

### Article 1

#### Introductory Provisions

1. Česká pojišťovna a.s., with its registered office at Spálená 75/16, 113 04 Prague 1, Czech Republic, Company Reg. No. 45272956, Tax Identification No. CZ 699001273, incorporated in the Commercial Register of the Municipal Court in Prague, Section B, File 1464 (hereinafter referred to as the "Insurance Company"), provides insurance coverage in accordance with Act No. 277/2009 Coll., on insurance, as amended. These General Insurance Conditions for Travel Insurance (hereinafter referred to as "VPPCP-O") govern the conditions for travel insurance and are effective as of 1st January 2014.
2. The rights and obligations arising from the insurance are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Code"), in particular by Sections 2758 to 2872, by these VPPCP-O conditions, the Supplementary Insurance Conditions for Travel Insurance (hereinafter referred to as "DPPCP"), scale of fees, valuation tables and the Insurance Policy.
3. If travel insurance is arranged, the Insurance Company undertakes to provide the Policyholder or a third party with an insurance benefit if a fortuitous event covered by the insurance (insured event) occurs, and the Policyholder undertakes to pay the premium to the Insurance Company.
4. Travel insurance is a private insurance and is arranged against the insurable risks listed in the Insurance Policy.

### Article 2

#### Travel Insurance

1. The travel insurance may contain the following insurance covers and services:
  - a) medical expenses insurance;
  - b) assistance services;
  - c) accident insurance;
  - d) liability insurance;
  - e) travel luggage insurance;
  - f) legal expenses insurance;
  - g) trip cancellation insurance;
  - h) unused holiday insurance;
  - i) trip interruption insurance;
  - j) veterinary treatment insurance;
  - k) unguarded household insurance.
2. Within an individual travel insurance policy it is possible to arrange short-term travel insurance, long-term travel insurance and domestic travel insurance.
3. Long-term travel insurance can alternatively be arranged either for repeated trips or for a long-term trip. Long-term travel insurance cannot be arranged for someone who is already abroad, unless the Insurance Policy arranges otherwise.
4. The travel insurance is designed to provide the Insureds with insurance cover when they travel and stay outside their place of residence.

### Article 3

#### Insureds

1. The Insurance Policy shall cover the natural persons named in it.
2. Pursuant to clause 1 of this Article, the insurance shall cover nationals of the Czech Republic as well as foreigners who hold a permit for permanent residence, temporary residence subject to a long-term visa or long-term residence in the Czech Republic.
3. The travel insurance arranged for foreign travel does not cover the territory of the country which the Insured is a national of, in which the Insured has a permanent residence or in which the Insured participates in the national health insurance. An exception is when the Insured has a permanent residence in the Czech Republic and at the same time participates in the local national health insurance – in such cases the travel insurance also applies in the country of which the Insured is a national.
4. The citizens of the Czech Republic and foreign nationals are repatriated to the place of permanent or temporary residence in the Czech Republic or to a hospital in the respective catchment area in the Czech Republic, after the necessary hospitalization or treatment abroad, as the case may require, if the Insured is not able, due to the insured event, to return using the originally planned means of transport. The place of repatriation shall be decided by the Insurance Company or the assistance services.

### Article 4

#### Insurance Policy

1. The insurance shall be agreed for a definite period of time as defined in the Insurance Policy.
2. For the purposes of these Insurance Conditions, short-term travel insurance shall refer to an insurance scheme arranged for a minimum of 1 day and a maximum of 365 days,
3. For the purposes of these Insurance Conditions, long-term travel insurance shall refer to an insurance scheme arranged always for a period of one year. The length of continuous residence abroad may be limited to 90 or 180 days, or to 365 days. The client can stay abroad for 90, 180 or 365 days without having to return to the Czech Republic depending on the time (frequency) of stay arranged in the Insurance Policy.
4. The insurance can be arranged before the Insured commences the trip covered by the Insurance Policy, unless specified otherwise in the Insurance Policy.
5. The Insurance Policy specifies the individual types of insurance and services.

### Article 5

#### Establishment, Duration, Modification and Termination of Travel Insurance

1. The insurance shall be arranged for a period of no more than one year.
2. The arranged travel insurance shall be established on the basis of the executed Insurance Policy and shall commence of the date stipulated in the Insurance Policy as the commencement date of the insurance. The commencement date of the insurance shall be the date of payment of the agreed premium. If the commencement date of the insurance is the same as the date of execution of the Insurance Policy, the travel insurance shall become effective as of the date and time set out in the Insurance Policy, but no earlier than at the time specified in clauses 4, 9 and 10 of this Article.
3. The Insurance Policy executed as a remote transaction shall be entered into as of the time of payment of the premium in the amount and within the term set out in the Draft Insurance Policy. For the purposes of the insurance arranged in the Insurance Policy executed as a remote transaction (via the Internet, the Insurance Company's Communications Centre or by phone using the Pojišťovna application), the payment of the premium shall refer to the time the money is credited at the Insurance Company's account or (if earlier) the notice of delivery or execution of the payment order is delivered by the bank to the Insurance Company, provided that the payment details (especially the Insurance Company's account number, the premium and the variable symbol) correspond to the data indicated in the Draft Insurance Policy and that the aforementioned payment order is not later withdrawn.
4. If the commencement date of the insurance is the same as the date of execution of the Insurance Policy, the insurance arranged as a remote transaction (i.e. via the Internet, the Insurance Company's Communications Centre or by phone using the Pojišťovna application) shall commence no earlier than an hour after the time of arrangement, which shall refer to the time of payment of the premium.
5. Short-term travel insurance, with the exception of trip cancellation insurance, can also be arranged for persons who have already commenced the trip covered by the insurance. Conditions of short-term travel insurance for persons who have already commenced the trip:
  - a) If the insurance is arranged for a person abroad and that person is demonstrated to have a valid travel insurance policy in place with the Insurance Company on the date of arrangement of the insurance, the insurance under the new Insurance Policy shall commence no earlier than on the first day following the date of arrangement of the insurance.
  - b) If the insurance is arranged for a person abroad who does not have a valid travel insurance policy in place with the Insurance Company on the date of arrangement of the insurance, the insurance shall commence no earlier than on the third day following the date of arrangement of the insurance.
6. Long-term travel insurance cannot be arranged for persons who have already commenced the trip and are abroad, unless the Insurance Policy specifies otherwise.
7. When a long-term travel insurance with repeated trips is arranged, the period of time for which the Insurance Company shall provide an insurance benefit in the given year shall be limited by the maximum length of

the trips as stated in the Insurance Policy. This period of time shall commence at the time of crossing the border of the Czech Republic on the way out and end at the time of re-crossing the border of the Czech Republic on the return trip. The number of repeated trips abroad during the period of insurance shall not be limited. The time of stay in the Czech Republic between the trips shall not be limited.

The Insurance Company is entitled to demand the Insured to submit a proof of their travel out of the Czech Republic for each trip (e.g. flight ticket, employer's confirmation, another document from the Czech Republic, etc.). The Insured that has arranged a long-term travel insurance for trips abroad shall submit a proof of travel out of the Czech Republic at the Insurance Company's request. The purpose of submitting the proof is to comply with the maximum time (frequency) of trips - 90, 180 or 365 days. The Insurance Company shall also require this proof in case of investigation of an insured event.

8. Where a long-term insurance has been arranged by an employer for their employees, the insurance may be transferred to another employee once for the remaining period of insurance for serious reasons or in case of termination of the former employee's employment. This shall be conditional on the Policyholder's written request, claims-free history of the period of insurance so far and return of all provided documents to the Insurance Company.
9. Medical expenses and assistance insurance, liability insurance, legal expenses insurance, trip interruption insurance and veterinary treatment insurance shall commence at the time of crossing the state border of the Czech Republic, but no earlier than on the date specified in the Insurance Policy as the commencement of the insurance, and shall remain valid until the time of re-crossing the state border again on the return trip, no later than at 12.00 a.m. on the date specified in the Insurance Policy as the end of the insurance. This shall also apply to repeated trips for insurable risks that can be arranged in the long-term travel insurance.
10. Travel luggage insurance, accident insurance, unused holiday insurance and unguarded household insurance shall commence at the time of commencement of the trip, which shall refer to embarking on or getting in the means of transport designed for departure on the trip covered by the specific travel insurance, but no earlier than on the date specified in the Insurance Policy as the commencement of the insurance, until the time of return from the trip to the place of residence, no later than at 12.00 a.m. on the date specified in the Insurance Policy as the end of the insurance. This shall also apply to repeated trips for insurable risks that can be arranged in the long-term travel insurance.
11. The trip cancellation insurance shall become effective on the day following the date of payment of the premium. The premium shall be paid no later than on the date of the last instalment or full payment of the price of the trip, unless the Insurance Policy states otherwise. The trip cancellation insurance shall expire:
  - a) for trips with common transport, at the time of embarking on or getting in the means of transport provided by a travel agency;
  - b) for trips with individual transport, at the time of trip commencement, and no later than at 12.00 a.m. on the day preceding the date specified in the Insurance Policy as the commencement of the insurance. However, no later than at the time of departure of the means of transport.
12. The period of insurance shall be automatically extended, except for the trip cancellation insurance, by no more than 1 month if the Insured proves with medical records that they have suffered from an acute illness or injury which, as a consequence, prevented them from returning to the Czech Republic during the term of the travel insurance and if the Insurance Company or the assistance services perform an assessment and decide to extend the insurance. In such cases the travel insurance shall expire at the time of crossing the state border of the Czech Republic, which shall follow immediately upon completion of the necessary treatment.
13. The period of insurance shall be automatically extended if the Insured gets stuck in the place of their stay or when returning to the Czech Republic due to a strike of the carrier, an act of terrorism, hospitalization of the Insured or for other reasons which the Insured could not demonstrably foresee and which started during the period of travel insurance.
14. If the travel insurance is terminated on the basis of an accepted written request from the Policyholder pri-

or to the commencement of the insurance or on the commencement date of the insurance, the Insurance Company shall return the premium paid. This shall not apply if the Policy arranges a trip cancellation insurance and an insured event has been covered from it. It shall be conditional on the return of all documents confirming the arrangement of the travel insurance back to the Insurance Company.

15. The travel insurance shall not be interrupted within the meaning of the Code.
16. The travel insurance shall be terminated for the reasons set out in the Code.

#### Article 6 Premium

1. As stipulated in the Code, the premium is a lump-sum premium and the amount is stated in the Insurance Policy.
2. The premium may be paid in cash or by bank transfer.
3. The Policyholder shall pay the full premium for the entire period of insurance when arranging the Insurance Policy, unless specified otherwise in the Insurance Policy.
4. Payment of the premium shall refer to the crediting of the premium to the Insurance Company's account or its payment to the Insurance Company in cash, unless agreed otherwise.
5. If the amount of the premium depends on the Insured's age, for the purposes of determining the premium the Insured's age shall refer to the difference between the calendar year of the beginning of insurance and the calendar year of the Insured's birth.
6. If the Policyholder is to pay the premium, fees and accessories for an outstanding premium receivable, the Policyholder's payment shall be first used to cover the outstanding premium, i.e. always the first payable premium or premium instalment, and then the fees in order of their maturity, followed by the costs associated with the recovery of outstanding premiums and, finally, by the default interest. Fees, costs associated with the recovery of outstanding premiums and default interests shall not bear any interest

#### Article 7 Territorial Validity

1. The travel insurance applies to the geographical territory stated in the Insurance Policy.
2. Three geographical areas have been determined for the purposes of the travel insurance – home country, Europe and the world.
  - a) Home country refers to the territory of the Czech Republic.
  - b) Europe refers to the following European countries: Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Montenegro, Denmark, Estonia, Faroe Islands, Finland, France, Gibraltar, Croatia, Ireland, Iceland, Italy, Kosovo, Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Macedonia, Malta, Moldova, Monaco, Germany, the Netherlands, Norway, Poland, Portugal (and Azores and Madeira), Austria, Romania, Russia (only its European part as far as the Ural Mountains and the Ural River), Greece, San Marino, Slovakia, Slovenia, Serbia, Spain (and Canary Islands), Sweden, Switzerland, Ukraine, the Vatican, United Kingdom (and Isle of Man, Channel Islands) and the following countries: Algeria, Egypt, Israel, Jordan, Libya, Morocco, Tunisia, Turkey.
  - c) The world refers to all countries in the world.

#### Article 8 Types of Trips

1. Travel insurance covering the territory of Europe or of the world is arranged only for one trip type – tourist trip, business trip, organized sport or hazardous trip, unless specified otherwise in the Insurance Policy and in special provisions of the Insurance Policy.
2. A tourist trip shall refer to a common tourist and sight-seeing trip or stay, a study stay and recreational (not organized) sports. A tourist trip shall not include the activities given in clauses 3, 4 and 5 of this Article.
3. A business trip shall refer to a trip and stay for the purposes of performing work by an employee or an entrepreneur, a trip and stay aiming to generate income, charity and voluntary activities, au pair stays, internships; it also includes tourist trips as set out in clause 2 of this Article. A business trip shall not include the activities given in clauses 4 and 5 of this Article.
4. Organized sport shall refer to sport activities as part of organized competitions of amateur or professional athletes organized by any organization and any and all preparations for such activities; it also includes tourist trips and business trips as set out in clauses 2 and 3 of this Article. Sport activities shall not refer to the activities given in clause 5 of this Article.

5. A hazardous trip shall refer to highly risky sport activities and other selected activities such as canyoning, hiking in mountains above 3,500m above sea level, trips to places with extreme climatic or natural conditions, mountaineering, activities of acrobats, stunt men and animal tamers, activities involving test drives in motor vehicles and type testing, activities of competitive drivers of motor vehicles and other activities comparable in terms of risk; it also includes tourist trips, business trips and organized sport as set out in clauses 2 to 4 of this Article.
6. When performing the activities specified in clauses 2 to 5 of this Article, it is necessary to use adequate functional protection equipment. When performing activities that generally require so, it is necessary to have the applicable license, such as a driving licence, a licence for recreational diving or yachting. In case of an insured event, the Insurance Company shall have the right to require the presentation of a copy of the valid license.
7. The risk level of sports and activities shall be determined by the Insurance Company.

#### Article 9

##### Insured Event, Insurance Benefit and Beneficiary

1. The insured event shall refer to an incidental event that occurs during the period of insurance and which is associated with the Insurance Company's obligation to provide an insurance benefit under the conditions set forth in the VPPCP-O and DPPCP conditions.
2. The Insurance Company shall decide on the legitimacy of the insurance benefit and its amount in accordance with the VPPCP-O and DPPCP conditions, valuation tables, the Insurance Policy and on the basis of the documents presented by the Insured or the Beneficiary. The Insurance Company reserves the right to examine the submitted documents, require expert opinions, have the health of the Insured examined by attending physicians and health care facilities, etc.
3. The upper limit of the insurance benefit shall be specified in the Insurance Policy and is determined for claims insurance as the insurance claim limit and for fixed sum insurance as the sum insured.
4. The insurance benefit shall be payable within 15 days of completion of the required investigation to ascertain the extent of the Insurance Company's obligation to provide an insurance benefit.
5. If the damage or other harm done to the Insured, with an arranged claims insurance, is reimbursed by a third party, the Insurance Company shall be entitled to reduce the insurance benefit by that amount.
6. When providing an insurance benefit due to an insured event that occurs during an extended period of travel insurance pursuant to Article 5(12) and (13) of these VPPCP-O conditions, the Insurance Company shall be entitled to set off the outstanding premium receivables or other receivables against the insurance benefit.
7. The Beneficiary refers to the Insured. With trip cancellation insurance, the Beneficiary is, in the event of the Insured's death, the heir of the Insured.
8. The Insurance Company shall not be responsible for mistakes in and incompleteness of relevant documents that arise as a result of a language barrier on the part of the Insured or due to the lack of knowledge of the local conditions on the part of the Insured.
9. The Insurance Company shall pay the indemnity in the Czech currency.

#### Article 10

##### General Exclusions from Travel Insurance

Unless a part of the DPPCP conditions or the Insurance Policy specifies otherwise, the travel insurance shall not cover damages due to:

- a) intentional act or wilful negligence on the part of the Policyholder or the Insured;
- b) riots instigated by the Insured or in relation to criminal activity committed by the Insured;
- c) events that could be foreseen or were known at the time of execution of the Insurance Policy;
- d) commencement of a trip after the Ministry of Foreign Affairs of the Czech Republic or the World Health Organization or any other similar institution issues a statement not recommending travels to the specific territory;
- e) insured events that arise in relation to the use of or under the influence of alcohol, narcotics and other intoxicating substances or due to abuse of medical drugs and in relation to withdrawal symptoms;
- f) sexually transmitted diseases and AIDS, HIV transmission, infections due to outbreaks; hepatitis A, B, C, D, E, F, G;
- g) use, release or leakage of substances that directly or indirectly cause nuclear reaction, nuclear radiation or radioactive contamination, exposure to formaldehyde or asbestos;
- h) or events that occur in relation to a war, rebellion, insurgency or other violent mass riots in which the Insured participated in a way or in the event of active participation in public disorders;

- i) or in relation to a strike, except for a strike of the carrier that transports the client, international peace mission, intervention by the state or official power, act of terrorism, including contamination as a result of it;
- j) participation of the Insured in experiments or research procedures or during attempts to achieve extreme feats e.g. a high speed record or as a result of any sport activities with similar goals;
- k) participation in extreme sports or activities, e.g. diving into a depth of over 30 metres, mountaineering by unsecured climbing, speleology, extraordinary actions for life-saving purposes in an environment with extreme conditions or in remote locations, skiing or snowboarding outside marked routes if a hazard of avalanches is declared, parachuting from extreme heights, unless the Insurance Policy specifies otherwise;
- l) performance of highly hazardous activities, such as work in underground mines, rescue and accident operations, work with explosives, work of pyrotechnic experts, work of railway shunting staff, work with a high risk of acute poisoning, work with a high risk of burns, work under water that requires the use of diving apparatus, activities of acrobats, stunt men, animal tamers, activities involving test drives in motor vehicles and type testing, activities of competitive drivers of motor vehicles, active participation in any military forces of any country, unless the Insurance Policy specifies otherwise;
- m) violation of applicable laws or regulations in the visited country, such as driving a motor vehicle without a driving license, performance of any activities in a prohibited or non-recommended area, performance of work without a proper license or permit and without compliance with protective measures usually necessary for the performance of that activity and if the Insured fails to submit a copy of such valid licenses in case of an insured event.

