, the repatriation may be carried out with the approval given by the attending physician.
  5. The upper limit of the insurance benefit is determined:
    - a) by the agreed benefit limit for the expenses in accordance with the letter a) up to e) paragraph 1 of this article (health care including the repatriation and transport), depending on the chosen variant of the benefit limit in the insurance contract for one and for all insured events,
    - b) by the partial limit from the limit stated above under the letter a) of this paragraph is the limit for the expenses according to the letter e) paragraph 1 of this article (the emergency treatment of teeth), depending on the chosen variant of the benefit limit stipulated in the insurance contract for one and for all insured events.

### **Article 5 Duties of the Insured Person**

Besides the duties mentioned in the Section A the insured person is obliged:

1. to seek, if necessary, medical treatment and, unless circumstances prevent it, present the insured person's identity card to the health service provider;
2. if the state of health of the insured person allows to undergo repatriation at the suggestion of the insurer or the assistance service provider of the insurer;
3. if it is required that the insured person carries out an immediate reimbursement of the damage that is an insured event, the insured person is obliged:
  - a) to bear the appropriate and demonstrable costs that incurred to the authorized recipient,
  - b) to accept the original documents that are necessary and keep them safely until they are handed over to the insurer,
  - c) to hand over without undue delay the necessary documents.

### **Article 6**

#### **Exclusions from the Insurance**

Besides the exclusions mentioned in the Section A, the following events are not considered insured events under the insurance contract:

1. a childbirth (including a premature one and puerperium), abortion, artificial fertilization, infertility treatment and tests (including a laboratory and ultrasound) to ascertain and monitor the pregnancy, examination in connection with contraception including the payment for contraception,
2. travelling abroad for the purposes of utilizing health care services,
3. regular medical check-ups, vaccinations, medical examinations and treatments that are not in relation to a serious illness or an accident,
4. a precautionary quarantine (isolation), either imposed by a doctor or by a local authority due to suspicion of a potential infectious disease or a risk contact,
5. rehabilitation, physical therapy, chiropractic treatments, training therapies, self-reliance training,
6. organ transplants, haemophilia treatment, interferon treatment, insulin therapy in addition to the provision of the first aid, chronic haemodialysis,
7. reimbursement for spectacles, contact lenses, hearing aids and for the manufacture and repair of orthopaedic prostheses,
8. psychological disorders that have no connection with any other serious illness or accident,
9. procedures and diagnostic methods that are not medically recognised or not carried out by a qualified healthcare professional, including hospitalisation provided in such facilities,
10. cosmetic procedures and treatment,
11. spa and convalescent treatments and stays, treatment in specialised medical institutions (including long-term care facilities, sanatoriums and hospice care) and in facilities for subsequent inpatient nursing care,
12. acupuncture and homoeopathy,

13. complications that may arise from the treatment of diseases, conditions or accidents not covered by the insurance,
14. a disease for which it is compulsory to be vaccinated in the given country,
15. examination and treatment of sexual, sexually transmitted diseases and AIDS since the diagnosis has been established,
16. reimbursement of cost of medicines and medical products and devices not prescribed by a doctor, i.e. freely available to be purchased without a prescription or the medicine the administering of which commenced already before the start of the insurance,
17. treatment of such diseases and medical conditions where the use of health care services is appropriate, reasonable and necessary, but where the medical treatment can be postponed and can only be provided after return to the Czech Republic,
18. events where the insured person refuses to undergo repatriation, treatment or necessary medical examinations by a doctor appointed by the insurer or the assistance service provider of the insurer,
19. transports, search, search and rescue operations, unless an insured event occurs that may have an impact on the health of the insured,
20. events occurring in the territory of the country where the insured person is or should be insured under local health insurance regulations.

### **SECTION C ACCIDENT INSURANCE**

If the insured person has stipulated the Accident Insurance in the insurance contract (hereinafter in this section only referred to as "insurance"), then the insurance is governed, apart from the common provisions in the Section A, also by the provisions of this section.

#### **Article 1**

##### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event the insurer provides the entitled person with the one-time insurance benefit in the agreed amount.
2. The entitled person is the insured person. In the event of an accident resulting in death insurance claim, the insured person's spouse and, in the absence of the spouse, the insured person's children acquire the right to the insurance benefit. In their absence, the parents of the insured person and, in their absence, the heirs of the insured person shall acquire this right.
3. Subject matter of the insurance is health and life of the insured person.
4. The insurance is concluded as an agreed sum insurance.

#### **Article 2**

##### **Territorial and Temporal Validity of the Insurance**

By way of derogation from Article 10, Section A, the insurance lasts within the agreed period of

insurance, at the earliest from the start of the journey and at the latest until the return from the journey.

#### **Article 3 Insured Event**

The insured event is, except for the agreed exclusions, the permanent consequences of an accident or an accident resulting in the death of the insured person, which occurred during the period of insurance and at the place of insurance.

#### **Article 4**

##### **Scope of the Insurance Benefit**

1. The Insurer shall realise the insurance benefit by means of a financial performance rendered to the entitled person.
2. If there are more than one person entitled to the insurance benefit, their shares shall be deemed to be equal.
3. The insurer determines the insurance benefit in accordance with the following principles, the amount of the agreed insured sum and the table for the assessment of the permanent consequences of the accident, the designation of which is given in at the head of the insurance contract (hereinafter referred to as the "valuation table").

##### **4. Insurance benefit for the permanent consequences of an accident:**

- a) if the accident leaves the insured with permanent consequences, the insurer shall pay, in accordance with the valuation table, the percentage of the agreed insured sum which corresponds to the extent of the permanent consequences of the accident for the individual physical impairments once they have settled. If the extent of the permanent consequences of the accident cannot be determined precisely, the extent to which the function of the injured or impaired organ is medically affected shall be decisive,
- b) in the first year after the accident, the insurer will provide the insurance benefit only if the final extent of the permanent consequences of the accident can be clearly and definitely determined from a medical point of view,
- c) if, after the first year following the accident, it is not possible to determine unequivocally the percentage of the permanent consequences of the accident, but if it can be established that a claim has arisen and a minimum amount can be determined, the insurer shall make a reasonable advance payment to the person entitled on the basis of his/her written request. In such cases, both the insured person and the insurer shall be entitled to have the extent of the permanent consequences of the accident examined annually, for a period of 3 years after the accident, by a physician,
- d) if the extent of the permanent consequences of the accident cannot be established even 3 years after the

- e) accident, the insurer shall determine the extent of the permanent consequences of the accident at the end of that period, if the insured person dies as a result of an accident within one year of the accident, there is no entitlement to an insurance benefit for the permanent consequences of the accident,
  - f) if the insured person dies within one year of the accident from another cause unrelated to the accident, the insurer shall pay the insurance benefit according to the extent of the permanent consequences of the accident that can be determined on the basis of the most recently issued medical findings,
  - g) if one insured event results in several permanent consequences, the insurer shall pay the sum of the percentages for the individual consequences, but not more than up to the agreed upper limit of insurance benefit for one insured event,
  - h) if the individual consequences of one or more injuries to the same limb, organ or parts thereof are related, the insurer shall value them as a whole, up to a maximum of the percentage specified in the valuation table for the anatomical or functional loss of the relevant limb, organ or parts thereof,
  - i) if the part of the body or organ affected by the permanent consequences of the accident was already damaged before the accident, the insurer shall reduce the insurance benefit for the permanent consequences of the accident by the percentage corresponding to the preceding damage,
  - j) the agreed insured sum depends on the chosen variant of the limit of the insurance benefit that is specified in the insurance contract, this chosen variant limits the insurance benefit for every single insured event accordingly.
- 5. The insurance benefit for the accident resulting in death:**
- a) if the insured person dies of the accident within 3 years from the date of the accident, the insurer pays the agreed insured sum in one lump sum,
  - b) the insurance benefit is increased to twice the agreed insured sum if the death is caused by the circumstances brought about by an aircraft accident,
  - c) the insurance benefit for a fatal accident is reduced by the amount of the insurance benefit already paid to the insured person for the permanent consequences of the accident. If the insurer has already paid a higher insurance benefit for the permanent consequences of that accident than the agreed insured sum for the fatal accident, the insurer shall not be entitled to claim back the reimbursement of the difference between the two insurance benefits,

- d) the agreed insured sum depends on the chosen variant of the limit of insurance benefit specified in the insurance contract, limiting the insurance benefit for every single insured event.

#### **Article 5**

##### **Duties of the Insured Person**

Besides the duties mentioned in the Section A the insured person is obliged:

1. to prove to the insurer that the insured event occurred;
2. to seek medical treatment without undue delay after the accident occurred and undergo treatment according to the instructions of the doctor;
3. when claiming the insurance benefits in the case of permanent consequences, to submit the following documents together with the notification of the insured event:
  - a) the medical documentation describing the course of treatment and rehabilitation, including a medical report issued by the attending physician after the permanent consequences of the injury have settled,
  - b) hospital discharge report, in case of hospitalization of the insured person in connection with an accident resulting in an injury,
  - c) the police report if an injury has occurred in connection with a traffic accident or a criminal offence.

#### **Article 6**

##### **Exclusions from the Insurance**

Besides the exclusions from the insurance listed in the Section A, the following diseases are not considered an insured event (e.g. a heart attack, a stroke, diabetes), however, with the exception of diseases arising solely as a result of an accident or an injury.

### **SECTION D PERSONAL BELONGINGS AND DELAY INSURANCE**

If the insured person has stipulated the Personal Property Insurance (hereinafter in this Section referred to as "Insurance") in the insurance contract, the Insurance shall be governed by the provisions of this Section in addition to the common provisions in Section A.

#### **Part I. Personal Belongings**

##### **Article 1**

##### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event the insurer provides the entitled person with the insurance benefit in the extent of the damage incurred on the subject matter of the insurance, and this up to the amount of the agreed sum.
2. The entitled person is the insured person.
3. The subject matter of the insurance (the insured belongings) are movable assets of the personal use of the insured person that are usual for the purpose of the trip (e.g.

clothes, skis, a bicycle or even an e-bike) and intended for the personal use of the insured person, taken on the journey or demonstrably acquired during the journey, including the luggage in which they are stored.

The subject matter of the insurance also includes small material items entrusted to the insured person by the employer that the insured person has taken with him/her on the business trip and uses for the performance of his business, such as a personal computer, samples of goods, books, a mobile phone, etc.

4. The insurance is concluded as a damage insurance.

#### **Article 2**

##### **Territorial and Temporal Validity of the Insurance**

By way of derogation from Article 10, Section A, the insurance lasts within the agreed period of insurance, at the earliest from the start of the journey and at the latest until the return from the journey.

