

GENERAL TERMS AND CONDITIONS OF TRAVEL INSURANCE AVAILABLE WITH ČESKÁ SPOŘITELNA ACCOUNT

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SECTION 1 COMMON PROVISIONS

Article 1

Introductory Provisions

1) Bank Account Travel Insurance shall (hereinafter referred to as the "**Travel Insurance**" or "**Insurance**") conform to the Frame Insurance Policy no. 5049613046 (hereinafter the "**Insurance Policy**"), the Terms and Conditions of Insurance indicated in the Insurance Policy, the Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**") and other respective legal regulations.

2) If the provisions of the General Terms and Conditions of Insurance are contrary to the conditions of the Policy, the conditions of the Policy shall be preferred

3) Where we refer to „you“ in the Insurance Terms, we speak to you, depending on what the specific provision applies to, as to:

- persons interested in insurance,**
- to **policyholder**, i.e. to **Česká Spořitelna, a.s.**, who have concluded the Insurance Policy with us and have, among other things, the right to conclude with us amendments to the insurance policy or the obligation to pay the insurance premium,
- the **insured**, i.e. those whose life and health, property, liability for damage or any other value covered by the insurance cover is concerned, or
- entitled persons**, i.e. those who have a right to payment of the insurance indemnity from us.

4) „We“ shall signify us in the Insurance Terms, i.e. Kooperativa pojišťovna, a.s., Vienna Insurance Group, as the **Insurer** (insurance company) which concludes an insurance policy with the policyholder and in case of an insured event is obliged to pay indemnity to the beneficiary.

5) The **Travel Insurance** shall be effected for an indefinite period of time and shall be effected for repeated trips abroad, however, for any such individual journey (both private and business), the insurance shall be effected for a maximum of 90 consecutive calendar days from the departure date abroad. The number of journeys abroad during the validity of the Insurance shall not be limited. You must provide proof of your stay abroad (e.g. by ticket, travel document, hotel bill, etc.).

Article 2

Scope of Insurance

1) The following insurances and services are available within the **Travel Insurance**

- Insurance of Medical Expenses Abroad incl. assistance services (hereinafter referred to as "**Insurance of MEA**"), personal Accident Insurance, Luggage Insurance, Insurance of Luggage Delay, Insurance of Flight Delay, Third Party Liability Insurance,
- STORNO Insurance,
- TRAVEL ASISTENT, eventually other insurances arranged by the Special Terms and Conditions of Insurance.

2) The scope of insurance is further determined by the agreed insurance option specified in the insurance contract, namely Individual, Family, Individual Maxi, or Family Maxi.

Article 3

Time and Territorial Validity of the Insurance

1) The insurance covers travel and stays abroad initiated after the insurance. The insurance covers insured events that occurred during the insurance period. In the case of Third Party Liability insurance, the insurance covers claims arising from a cause (breach

of duty or other legal fact resulting in the damage caused) occurring at the time of the insurance. STORNO Insurance applies only to travel services that you have ordered and paid as an insured person for the duration of your insurance.

2) The Insurance shall be effected with the following territorial validity WORLD, i.e. all countries in the World with the exception of the Czech Republic. The condition for the right to indemnification from liability insurance is that the loss and its cause occurred in the territory of the countries for which the territorial validity of the insurance was agreed.

3) The insurance does not apply to the territory of the state in which the insured person is unauthorized in contravention of the applicable law of the country or has been gainfully employed illegally.

Article 4 Origination, Validity and Expiration of the Insurance

1) Individual account travel insurance is automatically incurred at the moment determined by the date and time specified in the insurance contract (or agreement on accession to insurance) as the commencement of insurance.

2) The Travel Insurance relating to individual account shall expire in the cases specified in the Insurance Policy, the Terms and Conditions of Insurance or the Civil Code.

Article 5 Insured Interest

1) Insured Interest shall be a legitimate need of protection against the consequences of an Insured Event. Your Insured Interest as of the Policyholder offering your clients the possibility of becoming insured persons, in insurance of another person implies from offering service within your business activity.

2) You have to inform us in writing of the termination of the Insured Interest, justify and attach documents that prove the loss of Insured Interest.

Article 6 Insurance Premium

1) As the Policyholder you are obliged to pay the Insurance Premium properly and in time in the amount agreed in the Policy.

2) The Insurance Premium shall be Regular Insurance Premium.

3) Regular Insurance Premium shall be effected for individual Insurance Periods, the length of which is specified in the Insurance Policy. Unless stipulated otherwise, Insurance Period shall be one calendar month. First Insurance Period shall begin on the first day of the calendar month in which the Insured Person joined the Insurance.

4) The maturity of the regular premium is specified in the insurance contract.

5) We shall be entitled to use the Insurance Premium paid to cover our receivables from the Insurance Premium in such order in which such receivables occurred. We shall be entitled to settle our other receivables related to the Insurance with priority.

6) If the Insurance Premium was not paid in time and in the stipulated amount, we shall be entitled to require the interest on overdue payment as well as the costs related to recovery of such Insurance Premium.

Article 7 Insurance Indemnity

1) The Insurance Indemnity shall be limited by an uppermost limit. Amount of indemnity limit, resp. the sum insured is stipulated in the insurance contract. The uppermost limit of the Insurance Indemnity Limit or the Sum Insured shall be determined

by the contracted insurance option and is given in the policy. Sublimit of Insurance Indemnity (hereinafter referred to as the "Sublimit") shall be determined in the Insurance Policy for a specific scope of Insurance. We shall indemnify from one Insured Event that occurred from the specific scope of Insurance up to the maximum of the stipulated Sublimit amount.

2) All Insured Events resulting from the same cause or from more than one cause that are directly connected shall be deemed as single Insured Event.

3) We shall provide Insurance indemnity, if the person who exercises the right to Insurance Indemnity proves – and our investigation confirms – that concerned is accidental event covered by the Insurance, i.e. that Insurer's duty to indemnify is given and the scope of this duty is determined.

4) Entitled Party (i.e. person possessing the right to Insurance Indemnity) shall be the Insured Party, unless stipulated otherwise in the Insurance Policy or other provisions of the Terms and Conditions of Insurance related to the effected Insurance.

5) We shall provide the Insurance Indemnity in money. This shall also apply in case that Insurance Indemnity from the Third Party Liability Insurance is to be paid out and you are obliged to settle the damage caused by putting it into previous condition. We shall provide the Insurance Indemnity as well as any other indemnities from the Insurance in the domestic currency, unless we are obliged to indemnify in another currency based on legal regulations, including international agreements that are binding for the Czech Republic, or our mutual agreement. In order to convert to a foreign currency, the exchange rate officially declared by the Czech National Bank (hereinafter referred to as "CNB") relating to the date of origination of the Insured Event shall be applied.

6) For purposes of determining the amount of currency conversion, we shall use:

- a) in the case of Third Party Liability Insurance, where the claim for compensation for damage in foreign currency is claimed against you, the exchange rate announced by the Czech National Bank (CNB) on the date on which the cause of the loss occurred, or the first of the related losses (the day of the event resulting in the damage suffered);
- b) in the case of insurance covers not referred to in point (a) the exchange rate announced by the CNB on the date on which the insured event arises from the relevant insurance cover (e.g. the date of the acute illness or accident or the day on which the flight or baggage is delayed).

7) For the purpose of payment in foreign currency, we shall use the rate of the bank with which our account is maintained as valid on the payout date. For the avoidance of doubt, it is stated that we do not bear any exchange rate risk associated with the conversion of currencies.

Article 8 Investigation of Loss-Incurring Event

1) We shall start the investigation without unnecessary delay after receiving the report of Loss-Incurring Event and shall carry on in the way that the investigation can be finished at the latest within three months after receiving such report. If it is not possible for us to finish the investigation within this period, we shall be obliged to inform the person claiming the right for Insurance Indemnity about the reasons of this fact.

2) The investigation period shall not include the period, in which proceedings with public authorities take place (especially civil or criminal judicial proceedings, offence or other administrative proceedings) or arbitration procedures, the result of which determines our obligation to provide Insurance Indemnity; or proceedings in the matter of a complaint of an offence for suspicion of insurance fraud filed due to false or concealed data in connection with the event reported. For this period, we shall

not be in delay with fulfilling the duty to pay out Insurance Indemnity or advance payment for Insurance Indemnity.