#### Article 11 Rights and Obligations of the Parties to the Insurance

The Policyholder, the Insured, the Beneficiary shall have, besides the rights and obligations defined by the law:

- a) the right to request return of the requested documents that they have handed over to the Insurance Company, if it is not necessary to keep their originals as part of the file at the Insurance Company;
- b) the obligation to pass over to all Insureds the relevant documents issued by the Insurance Company;
- c) the obligation to hand over to the Insurance Company or the assistance services, upon request, contact data of the Insureds, or the injured persons in the case of an insured event;
- d) the obligation to prevent the occurrence of the insured event, especially they shall not violate obligations aiming to prevent or reduce the hazards, imposed on them in legal regulations or in the Insurance Policy;
- e) if an insured event occurs, the obligation to take necessary measures to alleviate its consequences and, if possible, to request instructions from the Insurance Company or from assistance services and follow them;
- f) the obligation to notify the Insurance Company or the assistance services demonstrably and without undue delay that an insured event has occurred;
- g) the obligation to meet other obligations prescribed by law, these VPPCP-O and DPPCP conditions and the Insurance Policy;
- h) the obligation to report the loss event immediately to the police in the place of occurrence of the loss event that occurs under circumstances suggesting that a criminal act or transgression has been committed; this shall not apply if a criminal prosecution is subject to approval by the Insured (Article 11 of the Criminal Code);
- i) the obligation, if requested by the Insurance Company or assistance services, to provide for authorized translations of documents necessary to investigate the loss event at their own expense;
- j) the obligation to secure rights against other parties, if such rights are transferred to the Insurance Company, especially the right for damages, prosecution and settlement;
- k) the obligation to notify the Insurance Company or assistance services without undue delay that the Insured has arranged other concurrent insurance against the same insurable risk, in which case the Insured shall also report to the Insurance Company or assistance services the trade name of the other Insurance Company and the established sums insured or insurance claim limits;
- l) the obligation to submit proof of the trip (e.g. flight ticket, bus tickets, etc.) at the Insurance Company's request.

#### Article 12 Rights and Obligations of the Insurance Company

The Insurance Company shall have, besides the rights and obligations defined by the law:

- a) the right to require the Policyholder, the Insured, to submit the necessary documents for arranging travel insurance or for assessing a loss event (in particular proof of the trip, e.g. flight ticket, bus ticket, medical

reports, etc.) and, if applicable, to provide an insurance benefit;

- b) in case of arrangement of travel insurance whose scope of insurance cover does not correspond with the actually performed activities of the Insured (tourist, business, organized sport or hazardous trip) or if the territorial validity of the travel insurance does not match, the right to provide an insurance benefit reduced by the proportion of the received premium to the amount of the matching premium;
- c) the right to reduce the insurance benefit if the Policyholder specified untrue information that affects the amount of the premium at the time of arrangement of the travel insurance;
- d) the right to adequately reduce the insurance benefit if the Policyholder, the Insured, knowingly violates the obligations referred to in Article 11 of these General Insurance Conditions;
- e) if the Policyholder, the Insured or the Beneficiary requests so, the obligation to return to them documents provided by these parties, if it is not necessary to keep their originals as part of the file at the Insurance Company.

### **Article 13** **Transfer of Rights Arising** **from the Travel Insurance**

1. If, due to an impending or actual loss event, the Beneficiary, the Insured or a person who incurs salvage expenses is entitled to a right for damages or other similar rights against another person, such a receivable shall be transferred, along with accessories, security and other associated rights, to the Insurance Company at the time of payment of the insurance benefit, up to the amount of the insurance benefit provided by the Insurance Company to the Beneficiary. This shall not apply if that person's right arises against a person who lives with them in the same household or is dependent on them, unless the insured event has been caused intentionally. While exercising this right, the provisions of Section 2820 of the Act shall apply.
2. When an insurance benefit is paid from the travel insurance, the right of the Insured to the reimbursement of the amount that has been or should have been spent on urgent medical treatment abroad shall be transferred to the Insurance Company, especially from public health insurance.

### **Article 14** **Salvage Costs**

Beyond the framework of the specified insurance claim limit, the Insurance Company shall reimburse reasonably paid salvage costs specified in the Code, but no more than 2% of the insurance claim limit or sub-limit arranged in the Insurance Policy per loss event and no more than CZK 10,000, with the exception of salvage costs spent to save life or the health of persons, in which case the Insurance Company shall reimburse no more than 30% of the sum insured or of the insurance claim limit arranged in the Insurance Policy per loss event.

### **Article 15** **Delivery of Written Documents**

1. Written documents refer to legal acts or notices relating to the insurance, written and signed. They may be in paper or electronic form.
2. The parties shall deliver written documents:
  - a) at the time of personal contact, by delivering and accepting them;
  - b) through a public data network using a data box;
  - c) by means of an accredited certification service provider at an electronic address with a secured electronic signature;
  - d) using a postal service operator, at the postal address of the party specified in the Insurance Policy, demonstrably communicated by the other party after execution of the Insurance Policy or identified in accordance with the law;
  - e) through electronic mail at an electronic address.
3. A written document delivered to a data box shall be deemed as delivered at the time a person with access to the written document, taking into account their authorization, logs into the data box.
4. A written document delivered at an electronic address shall be deemed as delivered on the date of its delivery to the addressee's mail box; should there be any doubt, it shall be deemed to be delivered on the date of its dispatch by the sender.
5. A written document sent to a postal address through a postal service operator shall be deemed as delivered on the date of its actual delivery; should there be any doubt, it shall be deemed as delivered on the third working day after its dispatch and, if sent to an address abroad, on the fifteenth working day after dispatch. Unless agreed otherwise, the type of the written document (e.g. ordinary mail, registered mail, etc.) shall be determined by the sender.
6. The parties shall inform each other without undue delay of changes in any facts relevant for the delive-

ry as well as inform each other of their new postal or electronic address. Such changes shall be effective with respect to the other party as soon as they are communicated. If the sender has reasonable doubt about the accuracy of a postal address, it shall be understood that the postal address is the address known to the sender based on their own search carried out in accordance with the law.

7. If either party violates, without an excusable reason, their obligation to inform the other party of changes or a new postal or electronic address, it shall be deemed to be a practice inhibiting delivery and the written document sent to a postal address shall be deemed as delivered on the third working day after dispatch and, if sent to an address abroad, on the fifteenth working day after dispatch, and a written document sent by the sender to an electronic address shall be deemed as delivered on the date of its dispatch by the sender, even if the addressee has had no opportunity to familiarize themselves with the contents of the document.
8. If the addressee refuses to accept a document delivered to their postal address, the written document shall be deemed to be delivered on the date of refusal of its acceptance because the addressee had an opportunity to familiarize itself with its contents.

### **Article 16** **Form of Legal Acts and Notices**

1. All legal acts and notices applicable to the Insurance shall be made in writing, unless hereinafter stated otherwise.
2. A written form is not required for:
  - a) notification of an insured event;
  - b) notices of change of the Policyholder's or the Insured's first name or surname, change of postal address, electronic address, telephone.
3. Beyond the framework of the legal acts listed in clause 2 of this Article, the Policyholder is also entitled to make, other than in written form, any other legal acts with respect to the Insurance Company that propose a change in the Insurance Policy, propose an agreement to terminate the Insurance or propose another bilateral legal act relating to the Insurance. This proposal of the Policyholder, made other than in writing, shall be deemed to be accepted when the Policyholder is delivered the Insurance Company's affirmative legal act in written form or the Insurance Company's confirmation of acceptance of the Policyholder's proposal in written form.
4. The Policyholder, the Insured and the Beneficiary are also entitled to make any other notices relating to the Insurance, made other than in writing, beyond the framework of the notices specified in clause 2 of this Article. Such notice, other than in written form, shall be deemed to be validly made if the Insurance Company confirms in writing that it has received the notice or if the Insurance Company starts acting in accordance with the notice.
5. Other than written form refers to notices made by phone, at the Insurance Company's phone number specified for this purpose, by means of an electronic form available on the Insurance Company's official webpage or electronically at the Insurance Company's electronic address established for this purpose.
6. A legal act or notice attached to an electronic message in PDF format or another similar format that sufficiently secures its contents against modification shall be considered to be in written form.
7. A legal act relating to the Insurance shall not have any legal consequences arising from common practice in the insurance industry.

### **Article 17** **Information on the Travel Insurance**

Notices of termination of the Insurance Policy, complaints from Policyholders, Insureds and Beneficiaries shall be sent to: Česká pojišťovna a.s., P. O. BOX 305, 601 00 Brno. Complaints shall be settled in writing, unless the Policyholder, the Insured, the Beneficiaries and the Insurance Company agree otherwise. Complaints shall be settled by specialized staff without undue delay. The Policyholders, the Insureds or the Beneficiaries may submit their complaints to the Czech National Bank (Česká národní banka, Na Příkopě 28, 115 03 Prague 1), which is the banking supervisory body.

### **Article 18** **Processing of Personal Data,** **Waiver of Confidentiality, Authorization**

1. Processing of personal data for the purposes of insurance and related activities.

By entering into the Insurance Policy the Policyholder:

  - a) grants consent with the processing of their personal data, including their Birth Number, information on medical condition and other data communicated by the administrator Česká pojišťovna, a.s. and its contractual data processors that meet the

conditions of Act No. 101/2000 Coll., on personal data protection and amending some laws, for the purposes of insurance activities and other activities defined in Act No. 277/2009 Coll., on insurance, as amended, for a period of time necessary to secure the rights and obligations arising from the contractual relationship and for a period of time arising from generally binding legal regulations;

- b) confirms that they have been informed that the provision of personal data to the Insurance Company is voluntary, under the understanding that the Insurance Company is obliged to process these data on the basis of the Code and pursuant to Act No. 253/2008 Coll., on certain measures against money laundering and financing of terrorism, as amended, and other laws, if applicable, the provision of some data, in particular addresses and identification data, is necessary for the execution of the policy as well as for the performance of the rights and obligations arising from it;
  - c) acknowledges that the provision of other personal data, communicated voluntarily, shall be considered to constitute explicit consent to the administration and processing of such personal data;
  - d) confirms that in accordance with Act No. 101/2000 Coll., on personal data protection, as amended, they have been informed of their rights and of the obligations of the administrator, in particular of the right of access to personal data pursuant to Section 12 and the right of correction of personal data and other rights pursuant to Section 21 of the Act;
  - e) grants, for the purposes of communication of electronic contact information, consent to be contacted electronically in matters concerning insurance policies arranged earlier;
  - f) undertakes to report any change in the processed personal data without undue delay.
2. Processing of personal data for commercial and marketing purposes

By entering into the Insurance Policy the Policyholder

- a) grants to the Insurance Company consent to transfer personal data to subjects of the international Generali Group and to cooperating business partners listed on the Insurance Company's webpage for the purposes of providing financial services, offering business and services or for other marketing purposes, for the duration of the liabilities arising from the contractual relationship;
- b) grants consent to be contacted in written, electronic or other form in matters of the insurance relationship or in matters of offers of insurance and related financial services or other marketing communications of the Insurance Company or offers of services and other commercial notices of members of the international Generali Group and cooperating business partners, listed on the Insurance Company's webpage, while using the provided personal data, for the duration of the liabilities arising from the contractual relationship;
- c) notes that the granting of consent to the processing of personal data for commercial and marketing purposes is voluntary and the consent may be withdrawn at any time.

### **3. Waiver of confidentiality, authorization**

By entering into the Insurance Policy the Policyholder

- a) relieves the prosecution authorities, the police and other law enforcement authorities, fire brigades, physicians, healthcare facilities, emergency services and health insurance companies from the obligation of confidentiality in relation to the agreed insurance cover;
- b) authorizes the Insurance Company or a person authorized by it to look into judicial, police, administrative and other official files and make copies and extracts from them in all proceedings conducted in relation to the agreed insurance cover;
- c) authorizes the Insurance Company to look into the documents of other insurance companies in relation to the agreed insurance.

4. The above consents and authorizations shall also apply after the Policyholder's death or, if the Policyholder is a juridical person, termination.

### **Article 19** **Final Provisions**

1. The legal code valid for this travel insurance is the laws and regulations of the Czech Republic.
2. The Insurance Policy shall be governed by the laws of the Czech Republic. Any disputes shall be settled by the general courts of the Czech Republic. The Czech language shall be used for executing the Insurance Policy and communication between the Parties. If an abstract of the basic provisions of the General Insurance Conditions and of the Insurance Policy is provided in another language, the text in the Czech language shall be considered to be the original.
3. The General Insurance Conditions shall become effective as of 1st January 2014.

# Supplementary Insurance Conditions for Travel Insurance DPPCP-O-01/2014

These Supplementary Insurance Conditions (hereinafter referred to as "DPPCP") shall become effective as of 1st January 2014.

## SECTION A MEDICAL EXPENSES INSURANCE

Medical expenses insurance is arranged in the form of claims insurance.

### Article 1 Insured Event

- The insured event shall refer to an injury or an acute illness that occurs abroad during the period of insurance and that requires necessary and urgent medical treatment abroad during the period of insurance. The insured event shall not refer to pregnancy and to related treatment.
- The Insurance Company shall reimburse all necessary and reasonably paid costs of treatment relating to the insured event abroad.
- The insurance shall not replace health care provided form public health insurance and shall only cover necessary and urgent treatment to stabilize the Insured's condition to such an extent that the Insured is able to continue in the trip or be transported back to the Czech Republic.

### Article 2 Scope of Insurance

- In case of an insured event the Insurance Company shall provide an insurance benefit for:
  - medical treatment, i.e. examination and treatment, including the used materials and diagnostic means, to an extent adequate or usual for the specific illness;
  - treatment by a dentist in case of sudden, acute and painful dental conditions treated by extraction or a simple filling (including X-ray) and treatment to provide immediate relief from pain related to the mucous membranes in the oral cavity, up to the insurance claim limit set out in the Insurance Conditions. Dental treatment relating to an accident shall not be limited by the dental treatment limit set out in the Insurance Conditions; it shall be limited by the medical expenses limit arranged in the Insurance Policy;
  - hospitalization, i.e. in a multiple-bed room without any premium furnishings and without premium medical care, as long as necessary;
  - necessary diagnostic tests, treatment, including surgery and anaesthesia; we also provide an insurance benefit for administered medicines and materials used and reimburse the costs of food provided by the hospital, if applicable;
  - medicines prescribed by a physician which correspond to the nature of the illness and are adequate to the length of hospitalization. Nutritional and revitalizing preparations shall not be considered as medicines, even if prescribed by a physician and even if containing medicinal substances; the same shall apply to preparations used as prophylaxis and to addictive substances;
  - justified and, from a medical point of view, necessary:
    - transport to the nearest health care facility (and calling a physician to the patient), if the Insured is not able to be transported by regular means of transport;
    - transport from the physician's office to hospital or from hospital to another specialized hospital, if the patient's condition requires so;
    - transport by helicopter, i.e. transport from the place of injury/illness to the nearest hospital, if the patient's condition requires so;
    - transport from hospital back to the place of residence abroad, if it is not possible to use a public means of transport;
    - transport to the attending physician and back during treatment, approved by the Insurance Company, if it is not possible to use a public means of transport;
    - transport of the Insured to the place of permanent residence or to a hospital in the respective catchment area in the Czech Republic after the necessary hospitalization or treatment abroad, as the case may require, if the Insured is not able, due to the insured event, to return using the originally planned means of transport. If, after the treatment is finished, it is not possible to secure the transport of the Insured immediately, it is possible to reimburse the necessary costs of accommodation and food until the date of transport. The Insurance Company shall decide on the date, method and arrangement of transport, subject to

consultations and agreement with the attending physician;

- transport of the remains of the Insured who has died as a result of an insured event to the Czech Republic. The costs on cremation abroad and transport of the funeral urn to the Czech Republic can be reimbursed if the method and arrangement of transport is decided by the Insurance Company;
  - transport of the Insured or their remains outside the territory of the Czech Republic. The Insurance Company shall decide on the dates, method and arrangement of transport outside the territory of the Czech Republic. The costs of this transport shall be reimbursed up to the amount of average costs of transport to the Czech Republic. The average costs shall be determined by the Insurance Company.
  - payment of costs of searching and tracing operations (technical intervention) by mountain rescue professionals on the territory assigned to them, on condition that the Insured has followed the instructions of the mountain rescue service, observed warning, informative and other devices related to the safety of persons in the mountains, behaved so as not to threaten their life, health and property or the life, health and property of other persons. The Insurance Company shall pay the costs related to the technical intervention of mountain rescue professionals within the insurance claim limit, but no more than the insurance claim sub-limit stipulated in these Insurance Conditions.
- The suitability of the paid costs shall be decided by the Insurance Company's physician.
  - By derogation from Article 10(i) of the VPPCP-O conditions, the Insurance Company shall provide an insurance benefit also in case of an insured event that occurs as a result of acts of terrorism provided, however, that the Insured has not participated in them in any way, and in case of an insured event that occurs as a result of a natural disaster.