#### **Article 3**

##### **Insured Event**

An insured event is, with the exception of agreed exclusions, a damage to the subject matter of the insurance occurring in the course of the duration of the insurance and at the place of insurance:

1. a damage or destruction of the insured asset due to:
  - a) a natural event (disaster),
  - b) a plane crash,
  - c) weight of snow or frost,
  - d) water running out of water supply system (leaking),
  - e) vandalism;
2. due to a theft of an insured item by means of burglary or robbery;
3. due to the theft of a bicycle, skis or a snowboard from a lockable bike rack or ski and snowboard rack on a motor vehicle if it has been secured by an integral lock,
4. due to the damage or destruction of the insured item by means of a traffic accident;
5. due to a loss of the insured item in case the insured person was deprived of the possibility to take care of the given property,
6. by a theft without overcoming any obstacles in a pram or a wheelchair on which the insured person is dependent,
7. by a theft without overcoming any obstacles while stealing personal belongings and sports equipment that the insured person left in a designated place for the duration of the visit (e.g. a visit to a medical, catering, shopping or sports facility).

#### **Article 4**

##### **Scope of the Insurance Benefit**

1. The Insurer shall realise the insurance benefit by means of a financial performance rendered to the entitled person.
2. When an insured event occurs that results in a damage to the insured item, the insurer shall pay an amount corresponding to the reasonable repair cost of the damaged item,

up to a maximum of the time value of the item.

3. In case of an insured event resulting in the destruction of the insured item, the insurer shall pay an amount corresponding to the time value of the item.
4. In case of an insured event resulting in a theft or a loss of the insured item, the insurer shall pay an amount corresponding to the time value of the item.
5. The agreed limit of the insurance benefit depends on the chosen variant of the limit of insurance benefit specified in the insurance contract, this limit applies to the insurance benefit for one and for all insured events.

#### **Article 5**

##### **Duties of the Insured Person**

Besides the duties mentioned in the Section A the insured person is obliged:

1. in the event of a theft or of vandalism to the insured items, to report this fact to the locally competent police authority and provide the insurer with a police report as part of the notification of the insured event. The police report must contain the identification of the insured person, the date, the cause and the circumstances of the occurrence and the extent of the insured event (a list of stolen, destroyed or damaged items). In addition then, the date of the record, the signature, stamp and contact details of the recording person;
2. to make sure that a report is written on the investigation of the traffic accident and forward it to the insurer as part of the notification of the insured event in the event of loss, damage or destruction of the insured items due to a traffic accident;
3. to secure a doctor's certificate of the medical condition of the insured person and forward it to the insurer as part of the notification of the insured event in the event of loss of the insured items while the insured person was/is unconscious;
4. to provide a certified note from the operator of the place intended for short-term storage of the item, if it is not part of the police report, in the event of a theft carried out without overcoming obstacles, according to paragraph 7, Article 3 of this section;
5. to notify without undue delay the insurer of the following:
  - a) to inform the insurer if in connection with the insured event the criminal proceedings have been initiated and to keep the insurer informed of the results of these proceedings,
  - b) that an item was found that had been stolen or lost in connection with an insured event and, if he or she has already received an insurance benefit for that item, reimburse the insurer for the benefit reduced by the reasonable and demonstrable cost of repairing that item if it was damaged between the time the insured event occurred and the time it was found.
6. to keep the damaged or destroyed items in their original condition and allow the insurer

to inspect them until the completion of the investigation necessary to determine the extent of the insurer's obligation to provide the insurance benefit.

## Article 6

### Exclusions from the Insurance

Besides the exclusions listed in the Section A, the following incidents are not considered an insured event:

1. a theft of cameras, musical instruments, audio-visual equipment, mobile phones, computers and other similar electronic devices including their accessories from a motor vehicle, caravan or luggage compartment;
2. a theft of items from the equipment and facilities that have no rigid walls (e.g. tarpaulin);
3. events caused as a result of a defect which the insured item already had at the time the insurance was taken out and which was or could have been known to the policyholder or to the insured person, irrespective of whether it was known to the insurer;
4. indirect damage of all kinds (e.g. loss of earnings, lost profits, fines, shortcomings /deficiencies at the cash register/, inability to use the insured item, copyrights, an extraordinary price or a price or a value of affection) and any incidental expenses (e.g. express surcharges of any kind, legal costs);
5. the damage of the following items:
  - a) motor vehicles (except for electric bicycles), trailers and semi-trailers including their components and spare parts,
  - b) the items of belongings and luggage entrusted to the carrier,
  - c) the items of belongings handed over for the purpose of providing a service,
  - d) money, saving books (for money deposits at a bank), credit cards, certificates of deposit, telephone cards, securities and other similar documents, passports, driving licences, tickets, airline tickets and other documents, licences and authorisations of all kinds,
  - e) weapons, items made of precious metals, collections and things of collector's value, antiques, pieces of valuable brands of china, objects of art, things of special cultural and historical value and other valuables,
  - f) foodstuff, alcoholic beverages and tobacco products,
  - g) separate data carriers (e.g. CD, USB flash disks),
  - h) recordings on data carriers,
  - i) sport equipment intended for carrying out other sport activities than those for which the insurance was concluded.

## Part II. Delays

### Article 1

#### Purpose and Subject Matter of the Insurance

1. In case of occurrence of an insured event, the insurer provides the entitled person with the insurance benefit in extent of the damage incurred due to the delay of the subject matter of the insurance up to the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance is:
  - a) the luggage duly registered for carriage by the air carrier and containing the insured person's movable items of the personal use customary for the purpose of the journey and intended for his/her personal use, which he/she has taken on the journey (hereinafter in this section also referred to as "luggage").
  - b) the delay of the departure or missing the departure, the departure of a plane or the departure of a ship (hereinafter in this section referred to as "departure") of the means of transport by which the insured person was about to travel according to the itinerary for which he or she had previously purchased a ticket (hereinafter in this section also referred to as "means of transport").
4. The insurance is concluded as a damage insurance.
  - I) the delay of luggage after the return from the journey is not considered an insured event.
  - b) Demonstrable and reasonable expenses for food, storage of luggage and accommodation of the insured person caused by a delay of the means of transport for the duration of at least 6 hours, caused by the carrier or by the elements of nature, which occurred during the insurance period and at the place of insurance under the following conditions:
    - I) the delay is calculated from the scheduled departure of the means of transport to the time of its actual departure,
    - II) the delay of a non-scheduled airline (charter flight) is not an insured event,
    - III) the delay of the means of transport that was known already before the scheduled departure date is not an insured event.
  - c) the demonstrable incurrence of reasonable costs for alternative transport for the insured person so that the delay does not occur, or the demonstrable incurrence of reasonable costs for alternative transport in the event of delay in the departure of the means of transport by the insured person arising during the insurance period of and at the place of insurance by reason of:
    - I) a traffic accident on the route of his/her journey to the place of departure,
    - II) a breakdown of a public means of transport on its route to its intended place of departure,
    - III) the cancellation of public transport due to an unannounced strike or natural disaster.

## Article 2

### Territorial and Temporal Validity of the Insurance

By way of derogation from the Article 10, Section A of the Conditions of Insurance, the insurance shall continue within the agreed period of insurance at the earliest from the time of the planned departure and at the latest until the actual return from the journey. In the case of the subject matter insured under paragraph 3a, Article 1 of this section, the insurance shall last within the agreed period of insurance, at the earliest from the time the luggage is handed over to the air carrier for carriage and at the latest until the luggage is taken over upon arrival at the destination.

## Article 3

### Insured Event

The insured event is, with the exception of the agreed exclusions, the following situation:

- a) Demonstrable and reasonable expenses incurred for the purchase of items necessary to provide the basic necessities of life of the insured person due to a delay of at least 6 hours of the luggage for which the air carrier is responsible, or caused by natural elements, which occurred during the period and at the place of insurance under the following conditions:
  - I) the delay is calculated from the insured person's arrival and check-in until the insured person collects his/her luggage at the destination,
  - II) the insurer does not provide insurance benefits for the costs of accommodation, provision of food, transport and personal activities,
- b) the delay of luggage after the return from the journey is not considered an insured event.
- b) Demonstrable and reasonable expenses for food, storage of luggage and accommodation of the insured person caused by a delay of the means of transport for the duration of at least 6 hours, caused by the carrier or by the elements of nature, which occurred during the insurance period and at the place of insurance under the following conditions:
  - I) the delay is calculated from the scheduled departure of the means of transport to the time of its actual departure,
  - II) the delay of a non-scheduled airline (charter flight) is not an insured event,
  - III) the delay of the means of transport that was known already before the scheduled departure date is not an insured event.
- c) the demonstrable incurrence of reasonable costs for alternative transport for the insured person so that the delay does not occur, or the demonstrable incurrence of reasonable costs for alternative transport in the event of delay in the departure of the means of transport by the insured person arising during the insurance period of and at the place of insurance by reason of:
  - I) a traffic accident on the route of his/her journey to the place of departure,
  - II) a breakdown of a public means of transport on its route to its intended place of departure,
  - III) the cancellation of public transport due to an unannounced strike or natural disaster.

## Article 4

### Scope of the Insurance Benefit

1. In the event of an insured event pursuant to paragraph 3a, Article 3 of this section, the insurer shall reimburse the entitled person for the necessary and reasonable costs demonstrably incurred by the insured person for the purchase or replacement of items necessary for the provision of the basic necessities of life that had to be acquired to replace the items in the delayed luggage.
2. In the event of an insured event in compliance with the paragraph 3b, Article 3 of this section, the insurer shall reimburse the entitled person for the necessary and reasonable costs demonstrably incurred for the insured person's food, luggage storage and accommodation.
3. In case of an insured event according to the paragraph 3c, Article 3 of this section, the insurer shall reimburse the entitled person for the absolutely necessary and reasonable costs demonstrably incurred for the alternative transport of the insured person to the place from where he/she could continue the journey in accordance with the original plan.
4. The agreed limit of the insurance benefit depends on the chosen variant of the limit of the insurance benefit specified in the

insurance contract, and it limits the insurance benefit for one and all insured events of the given insured person.

## Article 5

### Duties of the Insured Person

Besides the duties mentioned in the Section A of the insurance conditions, the insured person is obliged:

1. in case of an insured event according to paragraph 3a, Article 3 of this section, together with the written notification of the insured event, the insured person is obliged to provide the insurer with the original proof of handover of the luggage to the air carrier, as well as written confirmation from the carrier of the delayed delivery of the luggage of the insured person, the information on when the delay occurred (date and time), the duration of the delay, and the original documents confirming the purchase of items necessary for the provision of basic necessities of life, including the description of the items, the price and date of purchase of those items,
2. in case of an insured event pursuant to the paragraph 3b, Article 3 of this section, together with the written notification of the insured event, the insured person has to provide the insurer with the original written confirmation from the carrier of the delay in the departure of the insured person, the date and time of the delay of the given means of transport, the duration of the delay, as well as the ticket and the original accounting documents confirming the costs of the insured person's food, luggage storage and accommodation, including their description, their price and date,
3. in case of an insured event in accordance to the paragraph 3c, Article 3 of this section, together with the written notification of the insured event, the insured person is obliged to provide the insurer with 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 from the carrier), as well as the ticket for the missed means of transport and the original documents confirming the cost of the replacement transport, including its price and date.