3) The Insurance Indemnity shall be **payable within a period of 15 days** from the end of investigation necessary in order to ascertain the existence and scope of our obligation to provide Insurance Indemnity. The investigation shall be concluded by conveying the results to the person claiming the right for Insurance Indemnity.

4) If we cannot finish the investigation within three months from receiving the report, we shall provide an **adequate advance payment** for Insurance Indemnity based on a written request of the person claiming the right for Insurance Indemnity. When determining the adequate amount of the advance payment, we shall especially consider the existing investigation results as well as the extent of the damage proved and supported by evidence. We shall not provide an advance payment, if there is a reasonable reason to refuse it, especially:

- a) if it is not certain, based on the results of the investigations carried out hitherto, whether the Insurance will be applicable to the Loss-Incurring Event or who is the Entitled Party;
- b) should you as the Policyholder, the Insured Party or any other person claiming the right for Insurance Indemnity broke the obligation related to the enforcement of right for Insurance Indemnity or Our investigation, especially if the report of Loss-Incurring Event or any other submission or document for the Loss-Incurring Event contained false or distorted information related to the Loss-Incurring Event, or if such data were withheld, or if they do not cooperate properly;
- c) if criminal proceedings in a matter related to the reported Loss-Incurring Event are conducted against the person claiming the right for Insurance Indemnity or the Entitled Party; or
- d) if there is a justified suspicion that a criminal offence was committed when claiming the right for Insurance Indemnity; justified suspicion of committing a criminal offence shall be always concerned, if a complaint of an offence was filed in relation to such enforcement of the right for Insurance Indemnity against the Policyholder, Insured Party or Entitled Party claiming the right for Insurance Indemnity or any other person acting based on their initiative.

5) We shall be entitled to lower the Insurance Indemnity by premium receivables due or our other receivables from insurance.

6) We shall be entitled to offset from the Insurance Indemnity the receivable against a person who is entitled to receive Insurance Indemnity, even if such a receivable for this person originated in different insurance.

Article 9 Rescue Costs

1) Rescue costs are the expense actually incurred to avert the imminent occurrence of the insured event, to mitigate the consequences of an already occurring insured event, to deduct the insured property of the injured party from the insured event or its remnants if there is an obligation to do so for hygienic, environmental or safety reasons.

2) The reimbursement costs and the damage suffered in connection with the activity mentioned in paragraph 1) will be replaced up to a maximum of:

- a) in the case of saving life or health of persons, **30%** of the upper limit of indemnity for one insured event agreed for the specific extent of the insurance, which threatened the occurrence of the insured event, or from which the insured event related to the incurrance of the rescue costs damage,
- b) in cases other than those referred to in point (a) **10%** of the upper limit of claims for one insured event agreed for the specific extent of the insurance that caused the occurrence of an insured event, or from which an insured event occurred, to which the reimbursement of costs or the loss occurred.

Article 10 Exclusions from Insurance

1) The Insurance shall not apply to any events that arose as a result of the following:

- a) war, rebellion, strike, uprising or other violent mass disturbances;
 - b) terrorist attacks (i.e. violent actions motivated politically, ideologically, or religiously); **this shall not apply to Insurance of MEA and Accidental Insurance;**
 - c) intervention of state authority or public administration bodies;
 - d) effects of nuclear power;
 - e) chemical or biological contamination.
 - f) epidemic, pandemic
- Exclusions mentioned in this paragraph **shall not be applied to the STORNO Insurance.**

2) Furthermore, no right to the Insurance Indemnity shall originate for a damage caused intentionally by the Insured Party, Policyholder, Entitled Party or a third party acting under the stimulus of any such Party.

3) On the basis of the Travel Insurance, no right to the Insurance Indemnity shall originate for Loss-Incurring Events which occur on the 91st day and the following days of an uninterrupted stay abroad.

4) Shall the Loss-Incurring Event occur in a period, in which the Policyholder is in delay with Insurance Premium payments, we shall not be obliged to indemnify due to the occurrence of such a Loss-Incurring Event.

5) Other exclusion mentioned in the Insurance Policy, Terms and Conditions of Insurance or resulting from legal regulations may also apply to the Insurance.

Article 11 Our Obligations

1) We shall be obliged to respect the obligations specified in the Insurance Policy, the Terms and Conditions of Insurance and the Civil Code or other legal regulations.

2) We shall be especially obliged:

- a) to answer truthfully and completely any written inquiry made by a you when negotiating on conclusion of the Insurance Policy;
- b) to maintain confidentiality about the facts related to the Insurance;
- c) to return any documents requested by the person who submitted them, if it is not necessary to keep them in original as a part of our file documentation.

Article 12 Right to Examine Your Health State

We are entitled, on the basis of a written consent of the Insured granted in the application or later action against us (e.g. reporting a loss event), to process sensitive data indicating your health status in accordance with a special law and to investigate your health or the cause of death.

Article 13 Your Obligations

1) The Policyholder, the Insured Party as well as third Party applying the right to Insurance Indemnity shall be obliged to respect the obligations specified in the Insurance Policy, the Terms and Conditions of Insurance and the Civil Code or other legal regulations.

2) As the Policyholder You are obliged to inform the Insured Person of all rights and obligations arising from the insurance policy.

3) **As the Policyholder and the Insured Person you are especially obliged to:**

- a) to answer truthfully and completely any our written inquiry related to the Insurance;

- b) to notify us without unnecessary delay of all changes to particulars that have been the subject of enquiry by us or which are specified in the Insurance Policy; change of personal and other data specified in the Insurance Policy, including change of surname, address, all other contact details provided for the purpose of mutual communication, bank connection, etc.;
- c) not to make anything without our consent that increases or could have increased the Insured Risk, and no to allow such acting to a third person; you are obliged to notify us without unnecessary delay of an increase of the Insured Risk;
- d) to put all effort, which can be reasonably required, into preventing occurrence of an Loss-incurring Event; in particular, you must not breach the obligations aimed at averting or diminishing the risk, such obligations having been imposed on you by legal regulations or on the basis of legal regulations or assumed on the basis of joining the Insurance Policy; you shall be obliged not to allow the breach of such obligations by third parties;
- e) to inform us without delay of any other insurers with whom you might be insured against the same Insured Peril as well as of the limits of Insurance Indemnities (sums insured, insurance indemnity limits, etc.) stipulated in other contracts;
- f) to inform us without unnecessary delay of the fact that the possibility of occurrence of an Loss-incurring Event has ceased (e.g. that the Insured Peril or Insured Risk ceased);
- g) to provide us with documents requested in connection with effecting, changing or terminating the Insurance Policy and to cooperate as much as possible with us in this respect.

4) **Should a Loss-incurring Event occur**, the Policyholder, Insured Party as well as third party applying the right to Insurance Indemnity shall be especially obliged:

- a) to take all measures aimed at averting further increase in the extent of consequences of the event; in case of an Loss-incurring Event caused by an acute disease or injury, the Insured Party shall be obliged to seek immediately medical attention, to doctor himself/herself according to the physician's instructions, to adhere to the therapeutic regime determined by the physician, i.e. in particular to respect the instructions of the physician regarding the treatment, not to do anything that could prevent or slow down the healing process, and to cooperate with us when checking the progress of the medical process;
- b) to inform us without unnecessary delay of the occurrence of an Loss-incurring Event, to give explanation of the origination (under which circumstances did the Loss-incurring Event happen) and extent of consequences of such Loss-incurring Event and to prove these facts, give explanation about the rights of third parties, submit documents requested by us, enable to make copies thereof and proceed in the way specified by us;
- c) to prove the dates and length of the stay abroad at our request (e.g. by ticket, travel document, hotel bill, etc.); all data must be true and undistorted and any of the data regarding the Loss-incurring Event must not be withheld;
- d) submit documents to verify that it is an insured person in terms of the Insurance Policy
- e) to secure sufficient evidence of the scope of the damage, for example through investigation by the Police or other investigative authorities, by photographic or video record;
- f) to submit documents requested by us in Czech language; should the document be issued in a different foreign language than English, French, German, Spanish, Russian and Slovak, they are obliged – at our request – to provide its original as well as corresponding authorised translation into Czech language, i.e. at own cost of the Policyholder, Insured Person or third party applying the right to Insurance Indemnity, and to make it possible to make copies thereof;
- g) to enable us or persons authorised by us to carry out investigations necessary to assess the claim for the Insurance Indemnity and the amount thereof;
- h) to proceed in accordance with any instructions given by us.