### Article 3 Limits of Insurance Benefits

- The upper limit of insurance benefits shall be equal to the insurance claim limit stipulated in the Insurance Policy and limited by the insurance claim sub-limit stipulated in Article 3(3) of these DPPCP conditions.
- In case of an acute, life-threatening worsening of a chronic illness, the Insurance Company shall provide an insurance benefit to the extent of the necessary, immediate medical treatment or hospitalization (or shall provide for repatriation), up to the maximum amount of CZK 100,000.
- Individual sub-limits for medical expenses insurance:

medical expenses (basic limit)	CZK 3,000,000/6,000,000, stipulated in the Insurance Policy
hospital or outpatient treatment	up to the basic limit stipulated in the Insurance Policy
hospitalization	up to the basic limit stipulated in the Insurance Policy
transport	up to the basic limit stipulated in the Insurance Policy
repatriation	up to the basic limit stipulated in the Insurance Policy
dental treatment	CZK 20,000 per insured event within a single Insurance Policy
costs of production of orthoses	CZK 20,000
repair of dentures	CZK 2,000
called carer – transport, accommodation, food	max. CZK 30,000 CZK 3,000 a day
transport costs, if travel documents are lost or destroyed	CZK 5,000
missing departure – transport costs	CZK 5,000
costs, if departure is delayed	CZK 5,000
compensation for delay on the part of the Insured in case of hijacked plane	max. CZK 20,000 CZK 5,000 a day
mediation of financial assistance	CZK 100,000
mountain intervention services	CZK 500,000

## Article 4

### Exclusions from Insurance

- Besides the general exclusions from the insurance listed in Article 10 of the VPPCP-O conditions, the Insurance Company shall not provide an insurance benefit in the following cases:
  - if the Insured suffers from an injury in connection with the intentional participation in any type of sport, as a participant in organized competitions, including practice, or any professional sport activity of any type, or if the Insured takes part in any type of hazardous or extreme activity, unless the Insurance Policy specifies otherwise;
  - in case of any complications during a high risk pregnancy or any complications arising after week 26 of a pregnancy, or in case of a planned abortion;
  - if the medical treatment is associated with the treatment of a chronic disease or continues in the treatment of a disease or injury that occurred before the commencement of the insurance. Chronic disease shall refer to an illness which existed on the commencement date of the insurance or occurs or continues to exist between trips and because of which the Insured was hospitalized in the course of 12 months prior to the commencement of the insurance or the original health condition or the mode of treatment changes:
    - if, however, a chronic disease worsens acutely in a life-threatening way, the Insurance Company shall provide an insurance benefit for any immediate necessary medical attention or hospitalization in the scope and under the conditions set out in these Insurance Conditions;
    - the Insurance Company shall reimburse the necessary medical treatment in case of acute worsening of a stabilized chronic disease. Stabilized chronic disease shall refer to such an illness that existed on the commencement date of the insurance, but for which the Insured was not hospitalized and acutely treated due to a worsening of the chronic disease or occurrence of complications concomitant to the disease in the course of 12 months prior to the arranged insurance. Stabilized chronic disease shall also refer to an illness whereby the original health condition and the mode of treatment have not changed, the Insured has not been incapacitated for work, has not been referred for another examination (except for a follow-up or preventive check) and has not been waiting for the results of previous examinations and their condition did not imply that a physician would have to be sought during the trip.
  - if the trip is taken for the purposes of treatment or continued treatment or if the trip is taken regardless of the physician's disapproval and against their recommendation or if the client is incapacitated for work at the time of the trip;
  - if procedures shall be provided outside the health care facility (hospital) by someone other than authorized medical staff or in case of treatment that is not scientifically or medically recognized, and in case of treatment administered directly by the Insured or a member of their family;
  - in case of rehabilitation, physiotherapy, spa therapy, chiropractic procedures, podiatric treatment, training therapy or training in self-sufficiency, homeopathic treatment, supportive treatment;
  - in case of preventive examinations, follow-up and medical examinations and treatments unrelated to an acute illness or injury;
  - in case of costs for the purchase and production of medical aids, especially prostheses (orthopaedic, dental), glasses, contact lenses, hearing aids and orthoses. that shall not apply to basic and simple designs of orthoses and simple repairs of dentures; the insurance benefit shall be provided on the basis of an assessment by the Insurance Company's physician up to the limit set out in Article 3(1) of this Section;
    - in case of costs due to damage to medical aids;
    - unless the Insurance Company (assistance services) is informed about hospitalization immediately after admission to a hospital, except for cases where such an obligation could not be met for objective reasons;
    - if the Insured refuses relocation, as ordered by the physician of the Insurance Company (assistance services) and approved by the attending physician in the place of the current treatment of the Insured, to another health care facility abroad or transfer from abroad to a place of residence in the

Czech Republic and this procedure is acceptable from a medical point of view;

- l) if the treatment is not crucial from a medical point of view or where the treatment of such illnesses and health conditions, when medical care is appropriate, useful and necessary, but can be postponed and provided after returning from abroad;
- m) in case of organ transplants, treatment of haemophilia, insulin therapy, except for first aid, chronic haemodialysis and administration of medicines initiated in the Czech Republic;
- n) in case of costs incurred after the completion of pre-arranged transportation of the Insured to the Czech Republic;
- o) in case of wilful exposure to danger, damage to health, suicide, attempted suicide or failure to comply with the physician's instructions, regardless of the Insured's mental condition;
- p) if the insured event occurs due to a violation of applicable laws or regulations in the visited country, such as driving a motor vehicle without a driving license, the performance of any activities in a prohibited or non-recommended area, the performance of work without a proper license or permit and without compliance with protective measures usually necessary for the performance of such an activity etc.;
- q) in case of insured events that occur in relation to the use or being under influence of alcohol, narcotics and other intoxicating substances or due to the abuse of medical drugs and, if applicable, in relation to withdrawal symptoms for such substances or the mental illness or mental disorder of the Insured;
- r) in case of costs associated with endodontic treatment.

2. The Insurance Company is not obliged to provide an insurance benefit if the Insured refuses to relieve the attending physician from confidentiality obligations towards the Insurance Company and as a result the Insurance Company cannot finish the investigation necessary to determine the scope of its obligation to provide an insurance benefit or if the Insured revokes their consent to relieve the attending physician from the confidentiality obligations towards the Insurance Company, or if the Insured makes it impossible for the Insurance Company to establish communication between the attending physician and the Insurance Company's physician.
3. The Insurance shall not give rise to the right to an insurance benefit for indirect damages of all types (e.g. lost income, lost profit) and for incidental expenses (e.g. express fees of any kind, re-booking of flight tickets without the Insurance Company's approval, phone calls, Internet connections, postal services, etc.).

#### Article 5 Insurance Benefit

1. Unless agreed otherwise, the reimbursement of the necessary costs of treatment shall be provided directly by the Insurance Company on behalf of the Insured through the assistance services.
2. If there are more Insureds within a single Insurance Policy, the insurance claim limit shall apply to each Insured.
3. The insurance claim limit shall apply to a single insured event and the number of insured events per trip abroad is not limited.
4. If the Insured is requested to pay in cash, the Insurance Company shall decide on the insurance benefit on the basis of the following documents:
  - a) duly completed form of the Insurance Company entitled "Insured Event Report - Medical Expenses Insurance";
  - b) original receipts and invoices for medical treatment, medicines and transport - if the original has been presented to another person for reimbursement, a copy of such a receipt will suffice if another entity notes down their payments on it;
  - c) medical reports on the diagnosis, executed procedures and prescribed medicines;
  - d) police record in case of injury due to a traffic accident or in case of an event investigated by the police;
  - e) other documents requested by the Insurance Company to assess the claim.
5. If an insurance benefit is to be provided in the currency in use on the territory of the Czech Republic, the amount of the costs specified in a foreign currency shall be converted to the local currency using the valid foreign exchange rate declared by the Czech National Bank on the day on which the receipt or invoice for the provided services is issued.
6. If a deductible is arranged in the Insurance Policy, the Insurance Company shall deduct it from the insurance benefit for every insured event.

7. All fees related to the dispatch of an insurance benefit to the Insured abroad shall be deducted from the insurance benefit.

#### Article 6 Obligations of the Insured

In addition to the obligations stipulated in Article 11 of the VPPCP-O conditions, the Insured shall:

1. Undergo the necessary vaccinations before each trip to exotic countries.
2. Always in case of an injury or an acute illness:
  - a) contact the assistance services of the Insurance Company without undue delay, either in person (if the health condition allows) or through the attending physician or a fellow traveller, if objectively possible, and to follow their instructions;
  - b) it is necessary to seek medical assistance without undue delay, if it is not possible to proceed as stipulated in letter (a) of this clause.
3. Upon request of the Insurance Company, relieve the attending physician from confidentiality obligations and make it possible for the Insurance Company's physician to obtain a report from the medical documentation, and to undergo an examination by the Insurance Company's authorized physician.
4. Agree in advance on the transport specified in Article 2(1)(f) to (i), except for letters (fa) and (fc) of this Section with the Insurance Company's assistance services and proceed as instructed by them.

#### Article 7 Interpretative Provisions

For the purposes of this insurance the following interpretations shall apply:

**Mountain rescue service** shall refer to the reimbursement of costs associated with a technical intervention by the mountain rescue service.

**Acute illness** shall refer to a sudden failure of the Insured's health which arises or occurs during the period of insurance and which, by its nature, directly threatens the life or health of the Insured independently of their will and requires necessary and immediate treatment. Acute illness shall not include a health disorder whose treatment was initiated before the commencement of the insurance. Acute illness shall not include a health disorder that manifested itself before the commencement of the insurance, even if not medically examined or treated. Pregnancy shall not be deemed to constitute an acute illness.

**Hospital** shall refer to a health care facility authorized to perform medical practice, which provides basic or specialized diagnostic and therapeutic care for inpatients and outpatients.

**Necessary and reasonably paid costs of treatment** shall refer to the costs required for the necessary treatment of an injury or an acute illness, performed by a physician, including directly related diagnostic procedures prescribed by the physician, which are usual, appropriate and adequate, and the costs of food during hospitalization, the necessary medicines as well as the required transport or relocation.

**Necessary and urgent treatment** shall refer to the treatment of acute conditions where medical care must be provided immediately or very soon because any delay thereof could severely damage the patient's health, threaten their life or cause their death.

**Insured event** for medical expenses insurance shall refer to an injury or an illness that occurs during the period of insurance and requires immediate medical intervention or treatment.

**Loss event** shall refer to an event that results in damages or losses and that could give rise to the right to an insurance benefit.

**Injury** shall refer to the unexpected and sudden effect of external forces or bodily force independently of the Insured's will, which occurs during the period of insurance and results in damage to the Insured's health or the Insured's death.

#### SECTION B ASSISTANCE SERVICES

Assistance service insurance is arranged in the form of claims insurance.

#### Article 1 Assistance Services

1. The Insurance Company's assistance services provide assistance to Insureds abroad in case of events that occur with respect to all types of insurance arranged in the Insurance Policy.
2. Assistance provided by the assistance services in case of events under the medical expenses insurance shall refer to:
  - a) assistance in the event of outpatient treatment;
  - b) assistance in the event of hospitalization;
  - c) arrangements for repatriation of the Insured;
  - d) arrangements for repatriation of the Insured's remains.

3. Assistance services shall arrange the presentation of all payment guarantees to the service provider or shall pay directly if the insured event is reported duly and in time and qualifies for an insurance benefit in accordance with the VPPCP-O and DPPCP conditions.

4. Insurance claim limits and sub-limits for individual actions by the assistance services are set out in Section A(3) of these DPPCP conditions.

#### Article 2 Guardian for the Insured's Hospitalization

1. In case of the Insured's hospitalization, and unless otherwise arranged in the Insurance Policy, the Insurance Company shall pay the reasonable costs of transport up to the limit and sub-limit set out in Section A(3) of these DPPCP conditions:

- a) to the accompanying guardian, which for the purposes of this insurance refers to the person who stays on site with the hospitalized Insured to look after them during transport back to the Czech Republic or to the country of the Insured's permanent residence;
- b) to the called-in guardian, which for the purposes of this insurance refers to the person who looks after the Insured during transport back to the Czech Republic or to the country of the Insured's permanent residence, or who looks after a child under 18 years of age that remains unattended after the hospitalization of its parents or of another adult person travelling with the child;
- c) to a family member (indicated by the Insured), which for the purposes of this insurance refers to the person who visits the Insured if the Insured's hospitalization takes more than 5 days and their health condition does not allow their transport to the Czech Republic or to the country of their permanent residence.

2. If, due to the extension of the accompanying guardian's stay abroad, the period of insurance arranged with Česká pojišťovna is exceeded, the accompanying guardian shall be insured under the medical expenses insurance for the subsequent 3 days.

3. Adequate costs of transport shall refer to the costs of accommodation and food for no more than the Insured's hospitalization and the costs of acquisition of a flight ticket in Economy class, a railway and bus ticket in second class, or the costs of fuel for a passenger car, as the case may require. The decision to reimburse the reasonable costs of transport shall rest with the Insurance Company or the assistance services, taking into consideration all circumstances of the situation, in particular the Insured's health condition.

#### Article 3 Other Services

1. Unless the Insurance Policy specifies otherwise, the Insurance Company:
  - a) shall reimburse the Insured's reasonable costs of transport from the place of stay abroad to the nearest diplomatic mission and back in case of loss or destruction of travel documents during an insured event covered by the insurance;
  - b) shall arrange financial assistance for the Insured with respect to the insured event provided that a corresponding fee in CZK is deposited with the Insurance Company's assistance services in the Czech Republic;
  - c) shall reimburse any extra costs of transport in Economy class to a place from which it is possible to continue in the trip based on the original schedule if the Insured misses the departure of a public means of transport that should have taken them across the border of the Czech Republic on their departure, due to:
    - ca) a traffic accident of the motor vehicle or train that carries the Insured to the place of departure;
    - cb) cancellation or shortening of public transport lines due to a strike that has not been announced in advance;
    - cc) a natural disaster;
  - d) shall reimburse the reasonable costs of refreshment and other necessary costs, if applicable, related to the forced stay of the Insured in case of delayed departure of a public means of transport that should have taken the Insured across the border of the Czech Republic upon their departure from the Czech Republic abroad, provided that such delay takes more than 6 hours;
  - e) shall provide the Insured with compensation for delay due to the hijacking of the plane used by the Insured during their foreign trip.
2. The costs set out in clause 1(c) to (e) of this Article shall be reimbursed by the Insurance Company on condition of presentation of written confirmation from the carrier with regards to the missed departure, a police report on the traffic accident, written confirmation from the public carrier on the reasons and

length of cancellation or shortening of the respective public transport lines, official confirmation of a natural disaster, unused tickets and travel documents for an alternative means of transport or the carrier's confirmation of the plane's hijack and the time of delay.

#### Article 4 Obligations of the Insured

The Insured shall approve the provision of the assistance services as specified in Articles 2 and 3(1)(a) to (d) of this Section with the Insurance Company's assistance services in advance and follow their instructions.

#### Article 5 Refusal of Insurance Benefits

If the Insured or the Beneficiary does not contact the Insurance Company's assistance services or fails to follow their instructions where these Insurance Conditions and the Insurance Policy require them to do so, the Insurance Company is entitled to refuse to provide any insurance benefit and, if applicable, to terminate assistance services.

### SECTION C ACCIDENT INSURANCE

Accident insurance is arranged in the form of fixed sum insurance.

**Valuation tables** shall refer to tables for the evaluation of bodily damage under accident insurance, used by the Insurance Company to determine the amount of the insurance benefit under accident insurance.

If the travel insurance incorporates supplementary accident insurance for the case of accidental death, it is not allowed to arrange an Insurance Policy to the benefit of the Beneficiary.

The Insured's consent can be granted until the insured event.

In case of an insured event consisting in the Insured's accidental death, the persons indicated in Section 2831 of the Code shall be entitled to the insurance benefit.

#### Article 1 Insured Event

1. The insurance shall cover events that occur during the period of insurance on a trip and stay. Unless arranged otherwise in the Insurance Policy, the insurance shall also cover the Insured's injuries that occur during any activity, with the exception of the activities listed in Article 4 of this Section.
2. Under accident insurance the insured event shall refer to the Insured's injury.

Injury shall refer to the unexpected and sudden effect of external forces or bodily force independently of the Insured's will, which occurs during the period of insurance and results in damage to the Insured's health or the Insured's death. For the purposes of accident insurance, damage to health shall refer to the bodily damage specified in the Insurance Company's valuation tables.