Furthermore, within 3 working days of the occurrence of the insured event, the insured person has to inform the insurer's assistance service by telephone or e-mail, stating the date and place of the event, including the identification of the carrier.

## SECTION E LIABILITY INSURANCE

If the insured person has agreed the liability insurance in the insurance contract (hereinafter in this section only referred to as "insurance"), the insurance shall be governed by the provisions of this section in addition to the common provisions in the Section A.

### Article 1

### Purpose and the Subject Matter of the Insurance

1. In case of an insured event the insured person is entitled to have the insurer compensate the injured party for damage, or other damage or loss, to the extent and up to the amount determined by the insurance contract, if an obligation to compensate arises to the insured person.
2. The entitled person is the insured person.
3. The subject matter of the insurance is the liability of the insured person.
4. The insurance is concluded as the damage insurance.

### Article 2

#### Territorial and Temporal Validity of the Insurance

By way of derogation from the Article 10, Section A, the insurance lasts within the agreed period of insurance, at the earliest from the start of the journey and at the latest until the return from the journey.

### Article 3

#### Insured Event

1. An insured event is, with the exception of agreed exclusions from insurance, the emergence of the obligation of the insured person to compensate for damage or non-pecuniary damage, the cause of which occurred in the course of the duration and at the place of insurance, which the insured person caused by activities habitually performed in everyday life and for which he/she is liable according to the legislation of the state where the damage or non-pecuniary damage has occurred.
2. An insured event is not a damage, loss or injury incurred in connection with the performance of the gainful employment, in which the insured person is engaged or during the performance of work tasks in employment relationships or in connection with them.
3. If a court or other authorized body decides on compensation for damage or non-pecuniary damage, the insurer will only start the investigation of the damage event on the day when the final decision of this body was delivered to him.

### Article 4

#### Scope of the Insurance Benefit

1. The insurer shall pay the insurance benefit to the injured party up to the limit agreed in the insurance contract. The limit of the insurance benefit shall be chosen by the policyholder on his/her own responsibility.
2. The injured party has no right to claim against the insurer.
3. In the event of injury to a person's life or health, the insurer shall provide compensation of:
  - a) non-pecuniary damage caused by the interference with the victim's right to protection of his or her health (e.g. pain and suffering, impairment of social life),
  - b) consequential financial loss incurred as a direct result of an injury to health or

life (e.g. loss of earnings, loss of profit, medical costs, funeral costs).

4. In the event of damage to a tangible asset (hereinafter referred to as "the asset"), the insurer shall compensate for:
  - a) the damage caused to the assets as a consequence of its damage, destruction or loss,
  - b) the subsequent financial damage or loss incurred by the owner of the item or by the person lawfully using the item under the contract as a direct consequence of the damage caused to the item (e.g. loss of profit, costs of disposal of the destroyed item).
5. In the event of a damage to a live animal (hereinafter referred to as "the animal") the insurer shall render compensation for:
  - a) the damage caused by the death of an animal, its loss or injury,
  - b) subsequent financial loss incurred by the owner of the animal or the person entitled to use the animal under the contract as a direct result of the injury to the live animal; the costs reasonably incurred in caring for the health of the injured animal shall be reimbursed to the person who demonstrably incurred them.
6. The insurance also covers the duty of the insured person to render:
  - a) a compensation for costs for the covered healthcare services that were incurred by the health insurance company,
  - b) the recourse compensation which the insured person is obliged to pay to the company providing health insurance in connection with entitlement to health insurance benefits,if such duty incurred to the insured person due to the damage to health or life of a person.
7. The insurer will pay the legal costs necessary to defend the insured against a claim which both the insured and the insurer consider to be unjustified.
8. If the insured person has compensated the injured person for damage or, where applicable, for a non-pecuniary damage for which the insured person is liable within the scope of this article and the insurer has not yet made a financial payment to the injured person, the insured person shall be entitled against the insurer to reimbursement of the amount so paid, up to the amount to which the insurer would otherwise have been obliged to pay the injured person on behalf of the insured person.
9. If the insured person causes damage or a non-pecuniary loss by his/her conduct which was influenced by the consumption of alcohol or the abuse of narcotic or psychotropic substances, the insurer shall be entitled to compensation against him/her for what he has paid on the behalf of the insured person.
10. The agreed limit of insurance benefit depends on the chosen variant of the limit of insurance benefit specified in the insurance

contract, it limits the insurance benefits for one and all insured events.

11. In addition, the insurance benefit for one thing is limited by its time value.
12. Damage or injury to health or property shall also be considered damage or non-pecuniary injury caused by cycling, skiing, riding in a wheelchair and by a small animal that the insured person has with him/her during the journey in accordance with the legal regulations (e.g. a dog, a cat).

#### **Article 5**

##### **Duties of the Insured Person**

Besides the duties mentioned in the Section A, the insured person is obliged:

1. without undue delay to notify the insurer of the occurrence of the insured event, the fact that the injured party has exercised the right to compensation against him/her, and express his or her obligation to compensate for the loss or other damage suffered, the compensation claimed and the amount thereof;
2. to notify the insurer without undue delay also that proceedings have been initiated against him in connection with the insured event before a public authority or arbitration proceedings; at the same time, the insured person has to inform the insurer who his/her legal representative is and to inform the insurer of the progress and outcome of the proceedings. In the compensation proceedings, the insured shall proceed in compliance with the instructions of the insurer; the costs of the proceedings shall be borne by the insurer;
3. to hand over the police report to the insurer if the incident has been investigated by the police;
4. to provide the insurer with the names and addresses of all the injured parties, or witnesses and with their written testimonies or declarations, documents proving the amount of the damage or of the non-pecuniary damage incurred;
5. in the event of damage to the health of another person to submit a medical report with a detailed diagnosis of the injuries of that person or the cause of that person's death;
6. not to pay or undertake to pay a time-barred claim or any part thereof without the consent of the insurer;
7. not to accept and recognize a liability claim in whole or in part without the consent of the insurer;
8. in the proceedings for damages or for compensation of the non-pecuniary damage that is held against the insured person:
  - a) to inform the insurer of the progress of and results of the proceedings and to hand over to the insurer all documents relating to those proceedings as soon as the insured person has received them,
  - b) not to enter into court settlements or settlement agreements without the consent of the insurer,
  - c) to lodge an appeal against decisions of the courts or other competent

- d) authorities, unless otherwise instructed by the insurer within the appeal period, in timely manner to object to the claim due to the time limitation,
- e) to proceed in such a way that does not introduce a cause for the entry of a default judgment or that prevents the situation that a declaratory judgment is given.

#### **Article 6**

##### **Exclusions from the Insurance**

Apart from the exclusions stipulated in the Section A the insurance does not apply to the obligation of the insured person to compensate the damage or a non-material harm:

1. taken over in excess of that provided for by legal regulations or by contract;
2. that was additionally recognised by contract which would not otherwise have arisen in the absence of such a contract;
3. caused by damage to items borrowed or entrusted to the insured person for use or otherwise used or kept by the insured person. This exclusion does not apply to items that are part of the premises used by the insured person for accommodation;
4. arising in connection with an accident at work or with an occupational disease;
5. arising in connection with an activity for which the Czech or local legislation imposes an obligation to take out insurance;
6. inflicted on the environment including environmental damage (e.g. pollution of water, soil, air, forest, gardens);
7. caused to data and to other records;
8. caused by information or advice;
9. arising from product liability;
10. caused by the exercise of hunting rights;
11. caused during the practice of sports for which the insured has not taken out supplementary insurance for the relevant risk activities;
12. caused on the items that the insured person had taken over for the purpose to provide a service of any kind (e.g. storage, transport or processing);
13. within the extent of their liability to their employer, their associates, persons close to them or persons close to their associates;
14. within the extent of damage consisting in the compensation of the claims:
  - a) for mental suffering,
  - b) for personal misfortune,
  - c) for price or a value of affection,
  - d) in connection with the exercise of the right to protection of the human personality;
15. arising from infringement of intellectual property rights (e.g. right of patent, copyright, trademark, design or trade name rights);
16. caused in connection with the operation of a motor vehicle (except for electric bicycles), a motor vessel, an aircraft or other flying device (e.g. a parachute, a hang-glider, a sport kite);
17. caused on a borrowed or entrusted motor vehicle, a motor vessel, an aircraft or other flying device (e.g. a parachute, a hang-glider, a sport kite);

18. caused in connection with the ownership, possession, lease or real estate management;
19. caused by the introduction or spreading of a contagious human, animal or plant disease, including the transmission of HIV;
20. caused by:
  - a) an animal exported or acquired for business purpose or bred and kept for commercial purposes,
  - b) a wild and exotic animal,
  - c) a service animal in the course of the service exercise;
21. in the event of any damages or injury compensation awarded by a court of the United States of America or Canada.

#### **SECTION F**

##### **CANCELLATION FEE INSURANCE**

If the insured person has stipulated the Cancellation Fee Insurance (further referred to in this section as "Insurance") within the insurance contract, the Insurance shall be governed by the provisions of this section in addition to the common provisions in the Section A.

#### **Article 1**

##### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event the insurer provides the entitled person with the insurance benefit in the extent of the damage incurred on the subject matter of the insurance, and this up to the amount of the agreed sum
2. The entitled person is the insured person.
3. The subject matter of the insurance is the cancellation of the participation on a tour or on another service (hereinafter referred to as "the tour").
4. The insurance is concluded as a damage insurance.

#### **Article 2**

##### **Territorial and Temporal Validity of the Insurance**

By way of derogation from Article 10, Section A, the insurance lasts from the moment of taking out the insurance until the moment of commencement of the journey, but no longer than the agreed start of the insurance period.

If insurance has been concluded, it takes effect as of the conclusion of the insurance contract regardless of the agreed insurance period.