5) **Should an Insured Event occur**, the Policyholder, Insured Party and Entitled Party shall also be obliged:

- a) to provide us with all documents necessary in order to enforce the right to compensation for loss caused by the Insured Event

or another right that passed to us by payment of Insurance Indemnity from the Insurance; and to proceed in such a way that we are able to exercise these rights;

- b) to notify us without unnecessary delay of the fact that an object for which we have provided the Insurance Indemnity has been found; should we and the Entitled Party fail to agree otherwise, the Entitled Party shall be obliged to return the Insurance Indemnity after the deduction of the reasonable costs for repairing such an object, assuming that such costs are necessary in order to rectify defects occurring in the period of time when the Entitled Party was deprived of disposal of such object.

Article 14

Consequences of Breach of Obligations

1) **We shall be entitled to withdraw from the Insurance Policy**, even in the scope of individual account insurance cover, should you as the Policyholder or Insured Party intentionally or due to negligence violate the obligation to answer truthfully and completely any written inquiry made by us related to the Insurance to be effected, provided that we would not effect such an Insurance Policy, if we were aware of this fact.

2) **We shall be entitled to lower the Insurance Indemnity**, should a violation of you as the Policyholder, Insured Party or another Entitled Party significantly affect the occurrence of an Insured Event or the course thereof, or increase in the extent of the consequences thereof, or the determination of the Insurance Indemnity or specification of the amount thereof. We shall lower the Insurance Indemnity in proportion to the influence of such a violation on the extent of our obligation to provide Insurance Indemnity. In such a case, we shall be entitled no to provide Insurance Indemnity, or to suspend payments of the Insurance Indemnity in case of repeated Indemnity, i.e. until the obligations are fulfilled.

3) **We shall not provide the Insurance Indemnity**, should the Entitled Party intentionally provide untrue or grossly misrepresentative information relating to the Insured Event or should the same withhold information relating to the Insured Event, when exercising the right to the Insurance Indemnity from the Insurance.

4) **We shall not be obliged to provide the Insurance Indemnity**, should you have breached any of the obligations set forth in Article 13 (3), (4) and (5) as the Insured, you have in particular breached the obligation to prevent the occurrence of an insured event or the obligation to seek medical attention immediately in the event of a loss event.

5) We shall have the right to compensation of costs mentioned below in this paragraph. These costs may be offset or deducted from the Insurance Indemnity. We shall have the right to compensation of:

- a) costs spent on investigation of facts related to the Loss-incurring Event, provided that information on these facts were intentionally provided as untrue or grossly misrepresentative, or were withheld from us;
- b) costs spent on investigation of the Loss-incurring Event, if caused due to violation of an obligation by Policyholder, Insured Party or third party applying the right to Insurance Indemnity;
- c) losses caused due to violation of an obligation by Policyholder, Insured Party or third party applying the right to Insurance Indemnity, and compensation for costs spent unnecessarily, including costs for conducting lawsuits caused due to the same.

SECTION 2 INSURANCE OF MEDICAL EXPENSES ABROAD

The Insurance of Medical Expenses Abroad shall be effected as a loss insurance.

Article 15

Insured Event and Insured Peril

The Insured Event shall be the cost of:

- a) Your treatment abroad due to an acute illness or injury

that occurred abroad during the duration of the Insurance, if it is a medical treatment necessary and urgent to stabilize your condition so that you are able to continue the journey, or be transferred back to the Czech Republic. Non-urgent scheduled surgery shall not be considered a necessary and urgent treatment, although it cannot be deferred from the medical point of view until the end of the insurance period;

b) in connection with the death of an insured person abroad, which occurred during the period of insurance due to an acute illness or injury of the insured abroad, if such an expense results in our obligation to provide indemnity.

Article 16 Insurance of Sports Activities

1) The Insurance of MEA shall apply to recreational participation in common individual or collective sports such as aerobics, football, floorball, volleyball, ride on a snowmobile or water scooter, motor sports on snow or water (personal water crafts and snowmobiles), table tennis, badminton, bowling, tennis, squash, golf, roller skating, skateboarding, swimming, segway ride, sport shooting snorkelling, water skiing, water attractions, fishing, fishing on the high seas or on the water and the following sports:

a) skiing and snowboarding on marked and open slopes, routes and access routes to them;

b) routine hiking in undemanding terrain as well as alpine hiking and trekking on marked and open paths and trails up to a height of 5000 m above sea level and up to II. degrees of difficulty according to the international UIAA scale,

c) via ferrata up to and including C

d) cycling, cycling and cycling in open terrain (excluding mountain terrain and downhill),

e) yachting (sailing yacht);

f) „U“ ramp and skatepark

g) quad biking, go-karting,

h) parasailing, surfing, windsurf, kiting,

i) jumps on rubber rope

2) Only if options Jednotlivec (Individual) Maxi or Rodina (Family) Maxi are contracted, then the insurance cover shall also apply to

a) riding down rivers to grade 3 of difficulty, including, at an increased water flow and with adequate equipment

b) rafting to difficulty level 3, including, with adequate gear and with the participation of a professional instructor;

c) canyoning with adequate equipment with the participation of a professional instructor

d) diving with a device 40 m deep, with scuba diving certification;

3) The insurance **does not apply to races and competitions organized on an amateur or professional level** (including concentration, training, competition and friendly matches).

4) When participating in sports activities, you shall be obliged to comply with relevant safety measures, including the use of suitable protective aids required in the given country and reasonable equipment necessary for the safe performance of sports activities. Should this obligation be violated or should sports activities be performed without the relevant authorisation, we shall be entitled to adequately reduce the Insurance Indemnity.

Article 17 Insurance against Costs for Emergency Response by the Mountain Rescue Service

1) The MEA Insurance shall also apply to compensation for **costs of emergency response by the Mountain Rescue Service** (hereinafter referred to as „MRS“), if such costs are necessarily incurred in direct causal nexus with the rescue of you in a **situation, when your life or health is at risk** and provided that you are **obliged** under law to **cover** such costs.

2) The **sublimit** per Insured Event shall be determined within the of Insurance Indemnity limit for the Insurance of MEA.

3) We shall not be obliged to provide the Insurance Indemnity, if:

a) the MRS was deliberately misused in any way;

b) your life or health is placed at risk either as the result of your gross negligence or deliberate action which conflicts with an instruction given by the MRS.

4) The Insurance shall, under the same conditions, apply to compensation for costs incurred by institutions other than the MRS which carry out rescue operations in mountainous areas or other wilderness environments difficult to access (marine rescue service, and suchlike).

Article 18 Insurance against Terrorism

1) The Insurance of MEA shall apply also to loss caused to health or life, which was caused to you in connection with an act of terrorism.

2) Should any government bodies of the Czech Republic (in particular the Ministry of Foreign Affairs, the Office of the Government of the Czech Republic and suchlike) or state government bodies of another country or important international institutions report that a terrorist attack is anticipated in the given country (area), or that they do not recommend to travel to the given country (area) (hereinafter referred to only as „**High Risk Country**“), but nevertheless you set out on a journey to the High Risk Country, or do not immediately leave it, if you dwell in the High Risk Country at the time of such declaration, even though the circumstances allow it, and suffer a loss caused to your health or life related to an act of terrorism, **we shall not be obliged to provide the Insurance Indemnity.**

3) In the case that, as a consequence of a terrorist attack, provision of assistance services in the given area is precluded, the costs expended on MEA, provided that right to its recovery arises from the Insurance, shall be reimbursed to you upon submission of the original bills following your return to the Czech Republic.

Article 19 Insurance Indemnity

1) The Insurance Indemnity limit per Insured Event shall be stipulated by the contracted insurance option.

2) The Insurance Indemnity shall be provided by ourselves or via contractual assistance companies to the Entitled Party or another party which provably expended the relevant costs, including for example a physician or medical centre which treated the Insured Party abroad.

3) If you get compensation from a third party for the loss or costs associated with the Insured Event, we shall be entitled to reduce the amount of this indemnity.

4) We shall not be obliged to provide indemnification if you have failed to comply with the obligations imposed on you under Article 13, 3) 4) 5) or if the documents referred to in Article 24 (1) (b) f) are not submitted to us.