3. The Insurance Company shall also provide an insurance benefit for damage to the Insured's health due to:
  - a) an illness occurring solely due to an injury;
  - b) the worsening of the consequences of an injury as a result of an illness which the Insured suffered from before the injury;
  - c) local suppuration when infectious germs penetrate an open wound caused by an injury and tetanus infection during an injury;
  - d) diagnostic, therapeutic and preventive procedures executed to treat the consequences of an injury.

#### Article 2 Scope of Insurance

1. The Insurance Company shall provide an insurance benefit under accident insurance:
  - for the time of necessary treatment of an injury;
  - for the permanent consequences of an injury;
  - for death as a result of an injury.
2. The applicability of the insurance to all of the listed types of insurance benefits or to only some of them shall be determined on the basis of the specific contents of the Insurance Policy.

#### Article 3 Limits of Insurance Benefits

The Insurance Company is entitled to determine the maximum and minimum sums insured for which the Insurance can be arranged for individual accident insurance rates and types of insurance benefits.

#### Article 4 Exclusions from Insurance

1. The insured event shall not refer to:
  - a) retinal detachment; occurrence and worsening of hernia, tumours of all kinds and origins, aseptic inflammations of tendon sheaths, muscle

tendons, bursae, inflammation of the synovial membrane of the joint (synovitis), inflammatory or post-stress impairment of muscle tendons (epicondylitis), such as tennis elbow; spinal disc herniation and related problems, including pain originating from degenerative changes in the spine (vertebral algic syndromes); psychological damage. Exclusions shall also apply if such problems are caused by an injury;

- b) an infectious disease transmitted due to an injury, and an occupational disease;
  - c) any consequence of diagnostic, therapeutic and preventive procedures not performed to treat the consequences of an injury;
  - d) if, due to an injury, an illness worsens or is initiated, including the worsening or manifestation of complications originating from degenerative changes;
  - e) suicide, attempted suicide or deliberate self-harm.
2. The Insurance Company shall not provide an insurance benefit for insured events that occur:
    - a) in connection with driving a motor vehicle during automobile and motorcycle races and preparations for them, even if the Insured participates in such races or preparations as a co-pilot, unless the Insurance Policy specifies otherwise;
    - b) if the Insured acts as the pilot or another member of a plane crew, except where the Insured acts within the framework of their occupation on board an airline company's aircraft for passenger or cargo transport; while flying motorless aircraft, gliders with an auxiliary motor and ultralight aircraft, during hang-gliding, paragliding and ballooning, parachuting and parachute flights from aircraft as well as from elevated places;
    - c) during rock climbing, during hunting involving horse riding, diving into a depth of over 30 metres and during extreme, adrenaline sports, such as canyoning, sky-surfing, sky-bungee, bungee-jumping, shark-diving, mega-diving, rocket-bungee, heli-skiing (biking), rafting, black water rafting, etc., unless the Insurance Policy specifies otherwise;
    - d) due to or in relation to driving a motor vehicle, for which the Insured had no driving license at the time of occurrence of an insured event.
  3. If the Insured dies before reaching 3 years of age.

#### Article 5 Insurance Benefit

1. The Insurance Company shall provide a lump-sum insurance benefit under the insurance, payable in the Czech Republic and in the Czech currency.
2. The Insurance Company shall not bear the costs related to the Insured's trip abroad and back to determine the scope of the Insurance Company's obligation to provide an insurance benefit.
3. The Insurance Company shall not bear the costs of a trip abroad and back arising in connection with Insured's injury.

#### Article 6 Determination of the Insurance Benefit

1. The amount of the insurance benefit for the time of necessary treatment of bodily damage caused by an injury and for the permanent consequences of an injury shall be determined by the Insurance Company on the basis of the principles stipulated in Articles 7, 8 and 9 of this Section, the conversion table and valuation tables for evaluating bodily damages under the accident insurance (hereinafter referred to as "Valuation Tables").
2. The amount of the insurance benefit shall be determined by the Insurance Company on the basis of the Valuation Tables valid on the execution date of the Insurance Policy.
3. The amount of the insurance benefit for accidental death shall be determined by the Insurance Company on the basis of the principles specified in Article 9 of this Section and the agreed sum insured.

#### Article 7 Insurance Benefit for the Time of Necessary Treatment of an Injury

##### A. Insurance benefit for the time of necessary treatment in %

1. If the Insured is injured and the time usually required to cure or stabilize the bodily damage due to the injury based on the latest scientific advances (hereinafter referred to as the "Average Time of Necessary Treatment") is longer than four weeks, the Insurance Company shall pay a percentage of the sum insured corresponding to the percentage stipulated in Valuation Table A for the Average Time of Necessary Treatment for such bodily damage.
2. In the cases stated in clause 3 of this Article the Insurance Company shall provide an insurance benefit

on the basis of the number of days of necessary treatment which is adequate to the nature and scope of the bodily damage (hereinafter referred to as the "Adequate Time of Necessary Treatment"). The insurance benefit for the Adequate Time of Necessary Treatment of bodily damage caused by an injury shall be determined by the Insurance Company as a percentage of the sum insured corresponding to the percentage of the Adequate Time of Necessary Treatment in the Conversion Table.

3. The Insurance Company shall provide an insurance benefit based on the Adequate Time of Necessary Treatment if that time exceeds the time of necessary treatment of the bodily damage caused by an injury as such, namely:
  - a) in the case specified in Article 1(3)(a), (b) and (d) of this Section, by more than four weeks;
  - b) for the Insured's overall health condition which is not considered an illness by nature, by more than four weeks.
4. If Valuation Table A specifies a percentage range, the Insurance Company shall determine the amount of the insurance benefit based on the Conversion Table so that, within the specified range, the insurance benefit corresponds to the nature and scope of the bodily damage caused by the injury.
5. The time of necessary treatment shall not include the time during which the Insured undergoes occasional medical checks and the time of rehabilitation aimed at alleviating pain, without any subsequent adjustment of the health condition.
6. If the Insured incurs multiple bodily damages due to a single injury, the Insurance Company shall pay an insurance benefit only for the time of necessary treatment of the bodily damage which is assigned the highest percentage.
7. The Insurance Company shall provide an insurance benefit for the Average Time of Necessary Treatment or the Adequate Time of Necessary Treatment, as the case may be, only up to a period of one year.
8. If the Insured dies within one month of the injury, the right to an insurance benefit for the time of necessary treatment shall not apply.
9. The right to an insurance benefit for the time of necessary treatment of the injury, determined as a percentage, shall inure to the Insured.

##### B. Insurance benefit for the time of necessary treatment in days

1. If the Insured is injured and the time usually required to cure or stabilize the bodily damage due to the injury based on the latest scientific advances is longer than four weeks, the Insurance Company shall pay a daily insurance benefit for each day of the time of necessary treatment up to the maximum number of days corresponding to the specific bodily damage, as stipulated in the daily benefits part of Valuation Table A.
2. The Insurance Company shall pay the daily insurance benefits cumulatively depending on the time of necessary treatment of the bodily damage due to an injury, multiplied by the applicable conversion coefficient, as follows:

Time of necessary treatment	Conversion coefficient
From day 1 to day 28 (inclusive)	0.5
From day 29 to day 120 (inclusive)	1
From day 121 to day 240 (inclusive)	1.5
From day 241 to day 365 (inclusive)	2

3. In the cases stated in clause 2 hereof the Insurance Company shall provide an insurance benefit on the basis of the number of days of necessary treatment which is adequate to the nature and scope of the bodily damage (hereinafter referred to as the "Adequate Time of Necessary Treatment"). The insurance benefit for the Adequate Time of Necessary Treatment of bodily damage caused by an injury shall be determined by the Insurance Company with respect to the number of days of the Adequate Time of Necessary Treatment.
4. Where the time of necessary treatment is extended as a result of the bodily damages listed in Article 1(3)(a), (b), (d) of this Section or for the Insured's overall health that does not constitute an illness by nature, the Insurance Company shall provide an insurance benefit even for the days of necessary treatment by which the Adequate Time of Necessary Treatment does not exceed 20% of the maximum number of days stipulated for individual bodily damages in the daily benefits part of Valuation Table A.
5. The Insurance Company is not obliged to provide a daily insurance benefit for the days under the Adequate Time of Necessary Treatment by which this time of necessary treatment of the bodily damage due to an injury as such exceeds the maximum number of days specified for individual bodily damages in the daily benefits part of Valuation Table A.
6. The time of necessary treatment shall not include the time during which the Insured undergoes occa-

sional medical checks and the time of rehabilitation aimed at alleviating pain, without any subsequent adjustment of the health condition.

7. If the Insured incurs multiple bodily damages due to a single injury, the Insurance Company shall pay a daily insurance benefit only for the time of necessary treatment of the bodily damage which is assigned the highest number of days in Valuation Table A.
8. The Insurance Company shall provide a daily insurance benefit for the time of necessary treatment for no longer than one year.
9. If the Insured dies within one month of the injury, the right to an insurance benefit for the time of necessary treatment shall not apply.
10. The right to an insurance benefit for the time of necessary treatment in days shall inure to the Insured.

#### **Article 8 Insurance Benefit for Permanent Consequences of an Injury**

1. If an injury leaves the Insured with permanent consequences, the Insurance Company shall pay a percentage of the sum insured corresponding to the percentage of the scope of permanent consequences after their stabilization for individual bodily damages in Valuation Table B and, if the consequences are not stabilized within three years of the date of injury, to the percentage of their condition at the end of this period. If Valuation Table B specifies a percentage range, the Insurance Company shall determine the amount of the insurance benefit so that, within the specified range, the insurance benefit corresponds to the nature and scope of the bodily damage caused by the injury.
2. If the Insurance Company cannot provide an insurance benefit under the previous clause because the permanent consequences of the injury are not stabilized within six months of the date of injury, but their minimum scope is already known, the Insurance Company shall provide an adequate advance at the request of the Insured.
3. If the permanent consequences involve a part of the body or organ damaged before the injury, the Insurance Company shall reduce the insurance benefit for permanent consequences by a percentage corresponding to the percentage of the previous damage, also assessed on the basis of Valuation Table B.
4. If a single injury results in multiple permanent consequences to the Insured, the Insurance Company shall evaluate the overall permanent consequences as a sum total of all percentages for the individual consequences, but no more than 100 %.
5. If the individual consequences of a single or multiple injuries involve the same limb, organ or part thereof, the Insurance Company shall evaluate them as a whole, but the percentage shall not be higher than the percentage stipulated in Valuation Table B for an anatomic or functional loss of the respective limb, organ or part thereof.
6. If the Insured dies before the insurance benefit for permanent consequences is provided, but not as a result of the injury concerned, the Insurance Company shall pay to the Insured's heirs an amount corresponding to the scope of permanent consequences of the Insured's injury at the time of death, such amount not exceeding the corresponding sum insured as arranged for the case of accidental death.
7. The right to an insurance benefit for permanent consequences of an injury shall inure to the Insured.

#### **Article 9 Insurance Benefit for Accidental Death**

1. If the injury results in the Insured's death that occurs no later than within one year of the date of injury, the Insurance Company shall pay the sum insured for the event of accidental death.
2. The persons specified pursuant to Section 2831 of the Code are entitled to the insurance benefit.
3. However, if the Insured dies due to consequences of an injury and the Insurance Company has already provided an insurance benefit for permanent consequences of the specific injury, the Insurance Company shall only pay the difference between the sum insured for the event of accidental death and the sum already paid, if any.

#### **Article 10 Obligations of the Insured and the Beneficiary**

1. It is an obligation of the Insured to seek medical treatment without undue delay after an injury, to follow the instructions of the physician and, if the Insurance Company requests so, to undergo an examination by a physician appointed by the Insurance Company, at their own expense. In case of late treatment that has affected the length of the treatment and the scope

of permanent consequences, the Insurance Company is entitled to provide an insurance benefit only for the demonstrated time of treatment based on a fixed percentage of the item concerned, and no more than for the maximum number of days specified for the item concerned in case of daily insurance benefits, and to reduce the insurance benefit for permanent consequences adequately.

2. If in doubt, the Insured shall demonstrate that the injury has occurred.
3. If the Insured requests a follow-up examination, they shall bear the costs thereof. If, based on the follow-up examination, the Insurance Company provides another insurance benefit, the Insurance Company shall reimburse the costs of the follow-up examination to the Insured.
4. For the evaluation of permanent consequences, the Insured shall present an ID card or another valid proof of identity.
5. At the time of settlement of an insured event, the Insured or the Beneficiary shall submit the documents requested by the Insurance Company in the Czech language.

#### **Article 11 Authorizations of the Insurance Company**

1. The Insurance Company is entitled to require data on the Insured's health condition and examination of their health condition or the causes of their death, if there are reasons for this that concern the determination of the level of insurable risk, the amount of the premium and the investigation of the insured event, if the Insured grants their approval to the Insurance Company to do so. The examination of the health condition or the causes of death shall be carried out on the basis of reports and medical documentation requested by a health care facility authorized by the Insurance Company from the attending physicians and, if needed, also on the basis of a medical inspection or examination performed by the health care facility.
2. The Insured and the Policyholder grant their permission for the identification and review of their health condition upon signing or executing the Insurance Policy. The permission granted for the identification and review of the health condition of a person incompetent to perform legal acts shall be granted by their legal representative or guardian by signing the Insurance Policy.
3. The facts learned by the Insurance Company while examining the health condition shall only be used for the Insurance Company's purposes.

### **SECTION D LIABILITY INSURANCE**

Liability insurance is arranged in the form of claims insurance.

#### **Article 1 Insured Event**

1. The insured event shall refer to the occurrence of the Insured's obligation to reimburse damages or losses in case of bodily damage or death in connection with a trip or stay abroad, which occurs during the period of insurance and which is associated with the Insurance Company's obligation to provide an insurance benefit.
2. If the compensation of such damages or losses due to bodily injury or death is subject to a decision by a competent authority, the loss event shall be deemed to have occurred on the effective date of the competent authority's decision. In that case the Insurance Company shall provide an insurance benefit to the extent arranged as on the date of the loss event.

#### **Article 2 Scope of Insurance**

1. The Insurance shall be arranged for the case of the Insured's statutory obligation to provide compensation for:
  - a) damage caused to another person in case of bodily damage or death;
  - b) loss caused to another person in the form of damage or destruction of tangible property owned or used by that person or possessed by the person for any other legal title;
  - c) financial loss.
2. The right to an insurance benefit shall only arise if bodily damage or death, damage or destruction of tangible property or financial losses occur during the period of insurance, in relation to legal arrangements, legitimately performed activities of the Insured or characteristics of the thing stipulated in the Insurance Conditions or the Insurance Policy and on the territory defined in the Insurance Policy.

The right to an insurance benefit in case of financial loss shall only arise if an act or negligence occurs du-

ring the period of insurance that results in the loss. The Insurance Policy can specify other conditions for the inception of the right to an insurance benefit.

3. In case of bodily damage due to an injury, the occurrence of an injury shall refer to the time of short-term, sudden and violent impact of external forces or effects resulting in damage to health. The occurrence of other bodily damage shall refer to the time established in a medical report as the time of occurrence of other bodily damage. If another person dies due to an injury or other bodily damage, the time of the injury or other bodily damage that has resulted in the death shall be crucial for the establishment of the right to an insurance benefit.
4. The insurance shall cover the Insured's obligation to reimburse damages and, if applicable, other bodily damage in case of an injury, other bodily damage or death incurred during normal activities in everyday life, in particular:
  - a) within the framework of household management or incurred due to the operation of household equipment;
  - b) during recreation and entertainment;
  - c) during recreational sports or sports exercised for health reasons, with the exception of damage caused to the participants of team sports;
  - d) as a pedestrian or cyclist or while riding a horse;
  - e) as the owner or guardian of pets and small livestock normally kept in households in the Czech Republic for company or for the purposes of the family;
  - f) during working activities, unless the insurance thereof is excluded in the Insurance Conditions or the Insurance Policy;
  - g) by the owner, operator or user of a non-motorized vessel (including windsurfing), which is not subject to registration with the State Navigation Administration, even if the damage occurs during races, sporting events and demonstrations of all kinds, as well as during preparations for them.

#### **Article 3 Limit of Insurance Benefits, Insurance Claim Limits**

1. The upper limit of the insurance benefits shall be the insurance claim limit. The insurance claim limit shall be arranged in the Insurance Policy.
2. The total insurance benefit from a single loss event shall not exceed the insurance claim limit specified in the Insurance Policy. This shall also apply to the sum of all insurance benefits from multiple time-related events arising, directly or indirectly, from the same source, cause, event, circumstance, defect or other hazard (hereinafter referred to as "Mass Loss Event"). The occurrence of the first loss event in a series of events shall be considered to constitute the occurrence of a mass loss event.
3. As part of the insurance claim limit, individual insurance claim sub-limits can be specified for the arranged insurable risks in the Insurance Policy. The insurance benefit arising from a single Loss Event, provided due to an insurable risk limited by a sub-limit, shall not exceed this specified sub-limit. This shall also apply to mass loss events.
4. The total insurance benefit provided by the Insurance Company due to loss events occurring over a period of twelve consecutive months from the inception of the Insurance or its anniversary date or during a determinate period of time for which the insurance is arranged shall not exceed twice the insurance claim limit or sub-limit stipulated in the Insurance Policy for the arranged insurable risks.