#### **Article 3**

##### **Insured Event**

An insured event is, except for the agreed exclusions, the occurrence of the obligation of the insured person to pay the cancellation fee imposed by the service provider if during the period of insurance the participation in the tour with the service provider is demonstrably cancelled due to:

1. a serious illness, an accident or death of the insured person or his/her relative or persons insured under the same insurance contract,
2. a loss of employment that is not caused by the insured person and has been effected due to organisational changes,

3. an injury of the insured person caused by a natural event or a criminal act of a third party, if these causes occurred after the conclusion of the insurance contract, the amount of damage is at least CZK 100,000 and the insured person proves that he/she cannot take up the travel service for this reason,
4. applying for a divorce or dissolution of a registered partnership if they are on the same tour contract,
5. designation of the destination by official authorities as a health or life-threatening area during the period of insurance due to imminent terrorist attacks or a natural disaster, i.e. fire, flood, windstorm, earthquake or volcanic eruption.

The date of the occurrence of the insured event is the date on which the cancellation of one's participation in the tour is delivered to the service provider.

#### **Article 4**

##### **Scope of the Insurance Benefit**

1. The insurer shall pay the insurance benefit to the entitled person up to the limit agreed in the insurance contract.
2. The insurer will provide insurance benefits up to the amount of the cancellation fee, but not more than the price of the tour specified in the insurance contract, less the agreed deductible of 10 %. The amount of the cancellation fee and the tour price shall always be understood as costs directly related to the insured person.
3. The insurer will provide the insurance benefit if the cause for cancellation of the tour occurred at a time when the use of services could not be cancelled without a cancellation fee.
4. In the event of a breach of the obligations under Article 5 of this Section, the insurer shall be entitled to reduce the insurance benefit proportionately.
5. The insurer will provide the insurance benefit only for one insured event for the whole insurance period.

#### **Article 5**

##### **Duties of the Insured Person**

If it becomes apparent that the participation of the insured person in the tour must be cancelled, the insured person shall, in addition to the obligations set out in Section A:

1. cancel his/her participation in the booked tour with the service provider without undue delay, at the latest on the next working day after it has become apparent that he/she cannot take part in the tour,
2. immediately notify the insurer and subsequently provide the insurer with the reason for cancelling his/her participation in the tour, e.g. a medical report, a copy of the certificate of incapacity for work or the medical release report from the hospital, or other confirmation according to the reason for cancelling the participation in the tour, a copy of the tour order, proof of payment for the tour and the amount refunded by the service provider, the cancellation conditions of the

service provider, or any other documents requested by the insurer.

#### **Article 6**

##### **Exclusions from the Insurance**

Apart from the exclusions stipulated in the Section A, the following situations are not deemed an insured event, either:

1. the reasons for the mental illness or mental disorder,
2. consequences of not using services ordered or paid for by the insured person directly by their providers (e.g. optional trips),
3. the cases, in which the insurance has been taken out 15 days or less before the scheduled departure date. In cases when the payment for the service was carried out 15 days or less before the scheduled departure date, the insurance must be taken out no later than on the date of payment for the travel service,
4. the cases in that the insured person, a relative or a person insured by the same insurance contract has been ordered by a doctor or another authority to undergo preventive quarantine (isolation) due to suspicion of a possible infectious disease or risky contact;
5. the cases in which the insured person has not taken the opportunity to appoint a substitute.

#### **SECTION G**

##### **MOUNTAIN RESCUE INTERVENTION INSURANCE**

If the insured person has stipulated the Mountain Rescue Intervention Insurance (further referred to in this section as "Insurance") within the insurance contract, the Insurance shall be governed by the provisions of this section in addition to the common provisions in the Section A.

#### **Article 1**

##### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event, the insurer shall provide the entitled person with an insurance benefit to the extent of damage to the subject matter of the insurance up to the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance is the obligation of the insured person to pay the costs of the intervention of the mountain rescue service at altitudes up to 5,000 m above sea level (hereinafter referred to as "mountain rescue service").
4. The insurance is concluded as damage insurance.

#### **Article 2**

##### **Insured Event**

The insured event is, except for the agreed exclusions, the obligation of the insured person to pay the costs of the mountain rescue service intervention carried out in the course the duration and at the place of the insurance and caused by the fact that the insured person was in distress at the time of the intervention.

#### **Article 3**

##### **Scope of the Insurance Benefit**

1. For the purposes of this insurance, the cost of mountain rescue intervention means the cost of technical intervention to the extent of:
  - a) searching for the insured person in the mountain area,
  - b) rescuing the insured person,
  - c) rescue work connected with ground or air transport from the site of the mountain rescue intervention to the nearest location accessible by normal ground transport or to the nearest medical facility,
  - d) transport of the body remains from the site of the mountain rescue intervention to the place where the further transport of the body remains by a designated transport service is possible.
2. The insurer shall cover the costs referred to in paragraph 1 of this article directly or through the assistance service provider to the mountain rescue or to another person who has demonstrably incurred those costs.
3. If uninsured persons are also affected by the mountain rescue operation, the insurer shall pay an amount corresponding to the ratio of the number of insured and uninsured persons.
4. The agreed limit of the provided insurance benefit depends on the chosen variant of the limit of insurance benefit specified in the insurance contract, it limits the insurance benefit for one and all insured events.

#### **Article 4**

##### **Exclusions from the Insurance**

Apart from the exclusions stipulated in the Section A, the following situations are not considered an insured event, either:

1. the performances that were not carried out within the competence of the mountain rescue service;
2. an intervention outside the territorial authority of the mountain rescue service;
3. the performance of paid services/benefits:
  - a) from the public health insurance,
  - b) from the insurance that is based on the international contracts;
4. the cases in which the insured person failed to follow the warning or information signs or signals of the devices that are installed to provide safety of the people in the mountain area;
5. the cases when the insured person behaved in such a way that his actions endangered his/her health, property or life or those of others;
6. the events ensuing as a result of:
  - a) a deliberate misuse of the services of the mountain rescue by the insured person,
  - b) negligent behaviour of the insured person,
  - c) failure to follow the instructions of the mountain rescue by the insured person.

#### **SECTION H**

##### **INSURANCE IN CASE OF HOSPITALIZATION**



If the insured person has stipulated the Insurance in Case of Hospitalization (hereinafter referred to in this section only as "Insurance") within the insurance contract, the Insurance shall be governed by the provisions of this section in addition to the common provisions in the Section A.

#### **Article 1**

##### **Purpose and Subject Matter of the Insurance**

1. In case of occurrence of the insured event the insurer provides the entitled person with the one-time insurance benefit at the amount agreed.
2. The entitled person is the insured person.
3. The subject matter of the insurance is the health of the insured person.
4. The insurance is concluded as an agreed sum insurance.

#### **Article 2**

##### **Territorial and Temporal Validity of the Insurance**

Deviating from the paragraph 4 of Article 3 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**

An insured event is, except for the agreed exclusions, the hospitalization of the insured person in a healthcare facility at the place of the insurance that started in the course of the duration of the insurance due to insured perils arising in the duration of the insurance contract and at the place of insurance, which are:

- a) injury,
- b) a serious illness,
- c) pregnancy with exception of childbirth.

#### **Article 4**

##### **Scope of the Insurance Benefit**

1. The insurer shall realize the insurance payment by financial payment to the entitled person in an amount corresponding to the product of the sum insured agreed for this insurance and the number of days of hospitalization.
2. The duration of hospitalization is always counted from the first day of hospitalization.
3. The first and the last day of hospitalization are counted as one day.
4. The insurer shall not provide the insurance benefit for a hospitalization that is shorter than 24 hours.
5. The maximum hospitalization period makes 30 days for every single insured event.
6. The investigation of the event cannot be completed either before the hospitalization finishes nor before the maximum hospitalization period expires.
7. The agreed insured sum depends on the chosen variant of the limit of insurance benefit in the insurance contract, and it limits the insurance benefit for any one insured event.

#### **Article 5**

##### **Exclusions from the Insurance**

In addition to the exclusions listed in Section A, a hospitalization connected solely with the need for nursing care or guardianship (custodial care) shall not be considered an insured event.

### **SECTION I** **VETERINARY CARE INSURANCE**

If the insured person has Veterinary Care Insurance (hereinafter also referred to in this Section as "Insurance") within the insurance contract, the insurance shall be governed, in addition to the common provisions in Section A of the General Terms and Conditions, by the provisions of this section, which shall take precedence over the provisions of the General Terms and Conditions.

#### **Article 1**

##### **Definition of Terms**

1. An animal means a domestic dog and a domestic cat. A living animal has a special meaning and value as a living creature endowed with senses. A living animal is not a thing, and the provisions about things shall apply analogously to a living animal only to the extent that this does not conflict with its nature.
2. The veterinary care is a medical treatment of an animal by a veterinarian who is professionally qualified to carry out veterinary therapeutic and preventive activities on the basis of a certificate under a special legal regulation.
3. A disease means, by way of derogation from the paragraph 17 of Article 2, Section A of the General Terms and Conditions of Insurance, for the purposes of this insurance, the occurrence of a disease which threatens the health or life of the animal and requires the provision of veterinary care. The onset of the disease shall be deemed to be the moment which is medically documented as the onset of the disease.

#### **Article 2**

##### **Purpose and Subject Matter of the Insurance**

1. In case of occurrence of an insured event the insurer shall provide the entitled person with the insurance benefit in extent of the damage on the subject matter up to the agreed amount.
2. The entitled person is the insured person whose animal is identified in the insurance contract.
3. The subject matter of insurance is the health of an animal at the age between 3 months and 9 years inclusive, permanently marked with a microchip and unmistakably identifiable by the number of this microchip specified in the insurance contract. The microchip number must match the number shown in the valid "Animal Passport as a Pet".
4. The insurance is concluded as damage insurance.

#### **Article 3**

##### **Territorial and Temporal Validity of the Insurance**

Deviating from the paragraph 4 of the Article 3, in the Section A of the General 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**

An insured event is, with the exception of agreed exclusions, a sudden change in the health status of the insured animal as a result of an accident or serious illness that occurred in the course of duration of the insurance contract and at the place of insurance, and which requires the subsequent provision of necessary and urgent veterinary care. The insurance covers only veterinary care provided at the place of insurance. One insured event relates to one animal only.

#### **Article 5**

##### **Scope of the Insurance Benefit**

1. The insurer covers the costs demonstrably spent on the veterinary care of the insured animal, reduced by the agreed deductible of 20 %, a minimum payment of CZK 500, -.
2. The agreed limit of the insurance benefit depends on the chosen variant of the limit of insurance benefit specified in the insurance contract; it limits the insurance benefit for one and all insured events of one insured animal only.

#### **Article 6**

##### **Duties of the Insured Person**

Apart from the duties mentioned in the Section A of the General Terms and Conditions the insured person is obliged to comply with the relevant provisions of the REGULATION (EC) No. 998/2003 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL, the Act No. 166/1999 Coll. of Laws, on veterinary care and on the amendment of some related laws, as amended, and of the Act No. 246/1992 Coll. of Laws, on the Protection of Animals Against Cruelty and on the amendment of some related laws, as amended.