5) We will provide indemnification only up to the amount of the actual costs incurred, but up to the agreed limit of the indemnity, or the agreed sublimit, after deduction of the amount paid according to the generally binding legal regulation by the health insurance company. You are required to apply for this amount to the health insurance company and to prove it with the relevant documents, including the additional documents. Your claims to the health insurance company shall pass on us that were created by you under the applicable generally binding legal regulation. You agree to transfer them to us by issuing a power of attorney or a contract to assign this claim.

Article 20 Costs of Treatment

1) If you are abroad acutely ill or you suffer an accident, we will pay

you or for you reasonable expenses abroad for:

- a) medical treatment, incl. used materials, diagnostic means, medicaments and medical devices prescribed by a physician and the use of medical devices; nutrition, boosting or vitamin preparations are not considered medications, even if they are prescribed by a doctor and contain medicinal substances or preventative, addictive and cosmetic preparations,
- b) dental treatment in the extent of simple filling or extraction due to acute pain and simple denture repairs as a result of their damage during their stay abroad, including the cost of the medication prescribed in connection with the abovementioned procedures, up to the level of the sublimit laid down within the limit of the insurance indemnity for MEA insurance. The sublimit applies to one and all insured events for the duration of the insurance year; **said sublimit shall not apply to the treatment of teeth in connection with head injury,**
- c) medical treatment for unexpected acute complications during pregnancy occurring within **10 weeks before the expected date of delivery**, if necessary to avert the immediate risk of endangering the life of the mother or fetus or of the premature baby; we shall not provide the indemnity under this point in the case of complications arising from a risk of pregnancy.

2) If the extent of medical treatment or healing exceeds the degree necessary for acute medical care given your state of health or if the payment of disproportionate costs is required, we are entitled to reduce the insurance indemnity accordingly.

Article 21

Repatriation, Escort and Other Related Services

- 1) If you are abroad **acutely ill or you suffer an accident**, we will pay you or for you reasonable expenses abroad for:
 - a) Your **transportation** to the medical facility nearest to your place of residence abroad which is capable of providing the necessary health care and to transport from such a medical facility back to your place of residence abroad if you cannot use public transport for objective reasons, or arrange a doctor's visit to your place of residence if local conditions allow;
 - b) Your **stay in the hospital** for the necessary period of time, including in a standard room, including meals, or if you are in a hospital with intensive care if it is medically necessary,
 - c) the **accommodation** of one person accompanying you during hospitalization if medical accompaniment is necessary and if approved in advance by the assistance company or by us, up to the amount of the sublimit set within the limit of the insurance indemnity for MEA insurance,
 - d) Your **transportation (repatriation) from abroad to the Czech Republic** as soon as your health condition allows, provided that:
 - i. Due to an insured event, you cannot use the originally planned means of transport (at the same time we will cover the necessary costs of necessary accommodation and meals until the time of transportation from abroad to the Czech Republic);
 - ii. because of your state of health, you cannot stay abroad or you cannot participate in a travel or foreign journey until the original means of transport could be used; or Your medical condition requires a non-acute planned surgery, which cannot be deferred from the medical point of view until the time of return from the planned foreign trip,
 - iii. Your repatriation and its way must be approved in advance by the assistance company or us;
 - e) transport of one accompanying person in your repatriation, (d) if medical accompaniment is necessary; escort and mode of transport must be approved in advance by the assistance company or us,
 - f) transporting one person from the Czech Republic abroad and back to ensure your return to the Czech Republic, if escort insurance is necessary as a result of a MEA Insured Event; escort and mode of transport must be approved in advance by the assistance company or us,
 - g) transport, accommodation and travel insurance associated with the secondment of a substitute worker on condition that based on the opinion of the attending physician the length of your hospitalization or your disability to carry out activities

related to the purpose of your journey exceeds the period of three consecutive working days; the mode of transport of the substitute worker must be approved in advance by the assistance company or us; we shall cover the cost of accommodation up to the amount of the sublimit set within the indemnity limit for MEA insurance.

- 2) In the event of an Insured Event consisting in the **death** of the Insured, we shall pay the incurred reasonable expenses for:
 - a) the **transportation (repatriation) of the Insured's bodily remains** from the place of death to the place of storage of the remains in the Czech Republic, including the necessary incidental costs associated with it, if they have been approved in advance by the assistance company or by us,
 - b) the Insured's **funeral** in the state where the Insured Person died (unless local laws permit repatriation);
 - c) the **transportation and accommodation of one person** who attends the Insured's funeral abroad, if they have been approved in advance by the assistance company or by us; we shall cover the cost of the accommodation up to the amount of the sublimit set within the limit of the insurance indemnity for MEA insurance.
- 3) If an underage Insured is abroad without the necessary supervision as a result of accident, hospitalization or death of the accompanying person, we shall pay expeditiously incurred adequate transportation costs of one person in order to ensure the return of the underage person to the place of residence in the Czech Republic. The mode of transport must be approved in advance by the assistance company or us.
- 4) Payment of the costs for your transportation to a country other than the Czech Republic is possible with the prior consent of us or the assistance company, up to a maximum of the average costs of transport to the Czech Republic. We or the Assistance Company will set the average cost.

Article 22

Assistance Services

- 1) Within the MEA Insurance, we shall provide the following additional services through the assistance company **in case of an Insured Event**:
 - a) **mediation of the services of a physician** and admission of the Insured Party to a medical centre recommended by the assistance company;
 - b) **organisation of the Insured Party's funeral** in the country the Insured Party died in (should local law not allow repatriation);
 - c) coverage of **costs for necessary phone calls** by you or other persons with the assistance company, related to the Insured Event or other our services;
- 2) **Within the MEA Insurance**, we shall also provide the following services through the assistance company:
 - a) expert assistance to you in **obtaining replacement travel documents** in the case of loss or theft thereof;
 - b) payment of adequate costs for **transport** from the place of stay abroad to the place of the closest diplomatic service and back, for the purpose of obtaining replacement travel documents and further costs of issuing new travel documents in the case that the same were lost, stolen or destroyed, up to the sublimit amount set within the Insurance Indemnity limit for the Insurance of MEA;
 - c) we shall provide you with **financial assistance** in the following cases:
 - i. theft, destruction or loss of your luggage,
 - ii. the need to lodge a deposit in connection with an unintentional breach of the laws of the host country. Financial cash will be provided in the currency of your country, provided that a third person in the Czech Republic pays this amount, including the costs of the transfer, in advance to us or to the assistance company,
 - d) **telephone interpretation** - we shall provide telephone assistance through the assistance company in the following situations: contact with the police (traffic accident, road inspection,

etc.), negotiations with the state authorities, with medical facilities, at the customs office, filling in the necessary forms. Telephone interpretation is provided by an assistance company for interpreting from Czech into English, German and French; after your mutual agreement with the assistance company also to other languages. Telephone interpretation does not apply to situations where criminal proceedings will be brought against you.