#### **Article 4 Exclusions from Insurance**

1. In addition to the general exclusions from the insurance referred to in Article 10 of the VPPCP-O conditions, the insurance shall not cover the Insured's obligation to reimburse damages or losses:
  - a) accepted beyond the framework defined by legal regulations or accepted in the Policy;
  - b) caused intentionally or by gross negligence;
  - c) caused to things loaned or hired to the Insured or used or possessed by the Insured for any other reason;
  - d) incurred to things which the Insured delivered to another person, if the cause of the damage is that the delivered things were defective, or to things on which the Insured carried out ordered, commissioned or other requested activities, if the cause of the damage is that the activity was executed defectively;
  - e) incurred to things which the Insured accepted for processing, repairs, modifications, sales, custody, storage or provision of technical or other assistance;
  - f) incurred to things that the Insured carries using a means of transport operated on their own account;

- g) incurred by damaging or destroying records on audio, visual and data carriers;
- h) incurred to meadows, trees, garden, field and forest vegetation, caused by grazing or wild animals;
- i) incurred in connection with the performance of business or other gainful activities;
- j) incurred while performing working assignments in employment or in direct connection therewith, as well as while performing the obligations of a cooperative member;
- k) incurred while exercising hunting rights;
- l) incurred as a result of active, competitive participation in races, including horse races, or sporting events of all kinds, as well as their preparation;
- m) incurred due to the use of vehicles, aircraft or vessels;
- n) to the extent of the right to an insurance benefit arising from the liability insurance in case of an occupational injury or disease;
- o) incurred in relation to activities for which Czech legal regulations establish the obligation to arrange liability insurance;
- p) incurred by the introduction or propagation of an infectious disease among humans, animals or plants, by the transmission of the HIV virus;
- q) incurred by genetically modified organisms or toxic moulds or manifested by genetic changes in the organism;
- r) incurred to things or financial loss caused due to the gradual dripping or leakage of oils, petroleum or other fluids from containers or reservoirs or due to the gradual effects of temperature, gases, vapours, humidity, sediments (fly ash, smoke, rust, dust, etc.), due to radiation of all types, wastes of all types, formation of fungi, soil settlement or landslide, shocks due to demolition works, or due to deluges caused by static or flowing water;
- s) incurred to the environment or consisting in environmental damage;
- t) incurred due to information or advice;
- u) arising from the ownership, possession, lease or management of immovable assets;
- v) arising from the ownership of a building, another structure or work under construction or demolition;
- w) arising from the ownership of a dog used for hunting purposes even if the damage is incurred outside the framework of hunting activities;
- x) incurred in a household visited by the Insured during their stay abroad (with the exception of damage to health);
- y) incurred due to a non-motorized vessel, if the damage or other loss is incurred outside the territory of the Czech Republic;
- z) incurred due to the operation of a non-motorized vessel, if the damage or other loss is caused to persons transported in the vessel in connection with their money, jewels and other valuables and things of artistic, historical or collector's value, optical devices and consumer electronics products;
- aa) incurred due to a non-motorized vessel, if the damage is caused to another vessel;
- ab) arising from the ownership, possession or use of a weapon.

2. The insurance shall not give rise to any right to an insurance benefit:
  - a) for fines, contractual penalties or other payments that are imposed on the Insured, if such payments are enforcing, exemplary or preventive in their nature;
  - b) for any payments, compensation or costs requested in relation to the exercise of the right of publicity, including all of the natural rights, or other similar intangible damage;
  - c) for payments due under the rights arising from defective performance or delay;
  - d) in the event of any compensation for damages or losses awarded by a court in the USA or Canada.
3. In addition, the insurance shall not apply to the obligation to reimburse damages or losses:
  - a) which the Insured shall pay to their spouse, registered partner, sibling, direct relatives, persons living with them in a common household, family members involved in the running of a family business, persons carrying out activities together with the Insured under a contract of association or their spouses, registered partners, siblings or direct relatives;
  - b) incurred by a business entity in which the Insured, their spouse, registered partner, sibling, direct relative or person living in a common household with the Insured has a majority ownership interest or in which a family member participating in the running of a family business or a person carrying out activities together with the Insured under a contract of association, or their spouse, registered partner, sibling, direct relative or person living with them in a common household has a majority ownership interest;

c) between Insureds within a single insurance cover.

4. If the Insurance Policy covers an insurable risk listed in clauses 1 to 3 of this Article, the insurance shall not apply to the obligation to reimburse damages or losses due to other insurable risks excluded in clauses 1 to 3 of this Article.
5. The Insurance Policy can stipulate that the insurance shall not cover the obligation to reimburse damages or losses not specified in this Article.

#### Article 5 Insurance Benefit

1. The insurance benefit shall be determined as compensation for damages or losses in case of bodily damage or death to which the Insured is eligible in accordance with the generally binding legal regulations. The insurance benefit shall be provided to the extent specified in legal regulations governing the obligation to provide compensation for damages or losses in case of bodily damage or death, subject to the conditions set out in these Insurance Conditions and the Insurance Policy.
2. The Insurance Company shall provide the insurance benefit in monetary terms within 15 days of completion of the investigation required to ascertain the extent of the Insurance Company's obligation to provide an insurance benefit. Currency conversion for the compensation for damages, losses or deductibles shall be carried out at the foreign exchange rate announced by the Czech National Bank as on the date of fulfilment of the payment obligation. If the Insurance Company proposes to provide a benefit in kind (by supplementing, replacing or repairing the thing concerned), such a benefit shall be provided within the terms agreed with the Beneficiary.
3. Within the framework of the arranged insurance claim limit or sub-limit, the Insurance Company shall also reimburse the costs:
  - a) that correspond to no more than the non-contractual attorney's fees for defence in preliminary and first-instance court proceedings of a criminal procedure, conducted against the Insured in relation to the loss event, if the Insured meets the obligations imposed in Section D(6)(1)(j) of these DPPCP conditions; analogous costs at the court of appeal shall be reimbursed by the Insurance Company only if the Insurance Company has undertaken to reimburse them;
  - b) proceedings on the compensation of damages or losses in case of bodily damage or death before the competent authority if the Insured meets the obligations laid down in Section D(6)(2) of these DPPCP conditions and if the Insured is obliged to reimburse the costs; the costs of the Insured's legal representation, however, shall be reimbursed by the Insurance Company if the Insurance Company has undertaken to reimburse them in writing;
  - c) that the Insured has spent in relation to an out-of-court settlement as the right to compensation of damages or losses in case of bodily damage or death if the Insured is obliged to pay them and meets the obligations laid down in Section D(6)(1)(f) and (6)(2)(b) of these DPPCP conditions.
4. If the Insured has provided compensation for damages or losses to the injured party on their own, the Insurance Company shall review and evaluate all facts concerning the inception of the right to an insurance benefit, the scope and amount of the damages or losses as if the Insured had not provided the compensation.
5. If the Insured is entitled to have the paid amount returned by the injured party or another person or to have a pension or another repeated payment reduced or its payment suspended, this right shall pass to the Insurance Company if it has paid the amount on the Insured's behalf. The Insurance Company shall also assume the Insured's right to the reimbursement of the costs specified in clause 3 of this Article, assessed as due to be reimbursed to the Insured by the opposing party, if the Insurance Company has paid such costs on the Insured's behalf.
6. The Insured shall also be entitled to request the Insurance Company to reimburse, on the Insured's behalf, the amount that the Insured is obliged to pay:
  - a) to the Insurance Company in the event of transfer of the injured party's right due to an insurance benefit provided by the Insurance Company or due to salvage costs incurred;
  - b) due to the settlement of damages incurred by pests based on causality;
  - c) in case of recourse i.e. exercise of the right to the reimbursement of what has been paid to the injured party by the person liable to provide compensation for damages caused by the Insured;

all of this provided that the Insured's obligation to provide compensation for damages or losses asso-

ciated with such amounts resulted in the right to an insurance benefit from the arranged Insurance.

#### Article 6 Obligations of the Policyholder, the Insured and the Beneficiary

1. In addition to the obligations stipulated in Article 11 of the VPPCP-O conditions, the Policyholder and the Insured shall also:
  - a) report to the Insurance Company and demonstrate, without undue delay, any changes in the circumstances stated at the time of arrangement of the Insurance that occur during the period of insurance;
  - b) allow the Insurance Company to check the documentation required for the calculation of premiums and allow inspections of things to which the Insurance relates, if the Insurance Company requests such an inspection;
  - c) take care that an insured event does not occur; in particular, they shall not violate obligations which aim to prevent or reduce the dangers that are imposed on them by legal regulations or are derived from them, or obligations that they assume under the Insurance Policy, nor shall they allow violation of such obligations by third parties (third parties refers to all natural and juridical persons acting on behalf of the Insured);
  - d) eliminate immediately any defect or danger that they are aware of and that could lead to an insured event, or take such precautions as can be reasonably required;

following a loss event

  - e) if an insured event has already occurred, take necessary measures to mitigate its consequences and, where possible, to request instructions from the Insurance Company and follow them;
  - f) inform the Insurance Company without undue delay, but no later than within 30 days of identification of the loss event, that an insured event has occurred;
  - g) at the Insurance Company's request, provide, at their own expense, translations into the Czech language of the documents necessary to investigate the loss event;
  - h) without undue delay, provide the Insurance Company with true explanations on the causes and scope of damages or losses, quantify claims for an insurance benefit, submit documents required to establish the circumstances relevant for the assessment of the claim for an insurance benefit and its amount, submit to the Insurance Company a list of damaged, destroyed, stolen or lost things, indicating the year and price of acquisition of the thing and allow the Insurance Company to make copies of such documents, and allow the Insurance Company to carry out investigations, as required;
  - i) refrain from repairing damaged things or from the removal of remnants of destroyed things until the Insurance Company expresses its approval. If the Insurance Company does not express its approval within 30 days of the date of notification of the loss event, they can initiate repairs or the removal of remnants, but subject to the demonstration of the amount of damages, documentation shall be made and submitted to the Insurance Company (photographs, video recording, description of damage, list of damaged or destroyed things, etc.);
  - j) notify the Insurance Company, without undue delay, that a criminal or administrative proceedings have been initiated against the Insured in relation to the loss event, communicate the name and address of their attorney and inform the Insurance Company of the progress and results of the proceedings;
  - k) secure the rights transferred to the Insurance Company against other parties, in particular the right to compensation of damages or losses as well as the right to prosecution and settlement;
  - l) if there is suspicion of a crime or an attempted crime in connection with the insured event, report it to the police without undue delay;
  - m) inform the Insurance Company without undue delay that a thing stolen or lost in relation to the insured event has been found and if the Insured has already received the insurance benefit for the insured thing, they shall return to the Insurance Company such insurance benefit, reduced by the reasonable costs required to repair the thing, if damaged between the time of the insured event and the time of its identification, or, as the case may require, the Insured shall return the value of the remains if the thing was destroyed during the aforementioned period of time;
  - n) shall not, without the consent of the Insurance Company, assign any receivable for insurance benefits arising from the Insurance.
2. In addition, in case of liability insurance, the Policyholder, the Insured or the Beneficiary:



- a) document the incurred damage immediately after it is done or identified, regardless of whether the right to compensation for damages is claimed against them;
  - b) shall inform the Insurance Company that the injured party has claimed the right to compensation for damages or losses against the Insured (directly or with a competent authority), make a statement on the required compensation and its amount, follow the Insurance Company's instructions and, upon request, authorize the Insurance Company to deal with the loss event instead of them;
  - c) shall not, in case of extrajudicial negotiations on compensation for damages or losses arising from an insured event, enter into a settlement agreement or allow a claim to be recognized in any form without the consent of the Insurance Company;
  - d) shall not, in any proceeding on compensation for damages or losses arising from an insured event, enter into a settlement agreement without the consent of the Insurance Company, shall not undertake to pay or provide compensation for a statute-barred receivable, shall not enter into a court settlement or force a judgement to be made due to recognition or default; they shall appeal in time or file an opposition against decisions by the competent authorities applicable to the compensation of damage or loss unless they receive another instruction from the Insurance Company during the appeal period;
  - e) shall not, without the Insurance Company's consent, behave in a way as to prolong or suspend the period of limitation of the right to compensation for damages or losses.
3. If the Policyholder, the Insured or the Beneficiary violates the obligations set out in clause 1 or 2 of this Article or the obligations stipulated in the Insurance Policy, the Insurance Company shall be, based on the severity of the violation, entitled to:
    - a) adequately reduce the insurance benefit;
    - b) compensation up to the amount of the already provided insurance benefit from the violating person. The Policyholder shall be obliged to share in the compensation jointly and severally, unless the Policyholder demonstrates that it could not influence the conduct of such person.
  4. If the Policyholder, the Insured or the Beneficiary violates the obligations laid down in clause 1(f) or (h) or in clause 2(a), (c), (d) or (e) of this Article, the Insurance Company shall be entitled to refuse the payment of the insurance benefit. This refusal shall not terminate the Insurance.
  5. The Insurance Company shall:
    - a) inform the person that claims their right to an insurance benefit after completion of the investigation necessary to determine the existence and extent of their obligation to provide an insurance benefit. At the request of that person, the Insurance Company shall justify in writing the amount of the insurance benefit and, if applicable, the reason for its refusal;
    - b) within 15 days of the date of completion of the investigation, provide the insurance benefit, unless specified otherwise in the Insurance Policy;
    - c) at the Policyholder's request, return to the Insured the documents sent or submitted to the Insurance Company.

### Article 7

#### Interpretation of Terms

**Financial loss** shall refer to proprietary losses that arise other than from injury, other damage to health or due to the damage, destruction or loss of a thing. Financial loss shall not refer to damage or other losses that occur due to a thing going missing.

Damage or injury is caused by **gross negligence** especially if the Insured's approach to an act, or negligence, or to conduct which the Insured was aware of is indicative of apparent indifference to the damage or loss.

**Damage to a thing** shall refer to the changed condition of a thing that can be objectively eliminated by repair or to the changed condition of a thing that objectively cannot be repaired but where such a thing can be still used for its original purpose.

Damage or loss is caused **intentionally** if caused by an intentional act or wilful negligence, out of wickedness, deceit or maliciousness, which can be attributed to the Insured, or by conduct known to the Insured. In case of the delivery of things or services, damage shall also be deemed to have been caused intentionally if the Insured has been aware of defects to the things or services. Damage is also caused intentionally if it originates from the Insured's intentional failure to comply with legal regulations and binding standards for the manufacture, sale and distribution of products.

**Use of a thing** shall refer to a situation in which the Insured possesses a tangible movable or immovable thing (not the right to use premises in an immovable asset) and can use its useful properties.

**Destruction of a thing** shall refer to a change in the condition of a thing that cannot be objectively remedied by repair and, as a consequence, the thing cannot be used any more for its original purpose.

## SECTION E TRAVEL LUGGAGE INSURANCE

Travel luggage insurance is arranged in the form of claims insurance.

### Article 1

#### Insured Event and Insurable Risks

1. The insured event shall refer to an incidental event caused by an arranged Insurable Risk, which is associated with the inception with the Insurance Company's obligation to provide an insurance benefit.
2. An incidental event shall not refer to an event caused by an Insurable Risk that occurs due to intentional acts or wilful negligence by the Policyholder, the Insured or any other person instigated by them, or due to actions that these persons were aware of.
3. Unless the Insurance Policy specifies otherwise, the insurance shall be arranged against damage to, destruction of or loss of insured things attributable to following Insurable Risks:
  - a) fire, explosion, direct stroke of lightning, plane crash or fall of a part thereof or of cargo;
  - b) flood or deluge;
  - c) storm or hailstorm;
  - d) landslide, falling rocks or soils, avalanche slide or collapse;
  - e) falling trees, poles or other objects;
  - f) weight of snow or ice;
  - g) earthquake;
  - h) water running out of water distribution or storage facilities;
  - i) theft of a thing due to burglary or robbery;
  - j) damage to, destruction, theft or loss of insured things due to a traffic accident.
4. Unless the Insurance Policy specifies otherwise, the insurance shall also refer to the following cases:
  - a) if the insured things are damaged or destroyed as an immediate consequence of damage to or the destruction of the until then sound and functional construction parts of buildings in which the insured things are placed, due to the effects of the Insurable Risks stated in clause 3(a) to (h) of this Article;
  - b) if the insured things are damaged or destroyed by actions of a perpetrator aimed at stealing the insured things.

### Article 2

#### Insured Things and Insurance Value

1. The insurance shall refer to travel luggage and personal items usual for the given purpose of the trip that the Insured takes with them for the trip or demonstrably acquires them in the course thereof.
2. The insurance value of the insured things under clause 1 of this Article shall be the actual price of the insured things, i.e. the value the thing has immediately before the insured event; the actual price shall be determined on the basis of the price of the new thing, taking into consideration the wear and tear or other decrease or increase in the value of the thing due to repair, modernization or any other modification.

### Article 3

#### Limits of Insurance Benefits

1. The upper limit of insurance benefits shall be equal to the insurance claim limit as specified in the Insurance Policy.
2. The Insurance Company shall pay the insurance benefit per insured event up to the maximum amount of the insurance claim limit, arranged in the Insurance Policy. The personal items of every person namely stated in the Insurance Policy are insured up to this limit if a premium has been paid upon arranging the insurance. The claim limit for family members or members of a common household living permanently together and stated in the Insurance Policy shall be cumulative.
3. The sum total of all payments for all insured events occurring during the period of insurance under this insurance can amount to no more than twice the insurance claim limit for the specific person.