#### **Article 7**

##### **Other Duties of the Participants in the Insurance**

Besides of the duties stated in the Section A of the General Terms and Conditions the policyholder and the insured person are obliged:

1. to submit originals of documents proving 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 animal, at least by stating its microchip number,
2. the duty mentioned under the letter D) point II) paragraph 5 of the Article 16 in the Section A of the General Terms and Conditions shall not apply to this insurance.

#### **Article 8**

##### **Exclusions from the Insurance**

1. Besides the exclusions mentioned in the Section A of the General Terms and Conditions, the following events are not considered an insured event, either:

- a) events resulting from a breach of the Act on the Protection of Animals Against Cruelty,
  - b) events resulting from a hereditary disease or from a congenital defect,
  - c) events resulting from preventive and cosmetic interventions,
  - d) events related to death and putting an animal to death; this exclusion does not apply to cases arising as a result of an insured event,
2. the following costs incurred shall not be covered from the insurance:
- a) hospitalization and transport of the insured animal with the exception of the necessary hospitalization after a veterinary intervention within maximum two days,
  - b) antiparasitic preparations including preventive ones,
  - c) removal of parasites,
  - d) a treatment and a therapy of teeth and other dentist interventions,
  - e) a treatment connected with gravidity, birth and an accidental abortion,
  - f) food of the insured animal including the diet determined by the veterinarian, and this applies also to the period during the treatment,
  - g) treatment of skin diseases,
  - h) above standard veterinary interventions that are not necessary for treatment of the insured animal that is in a state of health requiring an immediate veterinary treatment,
  - i) vaccination and castration,
  - j) treatment of a chronic illness and veterinary treatment that is in connection with treatment of a disease or injuries that occurred during 12 months preceding the commencement of the period of insurance.

## **SECTION J SPORTS INSURANCE**

If the insured person has stipulated the Sports Insurance (hereinafter referred to in this section only as "the insurance") within the insurance contract, the insurance shall be governed, besides the provisions in the sections A and D, by the provisions of this section that take precedence over the common provisions.

### **Article 1**

#### **Purpose, Subject Matter of the Insurance and the Definition of Terms**

1. In case of occurrence of an insured event the insurer shall provide the entitled person with the insurance benefit in extent of the damage incurred on the subject matter of the insurance up to the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance are items of movable property of the insured person that are intended for his/her personal use as sporting equipment that the insured person took for a trip or demonstrably acquired in the course of the trip, e.g. a bicycle, ski, diving or golf equipment (hereinafter in this section

only referred to as "sports equipment"), a paid-up non-refundable payment for a game or a tournament at the place of insurance and a deposit paid to a rental service for the sports equipment.

4. The insurance is concluded as a damage insurance.
5. For the purposes of this insurance, a storage room means a space in an accommodation facility intended for the storage of sports equipment or a space where it is possible for the public to store sports equipment for a limited time for a fee.
6. A rental service means the business of a legal or natural person that is authorized to operate it.

### **Article 2**

#### **Territorial and Temporal Validity of the Insurance**

By way of derogation from the Article 10, Section A of the General Terms and Conditions, the insurance within the agreed insurance period lasts from the beginning of the trip at the earliest and until the moment of return from the trip at the latest.

### **Article 3**

#### **Insured Event**

In case of an insured event, the insurer will provide the entitled person with insurance benefit to the extent of the damage caused to the subject matter of the insurance at the place and in the course of the duration of the insurance for the following reason:

1. the occurrence of the insured event on the sports equipment under the conditions determined in the Section D; by way of derogation from the Section D also the following events are considered insured events:
  - a) damage to the sports equipment sustained in the storage room,
  - b) damage to the sports equipment caused by the carrier (transport company);
2. a delay of sports equipment during its transport by at least 6 hours, provided that these conditions are met at the same time:
  - a) the delay is calculated from the moment of the planned handover of the sports equipment by the insured person to the moment of the possible takeover of the sports equipment at the destination,
  - b) the delay of the sports equipment caused otherwise than while being transported is not deemed an insured event,
  - c) the delay of the sports equipment after the return from the trip is not deemed an insured event;
3. the forfeiture of the fee or entry fee for an organized pre-paid sports game or a tournament due to non-participation in such an event for a reason:
  - a) of a serious disease, injury or death of the insured person,
  - b) a delay caused by the carrier that is longer than 3 hours or the cancellation of the transport connection to the place

where the sports game or the tournament takes place;

4. forfeiture of the deposit paid at the rental service for the rental of sports equipment due to damage, destruction or loss of the item as a result of:
  - a) an accident/injury that required a medical treatment of the insured person,
  - b) theft or vandalism,
  - c) a natural disaster.

### **Article 4**

#### **Scope of the Insurance Benefit**

1. In case of an insurance event according to the paragraph 1 Article 3 of this section, the insurer will provide the entitled person with the insurance benefit within the extent determined in the Article 4, Section D up to the limit of the insurance benefit depending on the selected variant of the limit of the insurance benefit specified in the insurance contract, which limits the insurance benefit for one and all insured events in accordance with the paragraph 5 of this section. The provision of the insurance benefit from this insurance does not affect the right to insurance benefits from the insurance under section D.
2. In case of an insured event pursuant to the paragraph 1 or the paragraph 2 of the Article 3 of this section, the insurer shall provide the entitled person with costs that are absolutely necessary, urgently needed and reasonable and that were demonstrably incurred by the insured person for the rental of replacement sports equipment:
  - a) up to the amount of the agreed daily limit stipulated in the insurance contract,
  - b) for maximum 10 days of rental of replacement sports equipment for one and all insured events,
  - c) the insurer shall not cover or reimburse the costs incurred for rental of replacement sports equipment at times outside the duration of the insurance,
  - d) the insurer shall not cover or reimburse the costs incurred for rental of replacement sports equipment that the insured person neither took for the trip, nor acquired during the trip.
3. In case of an insured event in compliance with the paragraph 3 of the Article 3 of this section, the insurer shall provide the entitled person with the absolutely necessary and reasonable costs demonstrably incurred by the insured person to pay the fee or entry fee for an organized sports game or a tournament, up to the limit of the insurance benefit depending on the chosen variant of the limit of the insurance benefit stated in the insurance contract, which limits the insurance benefit for one and all insurance events.
4. In case of an insured event according to the paragraph 4, article 3 of this section, the insurer shall provide the entitled person with the costs demonstrably incurred by the insured person to pay the deposit to the rental service up to the limit of the insurance benefit depending on the chosen variant of the limit of the insurance benefit stated in the

insurance contract, which limits the insurance benefit for one and all insurance events.

## Article 5

### Duties of the Insured Person

1. In case of an insured event in compliance with the paragraph 1, Article 3 of this section, the insured person is obliged, in addition to the obligations specified in the sections A and D of the General Terms and Conditions, to hand over to the insurer the originals of all documents proving the occurrence of damage to the sports equipment caused by the storage facility operator or the carrier.
2. In case of an insured event pursuant to the paragraph 2, Article 3 of this section, the insured person is obliged, in addition to the obligations specified in section A of the General Terms and Conditions, to hand over to the insurer also the originals of the carrier's written confirmation of the delayed delivery of the sports equipment of the insured person, about when the delay occurred (date and time), about the duration of the delay, about possible damage or destruction of sports equipment by the carrier, as well as a written confirmation of the handover of luggage to the air carrier and original documents confirming the rental of replacement sports equipment, including the description of the items, the price and the rental period.
3. In case of occurrence of the insured event in accordance with the paragraph 3, Article 3 of this section the insured person is also obliged, in addition to the obligations mentioned in the Section A of the General Terms and Conditions, to submit the following documents to the insurer:
  - a) a confirmation of a payment of a fee or of an entry fee for an organized sports game or a tournament,
  - b) an application or a similar document confirming the planned participation of the insured person in an organized event,
  - c) a medical report issued by the attending physician, a hospital discharge report in case of hospitalization or other medical documentation proving the reason for not taking part in a prepaid sports game or tournament,
  - d) in case of a delay of the means of transport, originals of the written confirmation of the carrier about the delay, a confirmation of the scheduled and actual departure and arrival and the duration of the delay.
4. In case of an insured event pursuant to the paragraph 4 Article 3 of this section the insured person is obliged, besides the duties listed in the Section A of the General Terms and Conditions, to also submit the following documents to the insurer:
  - a) a confirmation of the payment of the deposit to the rental service,
  - b) a medical report issued by the attending physician, a hospital release report in case of hospitalization or other medical documentation proving the provision of

a medical treatment at the time of the insured event,

- c) a police report or another documentation proving theft, vandalism or a natural disaster.

## SECTION K

### CAREFREE DRIVE ASSISTANCE INSURANCE

If the insured person has stipulated the Carefree Drive Assistance Insurance (hereinafter referred to in this section only as "the insurance") within the insurance contract, the insurance shall be governed, besides the common provisions in the section A of the General Terms and Conditions, also by the provisions of this section that take precedence over the common provisions.

## Article 1

### Definition of Terms

1. the assistance services – by way of derogation from the Article 21 of the Section A the assistance service is deemed a road service, a towing service, a replacement vehicle, arranging accommodation, transport of fuel and other service of the Call Centre services that are provided by the contractual assistance service, under the condition of contacting the Assistance Service Call Centre on the phone number +420 226 294 294 and further according to the received instructions of the line operator.
2. The Assistance Service Call Centre – information service, consulting and assistance services are available to the insured or entitled person EXCLUSIVELY on the phone number +420 226 294 294 and further according to the received instructions of the line operator. Information service means interpretation, information about the traffic situation, passing on a message to a close person and consulting in the event of a traffic accident. The Call Centre is available 24 hours a day, 365 days in a year.
3. A driving error caused by the driver - failure of the insured vehicle to drive (immobility) due solely to an empty battery, a flat tyre, a loss of vehicle keys, locking up one's keys in the vehicle, a damage to the keys or locks of the insured vehicle, or running out of or misplacing fuel.
4. An accident - an accident is an accidental occurrence in which, due to external factors (e.g. collision with another vehicle, collision of the vehicle with an object, driving off the road), the insured vehicle is damaged or disabled, which renders the vehicle immobile and inoperable or unroadworthy for use on the road in accordance with the relevant regulations.
5. Towing service - towing of the vehicle to the nearest insurer's contractual service centre, carried out on public roads both in the municipality and outside the municipality. On non-public or special purpose roads only if the access for the mechanic is provided by a third party and at the same time if the access to the vehicle is legally possible and not prevented by a legal obstacle. The service includes recovery of the vehicle. The call centre

operator will also provide information on the expected arrival of the towing vehicle. The towing must be carried out in accordance with the instructions of the manufacturers of the towed vehicles, the vehicle must not be towed on a rope. The service includes towing of the remaining vehicles of the combination.