Article 23 Insurance Exclusions

- 1) We shall not cover costs incurred:
 - a) in relation to the accident or to disease which incurred or the symptoms thereof showed prior to your departure abroad; however, the insurance covers medical care or any other care relating to the acute deterioration of stable chronic disease that imminently jeopardizes your health or life except for disease deterioration caused by negligence of prescribed treatment (mainly medication),
 - b) for treatment that was not necessary and inevitable from the medical prospective (e.g. subsequent non-acute care), mainly because you could have immediately returned back to the Czech Republic after being diagnosed or essentially treated,
 - c) as the result of your rejection of the treatment,
 - d) for psychoanalytical and psychotherapeutic treatment,
 - e) for removal of body defects and anomalies, for cosmetic treatment, vaccination and disinfection if not performed in relation to a sudden disease or accident,
 - f) for prosthodontics or their repairs, or crowns and jaw modifications,
 - g) in relation with pregnancy, abortion, miscarriage or a complicated delivery except for cases listed under Article 20 par. 1) letter c),
 - h) in relation to infertility or sterility treatment (e.g. in-vitro fertilization),
 - i) in relation to insured's mental disorder or behavioural disorder (diagnosis ranging from F00 to F99 pursuant to the International Statistical Classification of Diseases), to AIDS, HIV infection and venereal diseases,
 - j) for purchase or rent of medical accessories or appliances that were not prescribed by a physician,
 - k) for preventive medical examination relating to the employment abroad,
 - l) for medicaments treating diseases that were known to you already prior to the beginning of the insurance,
 - m) in relation to repeated demonstration of sun allergy,
 - n) in relation to health damage inflicted due to alcohol, narcotics or psychotropic substances,
 - o) in relation to addiction to alcohol, narcotics or psychotropic substances,
 - p) in relation to health damage inflicted due to deliberate self-harm by the insured, suicide or attempted suicide,
 - q) for burial of insured's remains in the Czech Republic after repatriation,
 - r) for stay in rehabilitation facilities and institutes, spas, sanatoriums, in sanatoriums treating tuberculosis and respiratory diseases, in facilities treating alcohol addiction, drugs addiction, gambling or any other addictions, in psychiatric sanatoriums and facilities,
 - s) for rehabilitation and physic treatment.
- 2) Further, we shall not cover costs expended in connection with a Loss-incurring Event which occurs in:
 - a) participation in hazardous sports activities, that is such activities which do not pertain to any of the sports activities specified under Article 16; that is in particular skiing and snowboarding outside marked routes, acrobatic skiing, ski jumping, speedriding, skialpinism, mountain climbing (incl. climbing rocks, ice and artificial walls) high-altitude hiking outside marked and publicly open routes and tracks, downhill mountain biking, motorsports except for sports listed under Article 16, flying with airplane incl. motorless planes and other sport aeronautical facilities, parachuting, paragliding, cliff diving, heliskiing, longboarding, unless stipulated otherwise under the Insurance Policy;
 - b) professional sporting activity,

- c) speleology or work of stuntman, artist, pyrotechnics, miner, professional driver, research or scientific expeditions to places with extreme climatic or natural conditions,
- d) work activities on construction sites, in industrial operations, at heights of more than 1.5 meters above the ground and below the level of the surrounding terrain,
- e) training or deployment of armed forces and armed forces.

3) We shall not be obliged to cover such costs for which compensation is to be provided by public health insurance.

4) Further exclusions may relate to the Insurance that are given in the Insurance Policy, Insurance Conditions or Legislation.

Article 24 Our and Your Obligations

- 1) You, as the Insured Party are obliged to observe these obligations:
 - a) upon your return to the Czech Republic, to announce without any undue delay the Insured Event to the Insurer,
 - b) in the event of an accident or acute illness, seek medical treatment without undue delay. When contacting a healthcare facility, show your assistance card, or to inform the healthcare facility about the assistance company contact details,
 - c) to notify the assistance company as soon as it is reasonably possible but no later than within three days of occurrence of any accident or acute illness requiring medical treatment or treatment in a health facility without delay; in the case of hospitalization, do not pay any funds to the healthcare facility without the prior consent of the assisting company,
 - d) at our request or at the request of an assisting company, to release third parties (healthcare facilities, etc.) from the confidentiality of the facts that we need for the effective provision of the assistance services, or give us power of attorney to request all necessary reports from third parties. As an Insured Person, you are also required to submit our examination to a doctor whom we determine,
 - e) costs incurred in connection with medical treatment or treatment of an accident or acute illness that does not exceed CZK 3,000, you can reimburse yourself without contacting the assistance company. **We are not obliged to provide indemnification if you directly reimburse costs exceeding CZK 3,000 without our prior consent or prior consent of the Assistance Company;**
 - f) all costs that we have to pay for the covered insurance, you are obliged to prove to us and send us the original of the relevant documents after returning to the Czech Republic. If the original of the documents was requested by the health insurance company or other insurer, we can also indemnify on the basis of a copy documented by the health insurance company or other insurer confirming the receipt of the original documents and the amount of the costs paid by them,
 - g) as the Policyholder or the Insured You are not entitled to recognize, in whole or in part, any third party claim without our prior consent or prior consent of the Assistance Company.
- 2) Other obligations and consequences of breach of obligations may arise from the provisions of the insurance contract, other provisions of policy conditions relating to the insured insurance and other legal regulations.

SECTION 3 ACCIDENT INSURANCE

Accident Insurance is concluded as a fixed-sum insurance.

Article 25 Insured Event and Insured Peril

- 1) If you are injured abroad, we will provide you with insurance indemnity for:
 - a) **the permanent consequences of an accident,**
 - b) **death as a result of an accident.**

2) We understand accident to be an unexpected and sudden act of external forces or own physical strength, independent of your will, which occurred during the duration of insurance and which was caused by bodily injury or death.

Article 26

Permanent Consequences of an Accident

1) An insured event is an accident that occurs during the duration of the insurance and which will leave you with permanent consequences no later than **3 years** after the accident.

2) We calculate the indemnity for the permanent consequences of an accident by multiplying the insurance amount stipulated by the contracted insurance option by the percentage indemnity ratio.

3) The indemnity ratio corresponds to the overall assessment of the permanent consequences of the accident in percentages stated in the Valuation Table of Permanent Consequences of Accident (hereinafter the „**Valuation Table**“).

4) If more casualties result from one injury, we will determine the total value of the permanent consequences as a sum of their percentage rating according to the valuation table, but not more than 100%.

5) If one or more injuries result in more permanent consequences on one part of the body (one limb, organ or part thereof), we will establish an overall assessment of the permanent consequences taking into account all such consequences, but not more than the percentage of the assessment in the anatomical or functional loss of the affected limb or of a part or organ thereof.

6) If the total permanent damage score does not reach at least 5%, you will not be entitled to the insurance indemnity.

7) In the event of an accident covered by this insurance, permanent damage to parts of the body that has been damaged prior to such injury will be deducted from the overall assessment of permanent consequences by a percentage assessment of the previously existing damage according to the valuation table.

8) The extent of the permanent consequences of the accident will be determined in cooperation with our medical examiner after they have been stabilized, based on your inspection as an insured medical practitioner from the relevant field of medicine. If the assessing physician tells us that the visit is not necessary, we will evaluate the permanent consequences after consultation with this physician, according to the documented medical documentation from the doctors. For functional enduring effects, we can wait for them to remain in a state that is no longer viable until 3 years after the injury and then evaluate them according to their current state.

9) You can ask us to make an advance payment in advance before settling the permanent consequences if the medical report shows at least the minimum extent of permanent consequences.

10) We are not obliged to provide indemnity for the permanent consequences of an accident if the Insured loses the consequences of such injury before the payment of the indemnity for permanent consequences.

Article 27

Death of the Insured Person as a Result of an Accident

1) The insured event is the accident of the insured, which occurred during the duration of this insurance and at the latest within 3 years from the accident, causes the death of the insured.

2) For accidental death, we will provide indemnity to the entitled person (the beneficiary) at the amount of the insured sum stipulated by the contracted insurance option.

3) If the Insured dies as a result of an accident in respect of which we have already paid the indemnity for the permanent consequences of the accident, we will provide the insurance indemnity only in the amount of the difference between the insured amount in case of death by accident and the already paid insurance for the permanent consequences of the accident. If the indemnity is paid for the permanent consequences of an accident higher than the insurance indemnity for death due to an accident, we will not provide any additional insurance indemnity.

Article 28

Indemnity

1) The upper limit of Indemnity (Sum Insured) is stipulated by the contracted insurance option and Indemnity shall be further determined by these Insurance Terms and also in accordance with the appropriate Assessment Tables valid on the date on which we received notice of the relevant Insured Event.

2) During the Term of Insurance we may unilaterally revise the Assessment Tables depending on the development of theoretical and practical knowledge of medicine and the our experiences acquired in claims handling. Current version of the Assessment Tables shall simultaneously also be available at the business premises of the Insurer or on our website.

3) Insurance Indemnity will be paid to the you , with the exception of Indemnity for the Insured's death as a result of an accident, which will be provided to an Entitled Party (beneficiary) determined in Law.

4) We **can reduce your insurance indemnity by up to 50%** if the insured event has occurred as a result of your behavior under the **influence of alcohol or other addictive (narcotic or toxic) substances**, except when these substances were contained in medications you have taken in the manner prescribed by your doctor; at the same time, you have not been warned by the doctor, or you have not been told in the package leaflet that at the time of such a drug you are not allowed to engage in an activity that has caused an insured event. However, if the insured person has died as a consequence of his actions under this paragraph, we shall reduce the indemnity only if, by his actions, the Insured Person has caused another person to suffer serious injury or the death of another person at the same time.