### Article 4

#### Exclusions from Insurance

1. In addition to the general exclusions from the insurance referred to in Article 10 of the VPPCP-O conditions, the insurance shall not cover:
  - a) an incidental event resulting from a defect that the insured item already had when the insurance was arranged and of which the Policyholder or the Insured could have been or should have been aware, regardless of whether or not the Insurance Company was aware of it;

- b) motor vehicles, trailers, semitrailers, motorcycles, powered bicycles, mini tractors with engine power of over 4kW or other similar devices with their own propulsion, including all their accessories, parts, components, spare parts;
  - c) aircraft and all types of devices for flying, including all their accessories, parts, components, spare parts;
  - d) ships and other vessels, except for small vessels no longer than 5 meters, including all their accessories, parts, components, spare parts etc.;
  - e) plans and projects;
  - f) the value of things based on the copyright or the industrial property rights;
  - g) things accepted by one of the Beneficiaries for the purpose of production, processing, modification, repair, storage or for the purpose of providing some other service;
  - h) money, bankbooks, credit cards, deposit certificates, phone cards, securities and other similar documents, passports, driving licences, tickets, air tickets and other documents, licences and certificates of all kinds;
  - i) things made of precious metals, precious metals, collections and items collected by collectors, antiques, works of art, things of special cultural and historical value and other valuables;
  - j) animals;
  - k) cameras, audio-visual equipment, mobile phones, computers, etc., including their accessories, which were stolen in a theft due to burglary from a motor vehicle or trailer;
  - l) insured things which are damaged, destroyed or stolen by theft due to burglary or robbery at a time they were entrusted to a haulier for transport, subject to a receipt, or stored in premises designated for the common transport of luggage subject to the haulier's instructions. This exclusion shall not apply if the things are damaged, destroyed, stolen or lost as a result of a traffic accident during which the Insured suffers from an injury that prevents them from taking care of the things;
  - m) insured things at the time of their handover and acceptance for custody.
2. In addition, the insurance shall not give rise to the right to an insurance benefit for indirect damages of all types (e.g. lost income, lost profit, fines, deficits, inability to use an insured thing) and for incidental expenses (express fees of any type, costs of legal advice, etc.).

### Article 5

#### Insurance Benefit

1. If the insured event results in damage to an insured thing, the Insured shall be entitled to demand an amount corresponding to the reasonable costs of the repair of the damaged thing from the Insurance Company, but no more than the time-related price of the insured thing. The amount thus determined shall be reduced by the Insurance Company by the price of the remains of the replaced parts of the damaged thing;
2. If an insured thing is destroyed, stolen or lost due to an insured event, the Insured shall be entitled to demand the payment of an amount corresponding to the actual price of the insured thing from the Insurance Company. The amount thus determined shall be reduced by the Insurance Company by the price of the remains of the destroyed thing.
3. If insured data carriers and records are damaged, destroyed, stolen or lost, the Insured shall be entitled to demand the payment of an amount corresponding to the reasonable costs of repair for damaged things or corresponding to the material costs of reproduction for destroyed, stolen or lost things from the Insurance Company; the price of the remains of the damaged or destroyed things shall be always deducted from such an amount. If the Insured does not pay any money on reproduction or repair, the Insurance Company shall pay only the value of the materials invested into the damaged or destroyed thing.
4. In case of damage, destruction, theft or loss of insured things during a traffic accident, the Insured shall be entitled to an insurance benefit only in connection with a traffic accident to which the Insured has been a party. However, the insurance shall cover the loss of things only if the Insured is not able to take care of such things because of an injury incurred during the accident.

### Article 6

#### Obligations of the Policyholder, the Insured

1. In addition to the obligations specified in Article 11 of the VPPCP-O conditions, the Policyholder or the Insured shall have the following obligations, unless specified otherwise in the Insurance Policy:
  - a) provide, without undue delay, true explanations of the causes and the scope of the damages, quantify claims for an insurance benefit, present

documents required to examine the circumstances relevant for the assessment of the claim for an insurance benefit and its amount, submit to the Insurance Company a list of all damaged, destroyed, stolen and lost things, indicating the year of acquisition and the acquisition price, and allow the Insurance Company to make copies of these documents and allow the Insurance Company to carry out investigations as required;

- b) postpone the repair of the insured things damaged due to an insured event or the liquidation of the destroyed things until they receive an instruction from the Insurance Company, but no more than 30 days from the date of notification of the insured event, if it is not necessary to carry out the repair of the insured things or the liquidation of the remains thereof earlier due to safety, hygienic, environmental or other material reasons;
- c) if the Insurance Company or persons authorized by the Insurance Company do not issue the relevant instruction to initiate repairs or removal of remains within the period stated in point (b) of this clause, the Insured may initiate such repairs or removal of the remains; however, they are obliged to acquire documentation demonstrating the amount of the damage concerned (in the form of photographs, video recordings, description of the accident, list of damaged or destroyed things, etc.);
- d) if, in connection with an insured event, there is suspicion of a crime or attempted crime, the Insured shall report it to the respective police department, without undue delay, unless the criminal proceedings are subject to the consent of the Beneficiary or the Policyholder;
- e) inform the Insurance Company without undue delay that criminal proceedings have been initiated in relation to the insured event and inform the Insurance Company of the course and the results of such proceedings;
- f) inform the Insurance Company without undue delay that a thing stolen or lost in relation to the insured event has been found and if the Insured has already received the insurance benefit for the insured thing, they shall return to the Insurance Company such insurance benefit, reduced by the reasonable costs required to repair the thing, if damaged between the time of the insured event and the time of its identification, or, as the case may require, the Insured shall return the value of the remains if the thing was destroyed during the aforementioned period of time;
- g) if requested by the Insurance Company, the Insured shall present documents received from abroad translated into the Czech language at their own expense;
- h) inform the Insurance Company without undue delay that the Insured has arranged, with other insurance companies, for concurrently valid insurance schemes for the same things against the same type of insurable risk and communicate to the Insurance Company the commercial name of the other insurance company and the amount of stipulated sums insured or claim limits.

2. If the Policyholder or the Insured violates any of the obligations set out in clause 1 of this Article and in Article 11 of the VPPCD-O conditions and the violation has a substantial impact on the occurrence of an insured event or on the amount of the insurance benefit to be provided by the Insurance Company or if the violation makes it difficult to examine the legal grounds for the insurance benefit, its scope or amount, the Insurance Company shall be entitled to adequately reduce the insurance benefit under the Insurance Policy based on the severity of the violation. This shall not apply to the violation of the obligation to report an insured event without undue delay under Article 11(f) of the VPPCP-O conditions if the Policyholder, the Insured could not meet this obligation due to material reasons.

## Article 7 Interpretative Provisions

For the purposes of this insurance:

**Time-related value** shall refer to the price of the subject of insurance immediately before the insured event, established by the price of the new subject of insurance, taking into account the degree of wear or other depreciation or appreciation of the subject of insurance due to repair, modernization or in any other way.

**Hailstorm** shall refer to a phenomenon in which pieces of ice of various shapes, sizes, weights and densities, created in the atmosphere, fall on the subject of insurance.

Damage to or destruction of the subject of insurance due to a hailstorm shall refer to such damage or destruction of the subject of insurance caused:

- a) due to the direct effects of a hailstorm, or
- b) directly by a hailstorm damaging parts of a previously sound and functional building.

Damage to or destruction of the subject of insurance due to a hailstorm shall not refer to such damage or destruction that occurs directly or indirectly:

- c) in connection with the fact that the building had no windows, no doors or removed, incomplete or make-shift roofing (foil, cardboard, etc.) or in connection with the fact that construction work was carried out on the insured building;
- d) due to dilapidated, decayed or otherwise damaged roofing;
- e) ingress of rain, hail, snow or dirt through unclosed windows or other openings, unless such openings were caused by a hailstorm.

**Theft** shall refer to the appropriation of a thing, its part or accessories by burglary or robbery.

**Theft of a thing by robbery** shall refer to the appropriation of a thing, its part or accessories whereby the perpetrator uses violence or threatens to use violence to obtain the thing from the Insured, a person living in a common household with the Insured or another person demonstrably authorized by the Insured to take care of the insured thing.

**Plane crash** shall refer to an impact or fall of a manned aircraft, its parts or cargo. Impact or fall of a manned aircraft shall also refer to cases when the aircraft takes off with a crew but the crew leaves the aircraft due to an event preceding the impact or fall.

**Falling trees, poles or other objects** shall refer to such movement of these objects that has the characteristics of a free fall. Damage to or destruction of the subject of insurance due to falling trees, poles or other objects (hereinafter referred to as "Objects") shall refer to damage to or destruction of the subject of insurance when:

- a) these Objects are not part of the damaged subject of insurance or the same set incorporating the damaged subject of insurance, and where:
- b) it occurs directly (immediately) due to a falling tree, pole or other object, or
- c) it occurs in direct relation to damage caused by a falling tree, pole or other object to previously undamaged parts of a building.

Damage to or destruction of the subject of insurance due to falling trees, poles or other objects shall not refer to damage to or destruction of the insured subject of insurance that occurs directly or indirectly due to tossed, thrown, shot or flying objects.

**Damage to a thing** shall refer to a change in the condition of a thing that can be objectively removed by repair or such a change in the condition of a thing that cannot be objectively removed by repair, but the thing can be still used for its original purpose.

**Flood** shall refer to the flooding of large or small territorial units with water that overflows the banks of water courses or ponds or breaches such banks and dams, or is caused by a sudden and unexpected reduction of the flow profile of a water course. Flood shall also refer to the backflow of water into buildings from the sewerage network due to floods in the vicinity of the place of insurance, based on the principle of communicating vessels with a riverbed or water reservoir.

Damage to or destruction of the subject of insurance due to flood shall refer to such damage or destruction of the subject of insurance caused:

- a) by direct effects of flood water;
- b) by objects drifting in flood water.

**Fire** shall refer to fire in the form of flames, which accompanies burning and occurs outside a designated fireplace or goes beyond such a fireplace and spreads by itself. However, a fire is not glowing and smouldering with limited access to oxygen or to the effects of commercial fire and its heat or the effects of heat during a short circuit in electrical wiring or equipment, unless the fire thus generated spreads further of its own accord. Damage to or destruction of the subject of insurance due to fire shall also refer to the effects of fire gases, extinguishing efforts and demolition of construction parts to eliminate the fire.

**Reasonable costs of repair** shall refer to the costs of repair of a thing or a part thereof that are usual in the given place just before the insured event.

**Reasonable costs of re-acquisition of the subject** of insurance or production of a new subject of insurance of the same type, quality and technical parameters shall refer to the costs usual in the given place just before the insured event. Reasonable costs shall not include extra fees paid for overtime work, work at night, on Saturdays, Sundays and on national holidays, express fees, airborne deliveries of spare parts and travelling expenses and costs of technicians and experts from abroad.

**Direct stroke of lightning** shall refer to the direct stroke of lightning (atmospheric discharge) in the subject of insurance or in a building in which the subject of insurance is located, determined on the basis of thermal and mechanical traces.

A direct stroke of lightning shall not, however, refer to over-voltage created by induction in connection with an indirect stroke of lightning or another cause, acting on electrical or electronic machines, appliances, devices and engines, electronic components and electro-technical components or similar insured things or their parts.

**Avalanche slide or collapse** shall refer to a phenomenon when a mass of snow or ice suddenly sets in motion on a slope and rushes down into the valley.

**Landslide** shall refer to a sudden slide of rocks or soils caused by gravity and induced by a sudden breach of long-term balance, occurring naturally on slopes, if caused by direct natural and climatic effects and not due to human activity (human intervention into the nature), such as industrial, transport and construction operations, whether ongoing or completed in the past. A sudden landslide shall not refer to the slow (creeping) downhill motion in the form of land creep or subsidence of land towards the centre of the Earth due to natural forces or human activity. Building operations shall refer to the undermining or undercutting of shearing areas of slopes or the weighting of rocks on slopes with embankments, piles or backfills.

Damage to or destruction of the subject of insurance due to a sudden landslide shall not refer to such damage or destruction that occurs in direct or indirect consequence of volume changes of foundation soils as a result of freezing or shrinking or with a change in its carrying capacity due to waterlogging, without interfering with the balance of the slope.

**Weight of snow or ice** shall refer to the destructive effects of the weight of snow or ice, due to its excess weight, on roof coverings and supports or other roof structures.

Damage to or destruction of the subject of insurance due to weight of snow or ice shall refer to such destructive damage or destruction of the subject of insurance caused:

- a) due to the direct effects of the weight of snow or ice on the roof covering or other roof structures;
- b) in direct relation to the fact that the weight of snow or ice has damaged the previously sound and functional construction parts of the building's structure.

Damage to or destruction of the subject of insurance due to snow or ice shall not refer to such damage or destruction of the subject of insurance which occurs as a direct or indirect consequence of dilapidated, decayed or otherwise damaged roofing or other structures of the building's roof or if such damage or destruction of the subject of insurance occurs due to the destructive effects of the expansion of ice or frost.

**Locked place of insurance** shall refer to a structurally separated space in buildings where all entrance doors are properly closed and locked and all windows are properly closed from the inside and all other openings accessible from the outside are properly secured from the inside.

All parts and components of doors, windows, balcony doors and windows and other structural elements whose disassembly would mean that the locked space is not longer resistant to intrusion by a perpetrator shall be secured on the outside against disassembly using common tools such as a screwdriver, pliers, a spanner, etc.

In addition, the luggage space of a properly closed and locked motor vehicle or a trailer between 6.00 a.m. to 10.00 p.m. shall not be considered a locked place of insurance.

**Storm** shall refer to the dynamic effects of the air mass, moving at a speed of 20.8m per second (75km per hour) and more. If the speed of air cannot be determined in the place of insurance, the Insurance Company shall provide an insurance benefit if the Beneficiary demonstrates that the movement of air in the vicinity of the place of insurance has caused similar damage to properly maintained buildings or other things with the same level of resistance or that the damage could only be caused by a storm, given the excellent condition of the structure or another thing.

Damage to or destruction of the subject of insurance due to a storm shall refer to such damage or destruction of the subject of insurance caused:

- a) by the direct effects of a storm;
- b) by the fact that a storm tore parts of the building, trees or other objects on the insured structure or other insured things;
- c) directly by a storm damaging parts of previously sound and functional buildings.

Damage to or destruction of the subject of insurance due to a storm shall not refer to such damage or destruction of the subject of insurance caused:

- d) in connection with the fact that the building had no windows, no doors or removed, incomplete or make-shift roofing (foil, cardboard, etc.) or in connection with the fact that construction work was carried out on the insured building;
- e) due to dilapidated, decayed or otherwise damaged roofing;
- f) ingress of rain, hail, snow or dirt through unclosed windows or other openings, unless such openings were caused by a storm.

**Water running out of water distribution or storage facilities** shall refer to:

- a) water leaking out of the designated place from firmly and properly installed water pipes, fittings and securely and properly connected sanitary facilities or equipment for heating water and from drain pipes inside the structure;
- b) water, steam or antifreeze heating medium leaking from a pipe or from warm-water, hot-water and

- c) steam heating equipment and from air-conditioning and solar installations inside structures;
- d) water or steam leaking out of the designated place from water, warm-water, hot-water, steam or sewer lines or their connections;
- e) water running out of properly connected automatic washing machines, dishwashers, dryers, toilet flush tanks, water heating devices and similar equipment as a result of defects on the water supply or discharge pipes or inlet or drain hoses used by such equipment, or defects in this equipment.

Water running out of water distribution or storage facilities shall not in any case refer to:

- e) water leaking from downpipes of any kind, garden hoses, open water taps and valves;
- f) water leaking from above-ground swimming pools;
- g) water leaking from drain pipes and sewer lines due to a rise in groundwater level, floods, deluges and accumulated water from atmospheric precipitation;
- h) water for washing and showering and rain water;
- i) water vapour and splashing water from cleaning equipment or water splashing from sprinkler, fire extinguishing, washing, irrigation and similar equipment;
- j) leakage of liquids, such as brine, oil, coolants and similar liquids.

If the subject of insurance is a building, damage to or destruction of the subject of insurance due to water running out of water distribution or storage facilities shall also refer to damage to or destruction of the subject of insurance that occurs:

- k) due to direct effects of water running out of water distribution or storage facilities in the insured building;
- l) because water running out of water distribution or storage facilities has undermined its foundations.

**Explosion** shall refer to the sudden devastating effects of pressure forces, consisting in the expansion of gases or vapours (very fast chemical reaction in an unstable system). The explosion of a pressure vessel shall refer to the rupture of its walls to such an extent that the pressure outside and inside the vessel is suddenly equalized.

Explosion shall not refer to the abrupt equalization of negative pressure (implosion) or sonic boom caused by an aircraft. Likewise, an explosion shall not refer to a gradual reaction with constant progress or minimum change of speed (e.g. foaming and similar cases). For the purposes of the insurance, an explosion shall not refer to the reaction in the combustion chamber of engines, in gun barrels and in other equipment in which explosive energy is used deliberately.

**Deluge** shall refer to the flooding of property where the subject of insurance is located with flowing water from torrential rains or with standing water in a contiguous water surface due to insufficient runoff of atmospheric precipitation. Damage to or destruction of the subject of insurance due to a deluge shall refer to such damage or destruction of the subject of insurance caused:

- a) by direct effects of a deluge of water;
- b) by objects drifting in deluge water.

**Earthquake** shall refer to shocks of the Earth's surface caused by movements in the Earth's crust, which reaches at least magnitude 6 on the European Macroseismic Scale, indicating macroseismic effects of earthquakes EMS 98.