6. An entitled person - contrary to the paragraph 21 of the Article 2, Section A of these insurance conditions, the entitled person means the driver and the persons carried in the insured vehicle, where the maximum number of persons so carried is determined by the number of seats specified in the technical certificate of the vehicle. Entitled persons do not include hitchhikers and persons carried in the vehicle for a fee.
7. An insured event - for the purposes of insurance under this section, an insured event shall be deemed to be the immobility of the vehicle for the reasons set out in the Article 3 of this section, where the insurance benefit is the provision of assistance services exclusively by a contractual assistance service.
8. Consulting - providing information on the procedure in the event of a traffic accident, securing contacts with insurance companies, law firms, courts, police, embassies, etc., telephone translations and interpreting.
9. Breakdown - a breakdown means a condition when the insured vehicle is immobile or not roadworthy on roads in accordance with the relevant regulations due to wear and tear or damage to motor vehicle components caused by the inherent function of individual vehicle components, incorrect assembly, material fatigue. The breakdown is not a systematic renewal of the vehicle, its maintenance (periodic or other) technical inspection, the installation of additional equipment or lack of mandatory vehicle accessories.
10. Vehicle repatriation – a vehicle repatriation refers to the transport of a non-roadworthy vehicle back to the Czech Republic or to the place of residence, in the event that the vehicle cannot be repaired at a local car repair shop before the end of the scheduled return to the homeland or to the place of residence.
11. Road service – providing service by a mechanic on public roads in the municipality and outside the municipality. It is available on non-public or purpose-built (private) roads only if the access is secured for him by a third party and at the same time if the access to the vehicle is legally possible and is not prevented by a legal obstacle. The service includes notification of the expected time of the mechanic's arrival and the provision of the necessary information to the insurer's customer, in particular about the breakdown or the extent of damage to the insured vehicle, the condition of the vehicle and its serviceability after repair; if the repair cannot be carried out on site, the provision of other measures according to the instructions of the control centre of the insurer. As part of the road service, the work of a technician is covered for a maximum duration of 60 minutes. The road service also includes the

- transport and provision of fuel. Spare parts, fuel and other materials used for the repair are not covered.
12. Vehicle storage – taking over the vehicle for safekeeping in a locked or guarded area with protection against damage or theft. When handing over the insured vehicle for safekeeping, the assistance service provider is obliged to carry out photo documentation of the condition of the individual parts of the vehicle, their wear and tear or damage, standard or special equipment of the vehicle, things stored in the vehicle and other facts in order to avoid disputes in connection with a claim for the service provided.
  13. Vandalism – illegal activity by a strange person / strange persons, as a result of which the vehicle is immobile or unfit for operation (unroadworthy) according to the relevant regulations (e.g. destroyed reflectors, punctured tyres, etc.). Vandalism is also considered to be a situation, in which as a result of the theft of parts of the insured vehicle, it becomes immobile.
  14. A rental of a replacement vehicle – a replacement vehicle is always a motor vehicle category B, lower class (e.g. Škoda Fabia, Ford Fiesta), including bringing around the replacement vehicle – preparing it for the insured person. If it is not possible to deliver the replacement car to the insured person, the insured person has to be transported to the rental company. The vehicle is provided if the immobile vehicle cannot be repaired within 2 hours. A replacement vehicle is provided in the maximum number of immobile vehicles insured under this section, for a maximum of two days or until the day of the planned return from abroad to the homeland or to the place of residence. The given replacement vehicle will be provided even in case an insured event has occurred to a person in a single-track vehicle (on a motorbike).
  15. A natural disaster – by way of derogation from the paragraph 54 of the Article 1 Section A even a damage to a not moving/parked vehicle caused by an animal is considered a natural disaster.

### Article 2

#### Purpose and Subject Matter of the Insurance

1. In case of an insured event the insurer provides the entitled person with the insurance benefit in form of the assistance services in extent and under the conditions stipulated in the insurance contract and in these General Terms and Conditions.
2. The entitled person is the insured person and the crew of the insured motor vehicle. If the entitled person cannot use the services, then the entitled person is the owner of the motor vehicle. Hitchhikers and persons transported in the motor vehicle for payment are not considered the entitled persons.
3. The subject matter of the insurance is a single-track up to a three-wheel motor vehicle weighing up to 3.5 tons that is specified in the insurance contract including its trailer if it is towing (hereinafter only referred to as “the insured motor vehicle”).

4. This insurance and the relevant commitment of the insurer to provide assistance services to the entitled person in case of an insured event does not and cannot replace the mission and work of the departments and corps established by law by the state or local authorities to provide rescue medical, firefighting, rescue or survey tasks and for any interventions by these departments no financial or other form of compensation is provided from this insurance.
5. The insurance is concluded as a damage insurance.

### Article 3 Insured Event

The insured event is, with the exception of agreed exclusions, the immobility of the insured vehicle caused by a driving error, vandalism, car theft, breakdown, accident or natural disaster of the insured vehicle in the course the duration and at the place of insurance.

### Article 4 Territorial Validity

1. Carefree Drive Assistance Insurance applies to insured events that occurred in the territory of the following countries: The 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, the Netherlands, Norway, Poland, Portugal, Austria, Romania, Greece, San Marino, Slovakia, Slovenia, Great Britain, Serbia, Spain, Sweden, Switzerland, Ukraine, the Vatican City.

### Article 5

#### Scope of the Insurance Benefit

1. In case of the occurrence of an insured event, the insurer will provide the entitled person through the provider of assistance services with insurance benefits in the form of organizing and paying for services within the scope and limits specified further in this article.
2. The upper limit of the insurance benefit is determined for individual services by the limit of the insurance benefit for one insured event as follows:

Basic assistance services	
Nonstop operation of the Call Centre	Free of charge
Road service helping at the place of the assistance intervention	maximum 60 minutes
Towing to the car repair shop including loading and unloading on a tow truck with a crane	maximum 150 km
Roadside exchange of a damaged tyre with a spare tyre	Free of charge
Transport and delivery of fuel (the fuel is covered by the insured person)	Free of charge
Recovery of the motor vehicle after an accident	Arrangement and provision (the costs are covered by the insured person)
Storage of the immobile car	maximum 5 days
Additional assistance services	
Letting know a related person	Free of charge

Repatriation of the motor vehicle in case it cannot be repaired until the end of the insured trip	Free of charge
Individual services on request by the insured person	Arrangement and provision (the costs are covered by the insured person)
Arrangement and provision of substitute accommodation	maximum 1 night / CZK 3,000. - (EUR 120.) / person
<b>Or</b>	
Rental of a replacement motor vehicle	maximum 2 days
Alternative transport to the destination of the trip or home	Bus / train ticket (1 <sup>st</sup> class)

### Article 6

#### Exclusions from Insurance

Besides the exclusions stated in the section A of the General Terms and Conditions, the insurer shall not carry out the assistance intervention in the following situations:

1. if the damage event occurred during a competition, sports competition or during motor shows and preparation for them,
2. if the insured vehicle was driven by a person without a valid driving license,
3. if the number of persons travelling or the total weight of the insured motor vehicle exceed the limits specified in the motor vehicle registration document,
4. if the damage event was caused under the influence of alcohol, psychotropic substances and drugs or other similar substances or if the driver refuses breath or blood tests for these substances to the police,
5. in the event of a breakdown on special additional or auxiliary equipment of the insured motor vehicle (e.g. air conditioning in the crew compartment),
6. if the entitled person claims reimbursement for the assistance services that he/she secured himself/herself without the knowledge of the assistance services provider of the insurer,
7. for the used spare parts, fuels or other operating liquids, for the cost of tolls, highways or other similar fees and charges,
8. if the cause of the damage event is the malfunction that already occurred in the past 12 months with the same motor vehicle, and the insurer evaluated it that time as an insured event and provided an assistance intervention and the insured person did not repair the malfunction.
9. if the access to the unroadworthy (immobile) motor vehicle will not be possible or legally permissible.

### Article 7

#### Further Duties of the Participants of the Insurance

Apart from the duties stipulated in the Section A of the General Terms and Conditions, the person who claims the right to assistance intervention is obliged:

1. to report without undue delay the occurrence of the damage event to the Assistance Service Call Centre on the telephone number +420 226 294 294. In case the entitled fails to comply with this obligation, his/her right to provision of an assistance intervention expires.

2. When contacting the Assistance Service Call Centre or during any other connection, the insured person or the entitled person is obliged to communicate the following information to the staff of the Assistance Service Call Centre:
  - a) the first name and surname of the insured person or of the entitled person,
  - b) the insurance contract number,
  - c) the registration plate of the motor vehicle,
  - d) the place where the immobile motor vehicle is situated,
  - e) the contact telephone number of the insured/entitled person,
  - f) a brief description of the damage event or of the problem that occurred,
  - g) other information that the staff of the Assistance Service Call Centre ask for and that is further related to the damage event.

## **SECTION L DEDUCTIBLE INSURANCE / INSURANCE OF THE RENTAL VEHICLE DEPOSIT**

If the insured person has stipulated the Deductible Insurance / the Insurance of the Rental Vehicle Deposit in the insurance contract (hereinafter in this section also only referred to as "the insurance"), the insurance is governed by the common provisions in the section A and also by the provisions of this section.

### **Article 1**

#### **Purpose and the Subject Matter of the Insurance**

1. In case of occurrence of an insured event the insurer shall provide the entitled person with the insurance benefit in extent of the damage that incurred on the subject matter of the insurance up to the agreed amount.
2. The subject of the insurance is the obligation to cover the deductible agreed for the accident insurance or the deposit or part thereof agreed by the car rental service as part of the vehicle rental agreement.
3. The insurance is concluded as the damage insurance.

### **Article 2 Insured Event**

1. An insured event is, with the exception of agreed exclusions, the obligation of the insured person to pay the deductible for the agreed accident insurance or the deposit or part of it to the car rental service, if there was damage inflicted to the vehicle:
  - a) in a traffic accident,
  - b) by burglary or theft,
  - c) by vandalism,
  - d) by natural event/disaster.

### **Article 3**

#### **Scope of the Insurance Benefit**

1. The damage under this insurance is the obligation of the insured person to pay the car rental service the deductible for the agreed accident insurance or a deposit or a part of it due to an insured event if:

- a) the operator of the motor vehicle is authorized to do business in the field of vehicle rentals,
  - b) the rented motor vehicle is in the category of motorcycles and passenger cars up to 3.5 t.
2. The insurer reimburses to the entitled person the costs pursuant to this article.
  3. The agreed limit of insurance benefit depends on the chosen variant of the limit of insurance benefit, and it limits the insurance benefit for one and all insured events of the insured person.