Article 29

Other Exclusions from Insurance

- 1) We shall not provide indemnity for **permanent consequences** or **death** of the Insured Person due to the following bodily harm or other health effects or medical examinations:
- diagnostic, life-saving, curative or preventive treatments,
 - pathological fractures, ie those fractures which result from the initial reduction in bone strength (e.g. congenital bone disease, bone tumors or osteoporosis), and which produce a lower intensity of external forces or body force than a traumatic fracture bones),
 - fractures of pathological bone growths (e.g. osteophytes, spurs),
 - fatigue or stress (exertion) fractures, i.e. fractures due to overload, and not due to a single action of the external forces or your own physical strength (e.g. march, running fracture)
 - during speleology or during work of stuntman, artist, pyrotechnics, miner, professional driver, research or scientific expeditions to places with extreme climatic or natural conditions,
 - during work on construction sites, in industrial operation, at heights of more than 1.5 meters above the ground and below the level of the surrounding terrain,
 - interruption or damage to parts of the body or organs that have already undergone degenerative changes (e.g. Achilles tendon or meniscus);
 - the onset or worsening of the hernia (hernias), tumors of all kinds and origins, leg ulcers, diabetic gangrene, aseptic inflammation of the tendon of the tendon, muscular tendons, gravity pouchs or epicondylitis,
 - intervertebral disc discoloration, disc spinal syndromes

and other back - dorsopathies (diagnoses M40 to M54 according to international statistical classification of diseases),

- j) interventions which are carried out at the insured's request and which are not medically necessary,
- k) any illness, including infectious disease, even if it occurs as a result of an accident, including the initial manifestation of, and deterioration in, degenerative changes in organs and anatomical parts of the body,
- l) the effects of immunotoxic substances, including allergic reactions,
- m) pregnancy, including at risk, artificial abortion, abortion or childbirth.

2) In addition, we will not provide indemnification for damages arising from:

- a) due to deliberate self-harm, suicide or attempted suicide,
- b) in the exercise of professional sporting activities,
- c) in the pursuit of risky sporting activity, i.e. such an activity which does not fall within any of the sporting activities referred to in Article 16; it is especially skiing and snowboarding outside the marked trails, ski jumping, climbing, flying with airplanes, including non-motorized and sport flying devices, parachuting, paragliding, motorsports except sports included in Article 16, etc.,
- d) in connection with a terrorist act in which you have actively participated,
- e) in speleology or in the work of stuntman, artist, pyrotechnic, miner, professional driver, and in research or scientific expeditions to places with extreme climatic or natural conditions,
- f) work activities on construction sites, in industrial operations, at heights of more than 1.5 meters above the ground and below the level of the surrounding terrain,
- g) in the training or deployment of armed forces and armed forces.

3) We are not obliged to provide insurance indemnities from this insurance if you have violated the treatment regimen.

4) Insurance may be subject to other exclusions contained in the insurance contract, insurance conditions or statutory provisions.

**Article 30
Your Obligations**

1) In the event of an injury, seek medical attention as soon as possible for the treatment of bodily injury, at the time when objectively identifiable symptoms of such damage are present.

The fact that you have been injured should be notified immediately on the assistance line, even if you are looking for medical treatment after returning to the Czech Republic.

2) Respect the doctor's instructions and the prescribed treatment regimen; in case of hospitalization do not leave hospital without the permission of the attending doctors or otherwise do not violate the treatment regimen, provide us with co-operation in the course of treatment. If you fail to comply with these obligations, we do not need to provide you with insurance indemnities, or we may require you to refund the indemnity already paid.

3) The fact that the injury has left you with permanent consequences, let us know as soon as the specialist confirms that the permanent effects have stabilized and their status can no longer be changed by further treatment. **The occurrence or consequent worsening of the permanent consequences must be proven to us within 3 years of the accident.**

4) Use the appropriate form for the permanent consequences of an accident to report the insured event, which is published on our website or available at our points of sale. Attach the enclosed documents and all related health documentation to the form. In the case of an accident in the event of a traffic accident, please provide a record of the police or other relevant governmental authority about the outcome of the accident investigation (a record which was subsequently written off at the place of the accident

at the competent authority's office is not sufficient).

5) Beneficiary or a person who thinks that he or she has the right to claim insurance indemnity should notify us of the death of the insured as soon as possible. The notice will use the „Notification of death“ form published on our website or available at our sales points. The form must be accompanied by all the documents contained therein, as well as any medical records of the insured related to his/her death.

6) Other obligations and consequences of breach of obligations may arise from the provisions of the insurance contract, other provisions of the insurance conditions relating to the insured insurance and the legal regulations.

SECTION 4 BAGGAGE INSURANCE

Baggage Insurance is taken out as loss insurance.

**Article 31
Insured Event**

1) Insured Event is a damage, destruction or loss of an Insured Object caused by some of the Insured Perils referred to in this section, which effected on the Object Insured at the time of the Term of Insurance.

2) Insured Event is also a damage, destruction or loss of an Insured Object, which occurred in the direct connection with the effect of some of the Insured Perils referred to in this section that effected on the Insured Object at the time of the Term of Insurance.

**Article 32
Objects Insured**

1) The Insurance applies to **baggage and personal effects**, which you took for journey or demonstrably acquired during the journey, and which are owned or co-owned by you or those are foreign objects lawfully used by you with the exception of the things you lent or borrowed on the way (hereinafter „**Insured Objects**“).

2) **Insured Objects stored in a motor vehicle** are subject to Theft Insurance in which the perpetrator demonstrably overcame obstacles protecting an Object Insured against theft, only under the condition that these were **stored in a locked luggage compartment and not visible from outside**.

3) The Insurance also applies to Insured **Objects placed in a tent, in a trailer or in a vehicle carrier**, except for electronic and optical devices (including accessories). However, in the event of their theft in which a perpetrator demonstrably overcame obstacles protecting an insured object against theft, we shall indemnify the Insured up to a maximum sublimit provided **within the sublimit** of Insurance Indemnity for the Baggage Insurance.

**Article 33
Other Insurance Exclusions**

1) The Insurance does not apply to:

- a) **valuable items**, i.e. precious metals, pearls and gems and articles made of them (except for wedding rings), money (valid domestic and foreign banknotes and coins), valuables (postage stamps, stamps, tickets, reloading and checkbooks, payment and credit cards, securities and other similar documents, objects of artistic, historical or collectibles (e.g. paintings, sculptures, collections of all kinds);
- b) **small luxury items** whose value exceeds CZK 10,000 per item (luxury watches, luxury fountain pens, luxurious sun glasses, etc.)
- c) **tickets** and similar transport documents,
- d) **documents**, plans and other documentation, any individual records made,
- e) **motor and trailer vehicles** (including their accessories);
- f) **motor vessels** (including their accessories);

- g) **aircraft** and sports flying gear (including their accessories);
- h) **items intended for sale**, items intended for exhibitions, illustrative models, samples,
- i) the items deposited in the **safekeeping premises**, except those taken into custody by the accommodation operator, or the items detained in automatic storage,
- j) **electronic and optical instruments** stored in a motor vehicle, including its roof rack or trailer, if the Insured Event has not been caused by a traffic accident,
- k) **baggage and items handed over to the carrier** for carriage,
- l) rights and **other subjects of legal relationships** which do not have material substance.

2) Other insurance exclusions may be stipulated by the Insurance Policy, Insurance Conditions or Legislation.

Article 34 Insured Perils

- 1) Insurance is taken out against **damage, destruction or loss of an Object Insured**:
- a) by a **Traffic Accident** in which Insured Objects were damaged or destroyed, or due to such a Traffic Accident you were deprived of the opportunity to protect these Objects,
 - b) a provable **health ailment** in which you have been demonstrably deprived of the opportunity to care for these things,
 - c) theft during which a perpetrator demonstrably overcame obstacles protecting an Object Insured against theft (hereinafter referred to as „Theft by Overcoming Obstacles“). Theft by Overcoming Obstacles shall mean theft, for which a competent public authority of a particular state found traces proving that a perpetrator seized an Insured Object in one of the following manners:
 - i) a perpetrator got to the point where Insured Objects are stored by making entrance opening accessible with tools that are not intended the proper opening thereof,
 - ii) a perpetrator got to the place where Insured Objects are stored by using a way different from the entrance opening,
 - iii) a perpetrator overcame obstacles by other violent acts,
 - d) by **robbery** in which a perpetrator seized Insured Objects so that s/he used violence against the Insured or threat of immediate violence; use of violence or threat of immediate violence must be apparent from investigation of a relevant public authority of the appropriate state (i.e., from a Claim Notification Report, a Police Record or other decision),
 - e) by **fire** and its concomitants,
 - f) by explosion,
 - g) by a direct lightning strike,
 - h) by a collision or a crash of an aircraft, its parts or its load
 - i) by fall of trees, poles or other objects if these are not a part of a damaged object,
 - j) by aerodynamic crash during flyover of a supersonic aircraft,
 - k) by **flooding or flood**,
 - l) by storm
 - m) by hail
 - n) by landslide, fall of rocks or earth, sliding or falling of avalanches,
 - o) by **earthquake**,
 - p) by the weight of snow or glaze ice,
 - q) by water mains hazard, i.e., fluid leaking from water mains or through a medium due to a sudden and accidental damage or failure of fire extinguishing equipment.