**Falling rocks or soils** shall refer to the sudden collapse of rocks or soils caused by the sudden release of blocks of rock, rock debris or soil due to gravity and induced by a sudden breach of long-term balance, occurring naturally, if caused due to direct natural and climatic effects and not due to human activity, such as industrial, transport and construction operations, whether ongoing or completed in the past. Building operations shall refer to the undermining of slopes, undercutting of shearing areas on slopes or the loading of rocks on slopes for embankments, piles, backfills or structures etc.

**Destruction** of the subject of insurance shall refer to a change in the condition of the subject of insurance that cannot be objectively remedied by repair and, as a consequence, the thing cannot be used any more for its original purpose.

If the subject of insurance is a building, the time of its destruction shall be the time of its disappearance so that the layout of the first floor of the original building is not apparent any more, i.e. usually when the peripheral walls are destroyed below the ceiling level of the first floor; the volume of the remaining underground structures and foundations shall be irrelevant in this case.

**Loss of a thing or its part** shall refer to a situation in which the Beneficiary, regardless of their will, loses the ability to use the insured thing or its part as a direct consequence of the fact that one of the following arranged insurable risks occurs in the place of insurance and has an immediate effect on the subject of insurance:

- fire, explosion, direct stroke of lightning, plane crash or fall of a part thereof or of cargo;
- flood or deluge;

and:

- landslide, falling rocks or soils, avalanche slide or collapse;

- falling trees, poles or other objects;
- weight of snow or ice;
- earthquake;
- water running out of water distribution or storage facilities.

## SECTION F LEGAL EXPENSES INSURANCE

Legal expenses insurance is arranged in the form of claims insurance.

### Article 1 Insured Event

1. The insured event shall refer to an actual or alleged violation of laws and/or legal obligations by third parties, resulting in the infringement of the legitimate interests of the Insured in the situations and in the cases specified under the subject of legal expenses insurance. In case the Insured submits a claim for compensation of damages, the time of occurrence of the insured event shall be the time of occurrence of the damage, and otherwise the time of violation of the laws and/or legal obligations or the time of its commencement.
2. In case criminal or administrative proceedings are initiated against the Insured in the situations and cases listed under the subject of legal expenses insurance, the insured event shall refer to actual or alleged perpetration of the act for which such proceedings are initiated. The time of occurrence of an insured event shall refer to the time of committing the act or deed.

### Article 2 Subject of Insurance

1. The subject of insurance shall refer to the protection of the Insured's rightful legal interests in the following cases:
  - a) criminal or administrative proceedings after a traffic accident;
  - b) claim for compensation of damages;
  - c) dispute arising from consumer relationships with a local provider of services.
2. If criminal proceedings are initiated against the Insured or if the Insured incurs damages due to violation of legal regulations by a third party, the Insurance Company shall provide, via its assistance services, the following:
  - a) telephone service of legal information in case of any general legal inquiries, uncertainties or as part of dispute prevention, addresses and contact data of entities eligible to provide the Insured with services in their case (e.g. attorneys, experts appointed by court, appraisers, interpreters and translators, offices of state administration), fee rates of attorneys and experts, costs of the proceedings, administrative fees, duty stamps, information on the target country – travel documents, specific conditions in individual countries, customs obligations, local customs and specific social norms;
  - b) interpretation over the phone in case of police road checks, border checks or customs checks, with witnesses and to secure testimonies, dealing with state authorities or health care facilities or when completing the requisite forms and confirmations;
  - c) recovery of financial expenses that are necessary for:
    - ca) usual and adequate services of an interpreter, translator or expert;
    - cb) costs of legal representation by an attorney;
    - cc) costs of the trip to and accommodation in the place of trial, if the Insured's presence is requested by the court;
    - cd) organization and deposit of a bail to have the Insured released from custody, up to the insurance claim limit under the legal expenses insurance stipulated in the Insurance Policy.

### Article 3 Limits of Insurance Benefits

1. The upper limit of insurance benefits for all insured events incurred by one Insured under a single Insurance Policy shall be the total insurance claim limit per insured event as stipulated in the Insurance Policy.
2. The Insurance Company shall pay the insurance benefit for one insured event up to the maximum amount of the insurance claim limit, as arranged in the Insurance Policy, for administrative and legal assistance services, namely:
  - a) transport of the Insured to the place of the trial about the traffic accident;
  - b) accommodation of the Insured in the place of the trial about the traffic accident;
  - c) arrangements for the visit of a consul or honorary consul in the event of custody or hospitalization;
  - d) arrangements for and dispatch of the necessary forms, documents or confirmations;

- e) arrangements for the storage of luggage in case of the Insured's custody or hospitalization;
- f) arrangements for the transport of a family member to the place of custody;
- g) arrangements for accommodation in a hotel for a family member in the place of custody.

The claim limit for the aforementioned services shall be limited by EUR 200 at the maximum.

### Article 4 Exclusions from Insurance

1. Besides the general exclusions from the insurance listed in Article 10 of the VPPCP-O conditions, the Insurance Company shall not provide an insurance benefit in the following cases:
  - a) if the Insured commissions a legal representative to enforce their rightful interests without prior approval from the Insurance Company;
  - b) if the Insured does not deliver to the Insurance Company the necessary documentation requested and specified by the Insurance Company.
2. The insurance shall not apply to the following disputes:
  - a) resulting from damage for which the Insured is responsible to their spouse, sibling, direct relative, person living in a common household with the Insured, partner of the Insured or person carrying out activities together with the Insured under a contract of association, or their spouses, siblings or direct relatives or persons living with them in a common household;
  - b) between the Insured and the Insurance Company;
  - c) resulting from damage caused by the Insured to another person who is insured under the same policy as the Insured;
  - d) disputes the subject of which is a claim transferred to the Insured from a third person and/or disputes in which the Insured exercises a claim on behalf of a third person;
  - e) disputes resulting from the Insured driving a vehicle without an adequate driving licence, driving a vehicle without a valid certificate of national technical test, disputes resulting from the Insured's actions under the influence of alcohol or other addictive substances; the same shall apply if the Insured (as a driver) refuses to undergo an examination and/or test to determine the presence of alcohol or other addictive substances;
  - f) disputes resulting from the Insured driving a vehicle without a valid liability insurance for damages caused by the operation of a motor vehicle;
  - g) in situations related to the activity of the Insured as a captain or a crew member of a vessel, plane or hovercraft;
  - h) if the Insured is sentenced for the handling of intoxicating or psychotropic substances.
3. Legal assistance to the Insured shall be excluded from the insurance in the following cases:
  - a) If the Insured commits a deliberate criminal act, deliberate transgression or deliberately causes damage;
  - b) suicide, attempted suicide or if the Insured has a mental disease or disorder;
  - c) if facts aiming to interfere with the Insured's legal interests or to commence criminal or infraction proceedings against the Insured were known to the Insured before the Insured became a party to the legal expenses insurance;
  - d) when the Insured could expect the occurrence of an insured event taking into consideration all circumstances or could prevent its occurrence and did not do so.
4. The Insurance Company shall not provide an insurance benefit to reimburse fines and financial penalties imposed on the Insured on the basis of a decision of state authorities.
5. The Insurance Company shall not provide an insurance benefit under the insurance:
  - a) in case of disputes arising from participation in races, competitions or preparations for them;
  - b) in customs proceedings, tax proceedings and/or administrative proceedings arising from a violation of environmental regulations;
  - c) in situation related to the Insured's business activities;
  - d) in situations related to compensation of damages resulting from the Insured's obligations and debts that have not been or are not fulfilled;
  - e) in disputes concerning transported things shipped on the basis of a transport contract.

### Article 5 Obligations of the Insured

1. The Insured shall:
  - a) consult with the Insurance Company in advance about the use of any legal services;
  - b) exercise the claim for an insurance benefit without undue delay by phone or in writing;

- c) report and explain truly and fully to the Insurance Company the situation and circumstances related to the claim for an insurance benefit under the insurance when reporting an insured event;
- d) deliver a written report on the insured event to the Insurance Company upon the Insurance Company's request;
- e) deliver to the Insurance Company all documents requested by the Insurance Company;
- f) return to the Insurance Company the amount corresponding to the paid bail as soon as they are released by the authorized authorities, but no later than within 45 days of such release.

### Article 6

#### Other Provisions concerning the Rights and Obligations of the Parties to the Insurance

1. If the Insured receives compensation for court expenses based on a decision of court or administrative authorities, they shall return this compensation to the Insurance Company to the extent the Insurance Company participated in the payment of the costs of the trial in the form of an insurance benefit.
2. If the Insured receives compensation for the incurred expenses that were the subject of the insurance benefit under this insurance from a third party or by way of another legal arrangement, the Insurance Company is entitled to reduce the insurance benefit adequately by the amount received by the Insured as compensation.
3. If, in relation to an impending or occurring insured event, the Beneficiary, the Insured or the person who incurs salvage costs is entitled to the right for compensation of damages or other similar rights in relation to third parties, such right shall be transferred to the Insurance Company after the insurance benefit under this insurance is paid, which applies up to the amounts paid by the Insurance Company under this insurance to the Beneficiary, the Insured or the person who incurs salvage costs.
4. If the requested bail exceeds the stipulated claim limit, subject to deduction of the money already spent on insurance benefits, the Insurance Company shall provide means to pay the bail only if the Insured or a third person pays the remaining part of the bail.

### Article 7

#### Refusal of Insurance Benefits

If the Insured or the Beneficiary does not contact the Insurance Company's assistance services or does not follow their instructions in cases when these Insurance Conditions and the Insurance Policy require them to do so, the Insurance Company is entitled to refuse to pay the insurance benefit.

## SECTION G

### TRIP CANCELLATION INSURANCE

Trip cancellation insurance is arranged in the form of claims insurance.

### Article 1

#### Insured Event

1. The insured event shall refer to the cancellation of the trip due to:
  - a) death of the Insured or their relative;
  - b) newly occurring severe health disorder of the Insured or their closest relative;
  - c) newly occurring minor health problems of the Insured;
  - d) loss of job of the Insured;
  - e) negative recommendation to travel to the target country of the Insured, issued by Ministry of Foreign Affairs;
  - f) natural events (fire, explosion, storm, flood or deluge) in the place of residence, if the Insured demonstrates, on the date of departure, that their presence at home is necessary to eliminate the consequences of such event.
2. The Insurance Company shall provide a reimbursement for the cancellation fees which the Insured was forced to pay.

### Article 2

#### Limits of Insurance Benefits

1. The upper limit of insurance benefits shall be defined in the Insurance Policy as the insurance claim limit. The insurance claim limit shall be arranged per insured event and one Insured.
2. The Insurance Company shall pay an insurance benefit if the trip is cancelled during the period of insurance due to reasons stated in Article 1 of this Section in the following amounts:
  - a) 80 % of the cancellation fees, but no more than CZK 64,000, for short-term travel insurance to foreign countries;
  - b) 80 % of the cancellation fees, but no more than CZK 8,000, for domestic insurance.

## Article 3

### Exclusions from Insurance

1. Besides the general exclusions from the insurance listed in Article 10 of the VPPCP-O conditions, the Insurance Company shall not provide an insurance benefit if the trip is cancelled:
  - a) due to a health disorder identified and diagnosed before the insurance was arranged, including its causes, consequences and complications, if it could be expected that its treatment would not be finished by the date of the trip's commencement;
  - b) due to complications during pregnancy (e.g. sickness, fear from the journey, deterioration of the bodily condition), with the exception of cases of obvious threat to the life of the mother or the child until week 26 of pregnancy;
  - c) outside the period of insurance;
  - d) due to a mental disease or mental disorder of the Insured;
  - e) due to death of the Insured's grandparent, unless insured;
  - f) due to a loss of job based on a notice of termination, served to the Insured before the stipulated beginning of the trip cancellation insurance, even if the termination of employment occurs during the period of insurance;
  - g) due to termination of employment during the trial period;
  - h) due to a loss of job on the basis of a notice served by the Insured;
  - i) Due to termination of employment that is agreed for a definite period of time in the period before the beginning of the insurance or during the period of insurance;
  - j) due to the loss of their job based on a notice of termination by the employer if the employee does not meet the conditions specified in the legislation for the performance of the agreed work or does not meet, without the employer's fault, the requirements for the proper performance of such work;
  - k) due to the loss of their job based on a notice of termination by the employer if there are reasons on the part of the employee due to which the employer could terminate the employment immediately or due to a material breach of obligations arising from legal regulations with respect to the work performed by the employee;
  - l) due to the loss of their job with immediate termination of employment by the employer within the meaning of the law;
  - m) due to the loss of their job by agreement, with the exception of cases when the employment is terminated by agreement for reasons for which the employer could terminate the Insured's employment for organizational reasons or for redundancy, or if the employee loses their long-term ability to perform their current work because of their health condition on the basis of a medical opinion or a decision of a competent administrative authority;
  - n) in addition, the Insurance Company shall not provide an insurance benefit due to an exclusion from the insurance if the Insured does not carry out a gainful activity continuously for a period of 12 months immediately preceding the arrangement of the insurance or fails to demonstrate the fact with credible evidence.

2. The insurance shall not apply to self-employed persons and the Insurance Company shall not provide an insurance benefit if the Insured interrupts their business if they discontinue their business because their trade licence or some other licence for their business activity has been terminated at the Insured's request. In addition, the Insurance Company shall not provide an insurance benefit if a court or administrative body decides to withdraw or suspend a trade license on the basis of the Insured's fault consisting in a crime, administrative offence or tort.

3. The Insurance Company is not obliged to provide an insurance benefit if the Insured refuses to relieve the attending physician from confidentiality obligations towards the Insurance Company and as a result the Insurance Company cannot finish the investigation necessary to determine the scope of its obligation to provide an insurance benefit or if the Insured revokes their consent to relieve the attending physician from the confidentiality obligations towards the Insurance Company, or if the Insured makes it impossible for the Insurance Company to establish communication between the attending physician and the Insurance Company's physician.

4. In addition, the Insurance Company shall not provide an insurance benefit if the Insured, the Beneficiary does not meet the obligations specified in Article 5(2) to (4) of this Section.

## Article 4

### Insurance Benefit

1. The insurance benefit shall be provided if the trip is cancelled by the Beneficiary prior to its commencement.

2. Whenever the trip cancellation insurance is arranged fewer than 10 days prior to the commencement of the trip, the amount of the insurance benefit shall be reduced by a half.
3. To assess the degree of health disorders, the character (nature), intensity and severity of the illness or injury stated in the medical report shall be decisive. When it is not possible to assess the degree of health disorders from the supplied documentation, the Insurance Company is entitled to examine the medical documentation or a record from the "Individual Policyholder Account" kept by the Insured's health insurance company.
4. If it is not possible to classify the severity of health disorders clearly and definitely, the Insurance Company's physician shall decide on this classification.

## Article 5

### Obligations of the Insured and the Beneficiary

The Insured or the Beneficiary shall:

1. Ask the travel agency (travel office, airlines) to cancel the trip immediately after the event that prevents them from embarking on the trip occurs.
2. Report the trip cancellation in writing to the Insurance Company via the properly completed form of the Insurance Company called the Notice of Insured Event under Trip Cancellation Insurance (hereinafter referred to as the "Notice").
3. The Notice:
  - a) shall be supplied along with a copy of the travel contract, if any;
  - b) shall be supplied along with documents confirming the payment of the premium and the payment for the trip;
  - c) shall be supplied along with other documents requested by the Insurance Company, if any;
 and furthermore, based on the nature of the insured event:
  - d) make sure that a medical report is issued for the Notice by the attending physician;
  - e) in case of an insured event under Article 1(1)(a) of this Section, attach the death certificate;
  - f) in case of an insured event under Article 1(1)(d) of this Section, attach:
    - fa) a copy of the notice of termination or of the agreement on termination of employment, or a copy of the immediate termination of employment if the Insured terminates the employment with immediate effects in accordance with Section 56 of the Labour Code;
    - fb) a copy of the decision of a competent Trade Office on the termination of the trade licence or of the decision of a trade organisation or a professional association on the termination of the Insured's licence to perform an independent income-generating activity;
    - fc) a copy of the "Decision on Granting Unemployment Benefits" (unemployment compensation), issued by the competent labour office, indicating the date until which the Insured shall receive unemployment benefits or a confirmation that the Insured is listed in the Register of Job Applicants and receives social security allowance or welfare benefits if the Insured is not entitled to unemployment benefits for job applicants;
    - fd) a copy of a document (employment contract, income tax return, etc.) clearly indicating that the Insured's gainful activity lasted without interruption for at least 12 months prior to the date of arrangement of the insurance concerned;
  - g) in case of an insured event described in Article 1(1)(e) of this Section, documents demonstrating the causes of the insured event shall be attached.
4. Ask the travel agency (travel office, airlines) to confirm the amount of cancellation fees in the Notice and attach a copy of the cancellation invoice, if issued by the travel agency.
5. Provide for a record from the "Individual Policyholder Account" from their health insurance company, requested by the Insurance Company, if it is not possible to assess the degree of health disorders from the supplied medical documentation.

## Article 6

### Interpretative Provisions

For the purposes of this insurance the following interpretations shall apply:

**Travel agency** shall refer to an entity that organizes the trip (travel office, travel agency, transport company, accommodation facility, etc.).

**Trip** shall refer to trips and stays organized by the travel agency for groups and individuals with joint or individual transport.