### **Article 4**

#### **Duties of the Insured Person**

Besides the duties mentioned in the Section A the insured person is obliged:

1. in the event of a traffic accident, in occurrence of a case of vandalism, a break-in or a theft of the motor vehicle, to report the incident to the local police and request a police report and submit it to the insurer,
2. in the event of a natural disaster to provide a photo documentation proving the identification of the rented motor vehicle, in the event of an investigation of the event by the local police or another authority to provide the relevant police statement or the police report, in the event of damage from the agreed accident insurance, a copy of the letter on the termination of the investigation of the insurance event,
3. to provide a rental agreement for the motor vehicle,
4. to submit a report on the extent of the damage occurred,
5. to provide a proof of the amount of the paid deductible or the forfeited deposit,
6. to provide a photo documentation proving the extend of the damage incurred,
7. to submit other documents required by the insurer.

### **Article 5**

#### **Exclusions from the Insurance**

Besides the exclusions listed in the Section A the following events are not deemed insured events:

1. events occurring on vehicles that are borrowed or rented from a car rental service that does not have the relevant authorizations, permits or licences to carry out business in this field,
2. a traffic accident, vandalism or a break-in or a theft, if the local police did not make any investigation of that event,
3. a natural event if when the identification of the rented motor vehicle is not proven according to paragraph 2, Article 4 of this part,
4. the damage when the rented motor vehicle is a quad bike,
5. an event during which the motor vehicle was driven by other than the insured person,
6. an event during which the motor vehicle was driven by a person without the relevant driving licence,
7. an event during which the car was used for a different purpose than the one it was rented for.

## **SECTION M TRAVEL PLAN INSURANCE**

If the insured person has stipulated the Travel Plan Insurance (hereinafter referred to in this section only as "the insurance") within the insurance contract, the insurance shall be governed, besides the common provisions in the section A of the General Terms and Conditions, also by the provisions of this section that take precedence over the common provisions.

### **Article 1**

#### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event, the insurer will provide the entitled person with a one-time insurance benefit in the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance is the impossibility of using the travel plans for which the trip was undertaken.
4. A travel plan is any trip undertaken for any purpose, the duration of which is limited by the return date indicated on the tour contract, on the ticket, on the airline ticket, etc.; if such a date cannot be sufficiently proved or documented, it is assumed that the date of return is the last day of the insurance contract.
5. The insurance is concluded as an agreed sum insurance.

### **Article 2**

#### **Insured Event**

The insured event is, with the exception of agreed exclusions, the impossibility of fulfilling travel plans due to following reasons:

1. a hospitalization at hospital due to an illness or an injury,
2. the death of the insured person or his/her relation or persons insured by means of the same insurance contract,
3. due to damage to the insured person caused by a natural event or by a criminal act of a third party, when the amount of the damage is at least CZK 100,000. - and the insured person proves that his/her presence at the place of residence is necessary for this reason,
4. a designation of the destination of stay by official authorities as a health or life-threatening area in the course of the duration of the insurance, due to terrorism and natural disasters, i.e. fire, flood, flooding, windstorm, earthquake, volcanic eruption; the provision of the insurance benefit is conditional on the actual leaving of such an area,
5. a request or an appeal by the Ministry of Foreign Affairs of the Czech Republic to leave the country of stay during the period of insurance, for any reason, if, before the request to leave was issued, a warning against travel to that country had not been issued; the provision of the insurance benefit is conditional on the actual leaving the country. In case of this point, the exclusions referred to in paragraphs 15 (a) and (b) of Article 5 of Section A shall not apply.

### Article 3

#### Scope of the Insurance Benefit

1. The insurer shall pay the insurance benefit to the entitled person in the amount corresponding to the product of the insured sum agreed for this insurance and the number of days the insured was unable to fulfil his/her travel plans, up to the end of the insurance contract or up to the number of days specified in the insurance contract.
2. If an insured event occurs according to Article 2 paragraph 1 of this section and the insured person is aged up to and including 17 years, the insurance benefit shall also be payable to one adult insured under the same insurance contract and insured under this Section or to one adult relation insured against the risk under this Section.
3. If an insured event occurs according to Article 2, paragraph 1 of this Section and the insured person is repatriated to the Czech Republic, the insurance benefit is also due to all persons insured under the same insurance contract and insured under this Section or to all persons who are relative to the persons insured against the risk under this Section; the provision of the insurance benefit is conditional on the actual premature return to the place of residence.
4. If an insured event occurs according to the Article 2 paragraphs 2 or 3 of this Section, the insurance benefit shall also be paid to all persons insured under the same insurance contract and cover under this Section or to all persons related to the persons insured against the risk under this Section; the provision of the insurance benefit is conditional on the actual premature return to the place of residence.
5. The insurer shall not provide the insurance benefit if the travel plans have not been fulfilled for a period of less than 24 hours.
6. The agreed insured sum depends on the chosen variant of the limit of the insurance benefit specified in the insurance contract, and it limits the insurance benefit for one and all insured events.
7. In case that the insurance contract lasts for the duration of 365/366 days, the limit of days is tripled, the multiple of the limit must be at least equal to the same multiple of the number of insured events.

### Article 4

#### Duties of the Insured Person

In case of an occurrence of an insured event the insured person is, beside the duties listed in the Section A, obliged:

1. to notify and subsequently document the reason why he/she was unable to fulfil his/her travel plans, e.g. a discharge report from hospital, a report proving the damage to property and its amount, a proof of leaving the area or return to the place of residence, or any other confirmation, depending on the reason for not fulfilling the travel plans, requested by the insurer.

## SECTION N

### ELECTRONIC EQUIPMENT INSURANCE

If the insured person has stipulated the Electronic Equipment Insurance in the insurance contract (hereinafter in this section also only referred to as "the insurance"), the insurance is governed by the common provisions in the section A and also by the provisions of this section that take the precedence over the provisions of the General Terms and Conditions.

### Article 1

#### Purpose and the Subject Matter of the Insurance

1. In case an insured event occurs, the insurer shall provide the entitled person with the insurance benefit in extent of the damage incurred on the subject matter up to the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance are cameras including lenses, (video) cameras, portable players, mobile phones, portable navigation devices, portable computers (laptops) intended for personal use by the insured person, which he/she took on the trip or demonstrably acquired during the trip. Electronic equipment entrusted to the insured person by the employer and taken by the insured person on the trip and used for the performance of his/her business are also covered.
4. The insurance is concluded as a damage insurance.

### Article 2

#### Territorial and Temporal Validity of the Insurance

By way of derogation from the Article 10, Section A, the insurance lasts, within the agreed period of insurance, at the earliest from the commencement of the journey and at the latest until the return from the journey.

### Article 3

#### Insured Event

The insured event is, with the exception of the stipulated exclusions, a damage to the subject matter of the insurance incurred in the course of duration of the insurance contract and at the place of insurance:

1. caused by damage or destruction of the insured item due to:
  - a) a natural event/disaster,
  - b) a plane crash,
  - c) weight of snow or frost,
  - d) water leaking from the water supply systems,
  - e) vandalism;
2. due to a theft of an insured item by means of break-in (burglary) or robbery;
3. due to a damage to the insured item or due to its destruction in a traffic accident;
4. due to loss of the insured item in cases when the insured person was deprived of the possibility to take care of the insured item.

### Article 4

#### Scope of the Insurance Benefit

1. The insurer realizes the insurance benefit by financial payment to the entitled person.

2. If an insured event occurs and such insured event results in a damage to the insured item, the insurer shall pay the amount corresponding to the reasonable costs to repair the damaged item, up to the maximum of the time value of the product.
3. In case of an insured event resulting in destruction, theft or loss of the insured item, the insurer shall pay an amount corresponding to the time value of the product.
4. The agreed limit of the insurance benefit depends on the chosen variant of the limit of the insurance benefit specified in the insurance contract, it limits the insurance benefit for one and all insured events.
5. In the event that the limit of the insurance benefit has been exhausted, the claims in excess of the limit may be made under the Personal Belongings and Delay Insurance, in accordance with the insurance terms and conditions under Section D, if this insurance is taken out within the same insurance contract.

### Article 5

#### Duties of the Insured Person

Apart from the duties mentioned in the Section A, the insured person is obliged:

1. in the event of theft of or vandalism to the insured electronic equipment, the insured person has to report this fact to the locally competent police authority and to provide the insurer with a police report as part of the notification of the insured event. The police report must include the identification of the insured person, the date, cause and circumstances of the occurrence and the extent of the insured event (list of stolen, destroyed or damaged products). In addition, the date of the record, the signature, stamp and contact details of the record keeping person;
2. in the event of loss, damage or destruction of the insured electronic equipment due to a traffic accident to secure the accident investigation report and submit it to the insurer as part of the notification of the insured event;
3. in the event of loss of insured electronic equipment while the insured is unconscious, to secure a certificate of such medical condition issued by a doctor and submit it to the insurer as part of the notification of the insured event;
4. to notify the insurer without undue delay of:
  - a) the fact that the criminal proceedings have been initiated in connection with the insured event and to inform him of the progress and outcome of these proceedings,
  - b) the fact that the piece of the electronic equipment that had been stolen or lost in connection with an insured event was found and, in case that the insured person has already received the insurance benefit for that item, to reimburse the insurer for the benefit minus the reasonable and demonstrable cost of repairing that

product if it was damaged between the time the insured event occurred and the time it was found;

5. to preserve the damaged or destroyed piece of the electronic equipment in its original damaged condition and allow the insurer to inspect it until the completion of the investigation that is necessary to determine the extent of the insurer's liability to provide the insurance benefit.

#### **Article 6**

##### **Exclusions from the Insurance**

Besides the exclusions mentioned in the Section A, the following events are not deemed the insured events:

1. a theft of items from the equipment that has no stable or rigid walls (e.g. those made of tarpaulin);
2. the events caused as a result of a defect that the insured electronic equipment already had at the time the insurance was concluded and which was known or could have been known to the policyholder or to the insured person, regardless of whether it was known to the insurer;
3. indirect damages of all kinds (e.g. lost earnings, lost profit, fines, impossibility to use the insured electronic equipment, copyright infringement);
4. damage on the electronic equipment:
  - a) that was entrusted in the luggage or separately to the carrier,
  - b) that was handed over for the purpose of providing a service,
5. damage to the accessories of the insured electronic equipment, e.g. separate data storage media (e.g. CD, flash disk), recordings on data storage carriers, bags, camera accessories (except for lenses), tripods, etc.

#### **SECTION O SECURITY RISKS INSURANCE**

If the insured person has stipulated the Security Risks Insurance in the insurance contract (hereinafter in this section also only referred to as "the insurance"), the insurance is governed by the common provisions in the section A and also by the provisions of this section that take the priority over the provisions of the General Terms and Conditions.