2) Insurance also covers a damage or destruction of Insured Objects and the Insured's barrier means designed to protect Insured Objects against theft, if caused by the conduct of a perpetrator aiming at alienating an Insured Object.

Article 35 Insurance Indemnity

1) The **limit of indemnity** from one Insurance Claim from Insurance of Baggage is stipulated by the contracted insurance option.

- 2) We shall provide Indemnity in the event of:
- a) destruction, alienation or loss of an Insured Object in the amount equal to the reasonable cost for recovery of the same or comparable new object reduced by the price of usable remains,
 - b) damage to an Insured Object in the amount equal to the reasonable costs of its repair reduced by the price of usable remains of the replaced parts; our Indemnity for repairing of a damaged object shall not exceed the amount of the Insurance Indemnity specified for the event of destruction, alienation or loss thereof.

3) We shall provide Indemnity under the preceding Paragraph in a **new price of the Insured Object**, but only at maximum to the limit of the Insurance Indemnity agreed in the Insurance Policy.

4) We may, in justified cases, decide on the method of repairing or replacing objects. If we decided so, and if, in spite of that, an Entitled Party had the objects repaired or replaced in another way, we shall be obliged to compensate only the amount which we would have performed if the Entitled Party had acted according to the our instructions.

SECTION 5 INSURANCE Of LUGGAGE DELAY

The Insurance of Luggage Delay shall be effected as loss insurance.

Article 36 Insured Event and Insured Peril

Insured Event shall be **provable inception of adequate costs that you spent on purchasing necessary substitute items due to a delay of properly registered luggage at least by 6 hours**, provided that the following conditions are met:

- a) the luggage was handed over by you to the airline company for transport;
- b) the Insured Event occurred in connection with an officially registered flight;
- c) the Insured Event occurred after your arrival by a planned flight to the transit station or target destination (not after returning back to the country of your residence).

Article 37 Insurance Indemnity

1) The Insurance Indemnity limit per Insured Event from the Insurance of Luggage Delay shall be stipulated by the contracted insurance option.

2) We shall provide indemnity up to the amount of the documented costs of the **necessary replacement items** that you have to incur as a result of baggage delays, up to the limit of the lump sum insurance indemnity. Costs are deemed to be documented only if you provide us with proof of purchase of these items. **The cost of accommodation, meals and transport is not considered** to be a substitute item. In addition, you are required to prove by written confirmation to the air carrier that you have given it to your luggage for carriage, that your luggage has been delayed, what was the delay time for your luggage, whether you have provided compensation and what amount.

3) We shall not be obliged to provide Insurance Indemnity in the scope, in which the airline company provided compensation.

SECTION 6 INSURANCE Of FLIGHT DELAY

The Insurance of Flight Delay shall be effected as loss insurance.

Article 38 Insured Event and Insured Peril

The Insured Event is the occurrence of reasonable costs that you will demonstrably spend on your **diet, luggage storage**

or accommodation as a result of a flight delay (not flight cancellation or missed departure, even a consequent departure), even a flight that should occur during the duration of the insurance, subject to a delay of departure of **at least 6 hours**.

Article 39 Insurance Indemnity

1) The Insurance Indemnity limit per Insured Event from the Insurance of Flight Delay shall be stipulated by the contracted insurance option.

2) We shall provide you with Insurance Indemnity from Insurance of Flight Delay only in the case that you submit documents to us proving the flight delay duration and expenditure of costs for meals, luggage deposit or accommodation.

3) We shall not provide indemnity in the amount of the cost of your meals, baggage or accommodation, in which you have been reimbursed by these carriers in return for such costs in connection with flight delays.

SECTION 7 ASSISTANCE In The EVENT Of OPERATIONAL IRREGULARITIES In AIR TRANSPORT (TRAVEL ASSISTANT)

Article 40 Scope and Conditions of Assistance

1) Irregularity in air transport means the following:
a) your flight has been **delayed by more than 3 hours**,
b) your flight has been **anceled**,
c) you have been **denied boarding**,
d) due to flight delays, you have **missed the next flight**,
e) you have been given a **lower travel class**,
(hereinafter referred to as the „**Air Transport Irregularity**“).

2) In the event of an Air Transport Irregularity, we will assist you through our contractual partner („**Assistance Provider**“) in securing your claims against the airline, to the following extent:

- a) **telephone consultation** on the basic options for dealing with Air Transport Irregularity, in particular providing the necessary information on your rights as a passenger in the current situation, at the airport,
- b) **your claim** arising from the applicable EU Regulation in respect of an Air Transport Irregularity against an air carrier with a headoffice in the EU; the assumption is the conclusion of an **order** between you and the assistance provider; the Assistance Provider is entitled to a **19%** remuneration from the amount of compensation that you have recovered from the Air Transport Irregularity for you.

Article 41 Your Obligations

1) When exercising the right to assistance, you are required to provide the following information: name, surname and birth number, insurance option, description of the situation, contact telephone number and other specific information needed to provide assistance.

2) In case of claim / enforcement of an air carrier, you are **required to enter into a contract with the assistance provider** and to provide the necessary assistance in exercising this claim.

SECTION 8 THIRD PARTY LIABILITY INSURANCE

The Third Party Liability Insurance shall be effected as loss insurance.

Article 42 Insured Perils and Scope of Insurance

1) The Insurance shall apply to your **obligation**, as determined by legal regulations, **to settle non-property loss or damage** (damage

to assets) mentioned in the following paragraphs of this article, provided that it was caused to a third party in the course of your journey in connection with activities or relationships in **ordinary civil life**.

The insurance also covers **the obligation to compensate for damage** caused by:

- a) an animal that you have during your journey in accordance with legal regulations with you, except in cases expressly excluded from insurance,
- b) in the case of practical training or internship, if you do not resume work or similar relationship or exercise other gainful activity, including the obligation to compensate for the damage caused by the damage or destruction of the movable asset (possibly by injury or death of the animal) took over,
- c) movable property that you are entitled to use if it is a matter of the equipment of the accommodation facility that you have rented out; accommodation facility means an establishment designed for temporary accommodation for a fee operated by an entrepreneur entitled to provide accommodation services (e.g. a hotel, boarding house), including hostels, hostels, etc. For accommodation facilities for this insurance, we also consider a caravan and a homeboat (e.g. homeboat, yacht), which will be damaged in connection with their use as accommodation.

2) In case of injury to human life or health, we will replace:

- a) **non-material damage** caused by an interference with the right of the injured party to protect his or her health (e.g. smart money, disfigurement),
- b) **the mental suffering** of the spouse, parent, child or other person close to the injured in the event of killing or particularly serious injury to the injured party,
- c) **subsequent financial damage** that arises as a direct consequence of damage to life or human health, if such insurance is covered by insurance under these insurance conditions (e.g. loss of earnings, loss of earnings, treatment costs, funeral expenses).

3) **In the case of material damage** (hereinafter referred to as „**the item**“), we will indemnify on your behalf:

- a) damage caused to the item by its damage, destruction or loss,
- b) the subsequent financial loss suffered by the owner of the item or person lawfully using the contract as a direct result of the damage referred to in point (a) if damage to such items is covered by insurance under these insurance conditions (e.g. lost profits, costs of destruction of destroyed items).