**Travel contract** shall refer to a written document (contract) entered into between the customer and the travel agency,

clearly indicating the commencement of the trip, the co-travellers, the price of the trip and the prices of other services, identification of the arranged insurance scheme and the amount of the price paid.

**Partial loss of self-sufficiency** shall refer to a situation where the Insured is not able to perform certain routine everyday activities on their own without assistance from another person.

**Minor health problem** shall refer to a less severe sudden illness/injury treated without hospitalization which, by its nature and intensity, results in a partial loss of self-sufficiency and continuously prevents the Insured from performing everyday activities. The payment of the insurance benefit in such case shall be conditional upon occurrence of the minor health problem during the period of trip cancellation insurance and unfinished treatment as on the date of commencement of the trip.

**Closest relative of the Insured** shall refer to the spouse, father, mother, son, daughter, parents of the Insured's spouse.

**Complete loss of self-sufficiency** shall refer to a situation where the Insured is not able to perform most routine everyday activities in a 24 hour period on their own and without assistance from another person. The Insured's relatives: father, mother, spouse, children, siblings, grandparents, grandchildren, parents of the Insured's spouse.

**Co-travellers** shall refer to persons named in the joint travel contract, with arranged trip cancellation insurance.

**Trip cancellation** shall refer to the withdrawal from the travel contract, submitted to the travel agency during the period of insurance under the trip cancellation insurance.

**Cancellation fee** shall refer to a fee paid to the travel agency for trip cancellation (compensation on withdrawal from the travel contract), the amount of which is determined on the basis of the travel agency's conditions. Cancellation fees shall not include contractual penalties, fees for optional excursions, fees for other optional services such as car rental, paid premiums, lift passes, beach services, parking, admission tickets, sea view, single room, etc.).

**Severe health disorder** shall refer to a severe sudden illness/injury which, by its nature and intensity, results in the complete loss of self-sufficiency of the Insured, which as a rule requires treatment in hospital, and for which after hospitalization treatment continues in the form of outpatient treatment. The payment of the insurance benefits shall be in such case conditional upon occurrence of the severe health disorder during the period of trip cancellation insurance and unfinished treatment as on the date of commencement of the trip.

**Loss of job** shall refer to the termination of employment for reasons stated in Section 52(a), (b) (c) and (e) of Act No. 262/2006 Coll., Labour Code, as amended (hereinafter referred to as the "Labour Code"); and also if the employee terminates employment with immediate effect due to reasons defined in Section 56 of the Labour Code, with the subsequent incorporation of the Insured in the Register of Job Applicants, as demonstrated by a confirmation from the competent labour office.

Loss of job shall also refer to the termination of self-employment due to the termination of any of the eligible conditions for the performance of such activities, as stipulated in a separate law on the basis of which the self-employment is performed, if such a decision becomes effective during the period of insurance, or due to serious health reasons which directly threaten the Insured's life or health during the self-employment or make it impossible for the Insured to continue to perform such activities and which occur without the Insured's fault and independently of their will during the period of insurance and the Insured demonstrates this fact to the Insurance Company, with the subsequent incorporation of the Insured in the Register of Job Applicants, as demonstrated by a confirmation from the competent labour office.

## SECTION H UNUSED HOLIDAY INSURANCE

Unused holiday Insurance is arranged in the form of claims insurance.

### Article 1 Insured Event

- The insured event under the unused holiday insurance shall refer to the premature termination of a commenced trip due to:
  - death of one of the Insureds stated in the joint travel contract (max. 5 persons) during the trip;
  - deaths of the Insured's closest relative defined in Section G(6) of the DPPCP conditions;
  - hospitalization of the Insured (or of the Insured's closest relative as defined in Section G(6) of the DPPCP conditions, named in the joint travel contract) abroad as a result of a severe illness or injury for more than 24 hours, if the Insured returns to the Czech Republic immediately after the end of hospitalization;
  - natural disasters (fire, explosion, storm, flood or deluge) in the place of residence, if the Insured

demonstrates that their presence at home is necessary to eliminate the consequences of such event.

### Article 2 Scope of Insurance

- The insurance shall cover the costs of unused services arising from the executed travel or other contract.
- The costs of unused services shall refer to the costs of:
  - stay and food in a hotel, recreational facility or another similar facility;
  - excursions and similar activities arranged and paid in advance, occurring no earlier than on the day following the date of death or hospitalization of the Insured of departure of the Insured to the home country.

### Article 3 Limits of Insurance Benefits

The Insurance Company shall pay an insurance benefit in the amount of 80% of the documented costs of unused services, but no more than the insurance claim limit arranged in the Insurance Policy.

### Article 4 Exclusions from Insurance

Apart from the exclusions specified in Article 10 of the VPPCP-O conditions and Section G(3) of the DPPCP conditions, the Insurance Company is not obliged to provide an insurance benefit:

- if the Insured receives the trip or the stay for free;
- if the Insured's hospitalization is attributable to the worsening of a chronic illness that existed at the time the Insurance Policy was arranged, if the need for treatment could be predicted before the commencement of the trip;
- if the premature termination of the trip occurs fewer than 24 hours prior to the planned time of commencement of the return trip.

### Article 5 Obligations of the Insured and the Beneficiary

The Insured or the Beneficiary shall:

- report the preliminary trip termination in writing to the Insurance Company via the properly completed form of the Insurance Company called Notice of Insured Event under Unused Holiday Insurance (hereinafter referred to as the "Notice");
- the Notice shall be submitted along with a copy of the travel contract, if issued, and documents confirming payment of the premium and payment for the trip, and other documents requested by the Insurance Company shall be supplied; in addition, based on the nature of the insured event concerned, it is necessary to supply the following documents:
  - medical report from the hospital in which the Insured was hospitalised, provided with an authenticated translation;
  - death certificate issued in a foreign language, provided with an authenticated translation;
  - police report confirming the event in the place of permanent residence;
  - documents demonstrating the scope of unused paid services (the amount of the costs of unused services shall be confirmed by the travel agency in the Notice – in the Non-refundable Costs section).

## SECTION I TRIP INTERRUPTION INSURANCE

Trip interruption insurance is arranged in the form of claims insurance.

### Article 1 Scope of Insurance

- The insurance shall cover the costs of alternative transport to the Czech Republic if the Insured is forced to interrupt their foreign trip as a consequence of:
  - death, severe illness or injury of the Insured's closest relative defined in Section G(6) of the DPPCP conditions;
  - natural disasters (fire, explosion, storm, flood or deluge) in the place of residence, if the Insured demonstrates that their presence at home is necessary to eliminate the consequences of such event.

### Article 2 Limits of Insurance Benefits

- The Insurance Company shall pay the insurance benefit up to the insurance claim limit arranged in the Insurance Policy.
- The insurance benefit shall only be provided if the service is pre-arranged with the Insurance Company's assistance services.

### Article 3 Refusal of Insurance Benefits

If the Insured or the Beneficiary does not contact the Insurance Company's assistance services or does not follow their instructions in cases when these Insurance Conditions and the Insurance Policy require them to do so, the Insurance Company is entitled to refuse to pay the insurance benefit.

## SECTION J VETERINARY TREATMENT INSURANCE

Veterinary treatment insurance is arranged in the form of claims insurance.

### Article 1 Insured Event

- The insured event under the veterinary treatment insurance shall refer to indispensable veterinary treatment of an insured animal in a condition that requires immediate veterinary treatment, caused by one of the following insurable risks during a stay abroad:
  - injury to the insured animal that takes place during a stay abroad;
  - acute illness of the insured animal.
- The date the insured event shall be the date of first examination by a veterinarian in relation to the stated insurable risks.

### Article 2 Scope of Insurance

- The insurance shall cover the costs of necessary, adequate treatment purposefully performed by a veterinarian to treat the condition of the insured animal which requires immediate veterinary treatment, for a period of no more than 10 days from the occurrence of the insured event.
- The insurance shall only cover veterinary treatment received in Europe within the meaning of Article 7(2)(b) of the VPPCP-O conditions.
- The insured animal shall be an animal kept as a pet whose passport number and species are stated in the Insurance Policy and which is identified with a chip or a tattooed number stated in the passport of the animal kept as a pet.

### Article 3 Limits of Insurance Benefits

If the Insured is entitled to an insurance benefit, the Insurance Company shall pay 70% of the demonstrably invested costs of treatment for the insured animal as a consequence of an insured event stated in Article 2 of this Section, but no more than the insurance claim limit arranged in the Insurance Policy. The arranged insurance claim limit shall also be the maximum insurance claim limit for all insured events that occur under a single insurance scheme during the period of insurance for a single insured animal.

### Article 4 Exclusions from Insurance

- In addition to the general exclusions referred to in Article 10 of the VPPCP-O conditions, the insurance shall not cover events that occur:
  - to an animal that was, on the commencement date of the insurance, younger than three months of age or, in the year of the commencement of the insurance, turns 8 years old;
  - to an animal that was not healthy at the time the insurance was arranged;
  - as a consequence of deliberate actions of the owner (breeder, keeper, employee) or of a family member;
  - as a consequence of violation of animal protection laws against cruelty by the owner (breeder, keeper, employee) or by a family member, or violation of veterinary care regulations, or due to an operation performed by a person not certified for such operation;
  - as a consequence of causes that occur before the commencement of the insurance or on the territory of the Czech Republic;
  - as a consequence of inherited illness, developmental or congenital deformity;
  - as a consequence of a chronic illness, with the exception of the first identification of an illness that is later diagnosed as a chronic illness and that has not manifested itself in the insured animal earlier;
  - as a consequence of preventive or cosmetic interventions;
  - as a consequence of parasitosis;
  - as a consequence of an injury whose origin has not been demonstrably proven to have occurred during the stay of the animal abroad.
- The veterinary treatment insurance shall not cover the costs of:
  - hospitalization and transport of the insured animal, with the exception of indispensable hospitalization after a veterinary operation, not exceeding two days in duration, while the costs of food during hospitalization shall not be covered;

- b) preventive and cosmetic veterinary procedures, costs of anti-parasite products, including preventive products;
- c) elimination of external parasites (fleas, ticks, etc.) and deworming;
- d) treatment and therapeutic management of teeth and other dental procedures;
- e) treatment related to pregnancy and delivery by the insured animal;
- f) any food, including special dietary regimens prescribed by the veterinarian, not even as a part of treatment;
- g) treatment of skin diseases;
- h) special veterinary procedures that are not necessary for the treatment of the insured animal's condition that requires immediate veterinary treatment;
- i) vaccination or castration (sterilization).

#### **Article 5 Obligations of the Insured**

1. In addition to the obligations specified in Article 11 of the VPPCP-O conditions, the Insured shall provide for adequate zoological and technical conditions for the insured animal during its stay abroad and comply with other regulations on veterinary care and the law on animal protection against cruelty.
2. In case of an insured event, the Insured shall:
  - a) report the treatment of the insured animal to the Insurance Company within three days of return from the foreign trip, but no later than within three days of the date specified in the Insurance Policy as the end of the insurance. If, however, that date occurs later than three weeks after the end of treatment, the Insured shall report the treatment of the insured animal to the Insurance Company no later than within three weeks of the end of treatment;
  - b) supply all documents to the Insurance Company which the Insurance Company requests as necessary to investigate the insured event, especially the passport of the animal kept as a pet for an insured animal that has undergone treatment, a confirmation of the insured event, billing documents for the treatment of the insured animal that indicate the medical history confirming the condition which required immediate veterinary treatment, diagnoses, possibly expected diagnoses, as the case may be, specifying the performed procedures and indicating the number of the microchip or the tattooed number of the treated animal, in their original version as well as in Czech translation which the Insured shall obtain at their expenses;
  - c) in case of an injury, it is necessary to document where, when and how the injury occurred.

### **SECTION K UNGUARDED HOUSEHOLD INSURANCE**

Unguarded household Insurance is arranged in the form of claims insurance.

#### **Article 1 General Information**

1. Unguarded household insurance shall be governed by the General Insurance Conditions for Property Insurance VPPMO-O-01/2014 (hereinafter referred to as "VPPMO-O"), Supplementary Insurance Conditions for Household Insurance DPPD-O/2014 (hereinafter referred to as "DPPD-O").
2. Unless specified otherwise in the VPPCP-O conditions, the provisions of the VPPMO-O conditions shall apply.

3. Unguarded household Insurance is arranged in the form of first loss insurance.

#### **Article 2 Scope of Insurance, Beneficiary, Place of Insurance, Commencement and Period of Insurance**

1. Unguarded household insurance shall be arranged for a definite period of time.

If the Insured dies during the period of insurance, the unguarded household insurance shall continue to be effective.

2. The Beneficiary shall be the Insured specified in the Insurance Policy, provided that the Insured meets the conditions listed in Article 3(a) or (b) of the DPPD-O conditions.
3. The place of unguarded household insurance shall refer to the places specified in Article 5 of the DPPD-O conditions, at the addresses indicated in the Insurance Policy.
4. Other services of the Insurance Company:
  - a) if an emergency situation occurs in the place of insurance specified in Article 2 of the DPPD-O conditions due to an insurable risk, the Beneficiary shall be, in addition to the rights to an insurance benefit arising from the DPPD conditions, also entitled to assistance services provided by the Insurance Company's contractual partner. The right to assistance services shall terminate if the Beneficiary or a person authorized by the Beneficiary does not request assistance services from the Insurance Company's contractual partner during the period of insurance;
  - b) if an emergency situation occurs, the Insurance Company shall provide assistance services to eliminate this situation, especially by:
    - arranging and paying, up to the arranged limit, the costs of reasonable measures taken to prevent the scope of damages from increasing e.g. by emergency security features on openings, closing of water and gas supply;
    - arranging and paying, up to the arranged limit, the costs of guarding the flat and unguarded household which would be otherwise, due to the extent of the damage, unprotected against entry of strangers;
  - c) to exercise the right to assistance services via the Insurance Company's contractual partner, indicated in clause 4(a) of this Section, it is necessary to communicate the following information:
    - ca) name and surname of the Beneficiary;
    - cb) Insurance Policy number;
    - cc) date of birth or Birth Number of the Beneficiary;
    - cd) address of the flat of the unguarded household in which an emergency situation occurred;
    - ce) contact phone number of the Beneficiary or another person authorized by the Beneficiary;
    - cf) short description of the problem that has occurred;
    - cg) other information requested by the employees of the Insurance Company in relation to the insured event;
  - d) upon arriving at the place of insurance, the Insurance Company's contractual partner shall assess the situation and determine the expected costs and a method to eliminate the emergency situation. If the Beneficiary or another person authorized by the Beneficiary does not demonstrably communicate, prior to the intervention of the assistance services, that they will pay the costs of

the assistance services over and above the insurance claim sub-limit for assistance services, the Insurance Company's contractual partner shall provide assistance services only up to the aforementioned insurance claim sub-limit.

#### **Article 3 Limits of Insurance Benefits**

The claim limit arranged in the Insurance Policy shall refer to every address of a flat with an unguarded household, indicated in the Insurance Policy. The Insurance Policy also stipulates groups of things and costs based on Article 15(5) of the VPPMO conditions and Article 8(2) of the DPPD-O conditions, for which the insurance benefits within the arranged limit are confined by the sub-limit.

#### **Article 4 Other Contractual Arrangements for Unguarded Household Insurance**

By way of derogation from Article 8(3)(c) of the DPPD-O conditions, the Insurance Company shall provide an insurance benefit of up to CZK 2,000 in case of an insured event that results in the damage, destruction, theft or loss of valid local or foreign treasury notes, banknotes and circulated coins.

#### **Interpretative Provisions**

For the purposes of the unguarded household insurance, it shall be understood that:

**Audiovisual equipment** shall refer to audio-visual devices and equipment, including antenna systems, mobile phones and fax machines, devices and equipment associated with computers, cameras, camcorders, optical equipment, electronic musical instruments, including all their parts, accessories and spare parts and any other data carriers and records on them.

**Unguarded household** shall refer to the Insured's household that is not permanently occupied during the period of insurance.

**Emergency situation** shall refer to a situation that requires immediate measures, since the insured things present in the flat with the unguarded household are exposed to immediate danger, and which cannot be handled by the Beneficiary on their own or by other means because they are staying abroad.

**Construction parts** shall refer to interior partition walls, interior stairs, doors, windows, paints, wallpapers, tiles, floor tiles, laminated floor coverings, including floating floors, sanitary facilities in bathrooms and toilets, cooker hoods, as well as water, heat, sewerage, gas and electricity distribution systems to the extent they are used exclusively for the flat specified in Article 5(a) of the DPPD-O conditions, including water heaters, radiators and floor heating boilers. Construction parts shall also refer to mechanical security devices, bricked vaults, i.e. built in the wall or floor, fire alarm systems (hereinafter referred to as "EPS Systems"), electronic security alarm systems (hereinafter referred to as "EZS Systems") and camera systems for protecting the subject of insurance. Construction parts shall not refer to: kitchen cabinets, built-in furniture, cookers, washing machines, dishwashers and lights (included under "household appliances").

**Things of special value** shall refer to things of special cultural and historical value, antiquities and antique furniture, works of art, collectors' items, including collections. They shall also include precious metals, bankbooks and cheque books, payment cards, savings bonds, securities and other similar documents, valuables (e.g. postal stamps, duty stamps, vignettes, food vouchers, telephone and other cards), and also coins (excluding for payment in circulation), medals and tokens.