#### **Article 1**

##### **Definition of Terms**

1. The hijacking of a means of transport is the illegal seizure or unauthorized taking of control over the means of transport in which the insured person is travelling.
2. Kidnapping of a person is the seizure, holding and keeping, kidnapping of one or more insured persons carried out by force or trick by a third party without the consent of the insured person and without a lawful reason.
3. Hostage-taking is the capturing of an insured person by a third party who threatens to kill, injure or keep the insured person detained for a long time in order to compel a state, an

organization or a person to do something or refrain from any action.

4. An act of terrorism is the calculated use of violence or the threat of violence, usually directed against non-participants, with the aim of instilling fear through which political, religious or ideological goals are achieved.

#### **Article 2**

##### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event, the insurer shall provide the insurance benefit to the entitled person up to the extent of the damage incurred or in the agreed amount.
2. The entitled person is the insured person.
3. The subject matter of the insurance are acts of violence or a threat thereof or the occurrence or threat of endangering health from the stated causes.
4. The insurance is concluded as:
  - a) a damage insurance in case it is an insured event pursuant to the paragraph 3 or 4 of the Article 4 of this section,
  - b) an agreed sum insurance in case it is an insured event in accordance with the paragraph 1 or 2 of the Article 4 of this section.

#### **Article 3**

##### **Territorial and Temporal Validity of the Insurance**

By way of derogation from the Article 10 of the Section A the insurance lasts within the agreed insurance period, however it does not earlier than as of the commencement of the trip and it finishes until the return from the trip at the latest.

#### **Article 4**

##### **Insured Event**

An insured event is, with the exception of the agreed exclusions, an event that occurred in the course of the duration and at the place of insurance in form of:

1. hijacking of the means of transport or kidnapping the insured person;
2. hostage-taking;
3. shortening of the insured trip due to an act of terrorism or a threat thereof declared by official authorities in an area within 50 km of the place of stay while travelling;
4. leaving the endangered threatened area if the central authority of the state administration:
  - a) recommends evacuation from the place of stay due to an imminent danger or natural disaster, terrorist attack, war, warfare, health-threatening epidemics or the effects of released nuclear energy in the place of stay,
  - b) designates the area in which the insured person is located as a war zone in the list of areas with increased security risk;
5. as for this section of the point is concerned the exclusions stipulated in the paragraph 15 a) and b) of the Article 5 of the section A cannot be applied.

#### **Article 5**

##### **Scope of the Insurance Benefit**

1. The insurer shall realize the insurance benefit by providing the entitled person with the financial performance.
2.
  - a) In case of an insured event referred to in the paragraph 1 or 2 of the Article 4 of this section, it is the product of the insured sum stipulated for this insurance and of the number of days of duration of the insured event.
  - b) The duration of the insured event is calculated from the moment of its occurrence.
  - c) The maximum duration of the insured event is 5 days.
  - d) The investigation of the insured event cannot finish before the end of the duration of the insured event or before the maximum period of duration of the insured event.
  - e) The agreed insured amount is dependent on the chosen variant of the limit of the insurance benefit that is stipulated in the insurance contract, it limits the insurance benefit for every single insured event.
3.
  - a) In case of an insured event pursuant to the paragraph 3 or 4 of the Article 4 of this section the insurer shall reimburse the documented expenses for the transport of the insured to the nearest safe place abroad or to the home country and the relevant extra costs for the accommodation in connection with it.
  - b) The agreed limit of the insurance benefit is dependent on the chosen variant of the limit of the insurance benefit stipulated in the insurance contract, it limits the insurance benefit for one and all insured events of the insured person.

#### **Article 6**

##### **Duties of the Insured Person**

In case of occurrence of an insured event, the insured person is obliged, apart from the obligations set out in Section A, to do the following things:

1. to immediately inform the assistance service of the provider when it is objectively feasible,
2. in case of kidnapping or hostage-taking to provide a police report, a certificate of the carrier or other certified official record of the occurrence of the insured event and of the duration of the insured event,
3. in the event that the trip had to be shortened or it was necessary to leave the area of risk to provide a credible official document proving the occurrence of the insured event as well as bills, travel documents for transport services or accommodation used.

#### **Article 7**

##### **Exclusions from the Insurance**

Besides the exclusions listed in the Section A the following events are not deemed an insured event:

1. the events occurring in the territory that the official authorities identified as risky for the



- occurrence of such events or did not recommend to travel into these areas already before the insured person started his/her trip,
2. kidnapping or hostage-taking of children up to and including the age of 17, if such an act is committed by their parent, adoptive parent, caretaker 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 that were not approved by the assistance service,
  5. leaving the endangered area due to an epidemic of a disease against which the insured is required to be vaccinated in the given state.

## **SECTION P ASSISTANCE PLUS INSURANCE**

If the insured person has stipulated the Assistance Plus Insurance in the insurance contract (hereinafter in this section also only referred to as "the insurance"), the insurance is governed by the common provisions in the section A and also by the provisions of this section.

### **Article 1**

#### **Purpose and Subject Matter of the Insurance**

1. In case of an insured event, the insurer shall provide the entitled person with insurance benefits in the form of assistance services to the extent of damage caused to the subject matter of insurance up to the agreed amount.
2. The subject matter of insurance is:
  - a) a passport and an identity card of the insured person (hereinafter in this section only referred to as "the travel document"),
  - b) the real estate and the household of the insured person, which he uses for permanent residence,
  - c) travel costs of the legal guardian (or of a custodian),
  - d) the funeral of the insured person abroad.
3. The insurance is concluded as a damage insurance.

### **Article 2**

#### **Territorial and Temporal Validity of the Insurance**

By way of derogation from the paragraph 4 Article 3 of the Section A and regardless of the agreed territorial validity, the insurance does not apply to events occurring in the territory of the Czech Republic.

### **Article 3**

#### **Insured Event**

1. The insured events are, with an exception of the agreed exclusions, the following situations:
  - a) a damage to the travel document incurred under the conditions set out in the Section D, furthermore, the exclusion for a passport and an identity card listed under letter d) paragraph 5, Article 6, Section D, shall not apply. By

- way of derogation from the paragraph 3, the Article 3, Section D, the insurance also applies to the loss, damage or destruction of a travel document for any reason,
- b) a damage to a permanently occupied real estate or to the household of the insured person caused by a natural event, by a traffic accident, by burglary or by leaking water from the water supply system,
  - c) leaving a person under the age of 18 unattended abroad due to hospitalization or the death of a person who accompanied this person,
  - d) the funeral costs in the country where the insured person died.

### **Article 4**

#### **Scope of the Insurance Benefit**

1. The damage to travel documents are only the absolutely necessary and reasonable costs demonstrably incurred for the purpose of obtaining a replacement travel document at the place of insurance to the extent:
  - a) of a fee for the issue of a replacement travel document,
  - b) of the transport from and to the place of the issue of a replacement travel document,
  - c) of the costs for accommodation that is immediately connected with the travelling to and from the place of issue of a replacement travel document.
2. The damage to the real estate or household of the insured person is the cost incurred for technical assistance to prevent or mitigate the consequences of the insured event.
3. The travel costs of the guardian (or a custodian of a minor) and the accommodation costs of the guardian for the insured person without supervision are also considered a damage.
4. The loss incurred for the funeral expenses means the costs that were in effective way incurred for the funeral of the insured person abroad.
5. The insurer shall reimburse the costs in accordance with this article to the entitled person.
6. The agreed limit of the insurance benefit depends on the chosen variant of the limit of insurance benefit specified in the insurance contract, it limits the insurance benefit for one and all insured events of the insured.

### **Article 5**

#### **Exclusions from the Insurance**

Besides the exclusions mentioned in the Section A the insurer is not obliged to provide the insurance benefit in the following cases:

1. If the assistance services were not carried out by the assistance service of the insurer on base of a contract.

## **SECTION Q INSURANCE OF SELECTED EXCLUSIONS**

If the insured person has stipulated the Insurance of the Selected Exclusions in the insurance contract (hereinafter in this section also only referred to as "the insurance"), the insurance is governed by the named adjustments or amendments of the of the insurance conditions.

### **Article 1 Agreement**

1. The events when an alcohol content of up to 1 ‰ inclusive is detected in the blood sample of the insured person are not excluded from the insurance coverage - see Section A, Article 5, paragraph 10;
2. The cases when the insured person is ordered to keep a preventive quarantine (isolation) in accordance with the provisions of Section B, Article 6, paragraph 4 are not excluded from insurance coverage;
3. the theft of cameras, musical instruments, audio-visual equipment, mobile telephones, computers and other similar electronic devices including their accessories from a motor vehicle, from a caravan (RV) or from the luggage compartment is not excluded from the insurance cover - see Section D, Part I, Article 6, paragraph 1;
4. furthermore, even the items and luggage are not excluded from the insurance coverage if they were entrusted to the carrier – see Section D, Part I, Article 6, paragraph 5 letter b;
5. the events when an alcohol content of up to 1 ‰ inclusive is detected in the blood sample of the insured person is not excluded from the insurance coverage – see Section E, Article 4, paragraph 9;
6. the damage caused to items which the insured person borrowed or which were entrusted to him/her to use or which he/she uses or has in his possession for any other reason is not excluded from the insurance cover - see Section E, Article 6, paragraph 3;
7. the consequences of the fact that the insured person does not use services he/she ordered or paid directly to the providers of such services (e.g. optional trips), are not excluded from the insurance cover - see Section F, Article 6, paragraph 2;
8. the events when the insurance was taken out 15 days or less before the scheduled departure date are not excluded from the insurance cover. In the events when the payment for the service was carried out 15 days or less before the scheduled departure date, the insurance must be concluded at the latest on the date of payment for the travel service - see Section F, Article 6, paragraph 3;
9. the cases when the insured person, a relative or a person insured by the same insurance contract has been ordered by a doctor or other authority to undergo a preventive quarantine (isolation) due to suspicion of a possible infectious disease or risky contact are not excluded from the insurance coverage - Section F, Article 6, paragraph 4.

## **Article 2**

### **Scope of the Insurance Benefit**

1. In case of an insured event in compliance with the paragraph 2, Article 1 of this section the insurer shall reimburse the costs incurred in connection with the following situations:
  - a) with the placement of insured person into a health facility,
  - b) with the accommodation at a place determined by a doctor or other authority, including the cost of full board,
  - c) with the costs that are connected with the return from the trip in case that the preventive quarantine (isolation) will end later than the originally scheduled term of return from the trip.
2. In case of an insured event according to the paragraph 2, Article 1 of this section, the upper limit of the insurance benefit is determined by the agreed insurance limit of medical expenses in compliance with the paragraph 5 a, Article 4, Section B.