4) In case of **injury to a living animal** (hereinafter referred to as „**animal**“), we will indemnify on your behalf:

- a) damage caused by the killing, loss or injury of an animal,
- b) the subsequent financial loss suffered by the owner of the animal or the person lawfully using the animal as a result of the contract as a direct consequence of the damage referred to in point (a) if damage to the animal is covered by insurance under those insurance conditions (eg lost profits); expensively spent costs associated with the health of the wounded animal shall be borne by the person who expends them.

5) We will also indemnify on your behalf:

- a) reimbursement of the cost of the services paid by the **health insurance authority**,
- b) the **regressive compensation** you are required to pay to the health insurance authority in connection with the entitlement to a sickness insurance indemnity if such liability arises as a result of injury to the health or life of a person covered by insurance under those insurance conditions.

These reimbursements are assessed for the purpose of insurance as a substitute for injury and are adequately covered by the terms of the liability insurance.

For the purposes of reimbursement of the costs referred to in this paragraph, the exclusion of the loss which the insured is obliged to compensate for his / her spouse, registered partner, siblings

or relatives in direct line or persons living with him / her in the same household shall not be used.

6) The insurance also covers the reimbursement of the costs necessary to your **legal protection** against the claim for compensation if it is covered by the insurance arranged under these insurance conditions, to the extent resulting from Article 44.

Article 43 Insured Event

1) The Insured Event shall be enforcement of a legitimate claim for loss compensation towards you, to which an obligation on the part of us to provide the Insurance Indemnity is linked.

2) We shall be obliged to provide Insurance Indemnity, provided that the cause of origination of the loss, i.e. violation of legal duty or other legal fact, in the consequence of which the loss occurred, took place during the period of validity of the Insurance.

3) More claims for loss compensation resulting from one or more causes that are directly linked to each other shall be considered to constitute a single Insured Event, i.e. independently of the number of Injured Parties.

Article 44 Costs of Legal Protection

1) Should you as the Insured Party have met all obligations imposed on you in connection with occurrence of the Insured Event, we shall be obliged to pay costs expended for the purposes of:

- a) proceedings regarding compensation for loss in a relevant authority, provided the same were necessary to determine your liability or the amount of the compensation for the loss in connection with the Insured Event; and your costs for legal representation in such proceedings at all instances;
- b) defence in criminal proceedings (that is preliminary proceedings as well as proceedings in courts of justice at all instances) held against you in connection with the Loss incurring Event, provided that we have so committed ourselves in writing;
- c) costs of extrajudicial negotiations of the claim of the Injured Party for the compensation for the loss, provided that we have so committed ourselves in writing.

2) Costs of legal representation and defence under paragraph 1) exceeding the tariff-based remuneration for legal counsel in the Czech Republic determined by the relevant legal regulations shall be paid by us only in cases where the Insurer has so committed themselves in writing.

3) We shall not pay the costs under paragraph 1), provided that you as the Insured Party have been found guilty, in connection with the Loss-incurring Event, of wilful criminal act. Should we have already paid such costs, we shall have the right against you to a return of such disbursed amount.

Article 45 Insurance Indemnity

1) We shall provide indemnity from one Insured Event up to the limit of the insurance indemnity stipulated by the contracted insurance option. You choose the limit at your responsibility.

2) The amount of reimbursement of the costs of legal protection under Article 44, together with the insurance indemnity provided from one Insured Event, may reach the maximum amount of the insurance indemnity limit stipulated by the contracted insurance option.

3) In the Third Party Liability Insurance, you can claim the right to insurance indemnity only as the insured person. We pay the indemnity to the injured party, but the injured party has no right to claim against us.

4) If the Loss-incurring Event is dependent on the outcome of proceedings before a public authority (in particular civil or criminal, administrative or other administrative proceedings) or arbitration proceedings, it can not be terminated without it. In such a case, we are not in delay in the provision of the indemnity or the advance payment of the indemnity until the final decision of this authority is delivered to us.

Article 46 Other Exclusions from Insurance

1) We shall not indemnify you from liability insurance for damage caused by:

- a) intentionally (including arbitrariness or negligence),
- b) to things or animals that you use unjustifiably,
- c) on movable things or animals that you are entitled to use (such as renting, lending) or have it with you; this exclusion does not apply to damage to objects used in practical training or internship or to accommodation facilities within the meaning of Article 42 (1),
- d) movable property or animals that you have taken over to fulfill your obligation; this exclusion does not apply to damage caused to items taken over in the course of practical training or internship within the meaning of Article 49 (1) b),
- e) pollution of the environment,
- f) as a result of a breach of a legal obligation or other legal fact that you were aware of at the time of joining the Insurance Policy or in the light of all the circumstances,
- g) in professional sporting activities,
- h) for gainful employment,
- i) an occupational accident or occupational disease, including reimbursement of the costs of the paid services provided by the sickness insurance fund and the regressive allowance that you are required to pay to the sickness insurance authority in connection with the entitlement to a sickness insurance indemnity,
- j) in connection with the ingestion of alcohol or the use of narcotic drugs or psychotropic substances,
- k) the operation of a motor vehicle and the operation of a craft which, under the laws in force in the Czech Republic, is subject to a license,
- l) in connection with the flight, incl. flying with sporting flying equipment, non-powered aircraft, flying in balloons, jumps and parachute flights,
- m) in relation to an activity or relationship in which a law prescribes the obligation to take out liability for damage (loss), irrespective of whether the right to benefit from such compulsory insurance has arisen,
- n) the introduction or spread of contagious human, animal or plant disease,
- o) in connection with the possession and use of weapons, ammunition, pyrotechnics or explosives,
- p) in connection with the ownership or possession of the property,
- q) animals exported or obtained for the purpose of business or for gainful purposes,
- r) a wild and exotic animal,
- s) a dog in the exercise of the right of hunting or a service dog in the service performance.

2) We shall further not cover from liability insurance:

- a) harm if you have assumed the obligation to reimburse it to a wider extent than that provided by the law, including cases where you can not claim limitation on the ground that you have negotiated a longer limitation period than is prescribed by the law; or have waived of the opportunity,
- b) fines, penalties or other contractual, administrative or criminal penalties or other payments which are repressive, exemplary or preventive, irrespective of whom they have been imposed.

3) We shall also not compensate for the damage you are required to pay:

- a) to your spouse, registered partner, siblings or relatives in a direct line, or to persons living with you in a common household,
- b) a legal entity with which you are linked to property.

4) Further exclusions may be stipulated by the Insurance Policy, Insurance Conditions or Legislation.

Article 47

Your Obligations and the Consequences of Their Breach

- 1) Should a Loss-incurring Event occur, you shall be obliged in particular:
 - a) to inform us in writing without undue delay of the fact that the injured party has exercised the right to compensation for loss against you, and to give opinion concerning your obligation to compensate the loss, concerning the loss itself and the amount thereof,
 - b) to inform us in writing without undue delay of the initiation of proceedings by a law enforcement body (mainly civil and criminal proceedings, proceeding for minor offences or any administrative proceedings) or arbitration proceedings against you in connection with the Loss-incurring Event, and to inform us of the course and results of such proceedings,
 - c) not to disburse or undertake to disburse an out-of-date debt or any part thereof without our approval,
 - d) neither to satisfy (neither in money nor by reinstalling the original status) nor to accept, in part or in full, a claim for compensation of a claim that was made against you without the our approval.
- 2) In proceedings concerning compensation for loss held against you, you shall have in particular the following obligations:
 - a) to proceed in accordance with the instructions given by us,
 - b) not to conclude judicial conciliation or to make any other conciliation settlement without our approval,
 - c) to make an objection due to time elapsed,
 - d) to exercise legal remedy incl. protest, unless agreed otherwise with us,
 - e) to proceed in such a way that you do not give rise to the passing of judgement by default or by acceptance.
- 3) Should you as the Insured Party violate any of the obligations specified under paragraph 1), clauses c) and under paragraph 2), clauses b) to e) of this Article, we shall not be obliged to indemnify.
- 4) Further obligations of the Insured Party and consequences of violation of obligation may rise based on the provisions of insurance policy, further provisions of the insurance terms and conditions relating to the contracted insurance and based on legal regulations.

SECTION 9 "STORNO" CANCELLATION INSURANCE

"STORNO" CANCELLATION insurance shall be effected as loss insurance.

Article 48

Insurance Scope

"STORNO" CANCELLATION insurance shall be effected for the following cases:
travel service provider's or intermediary's titles to fees for travel service cancelled by you (hereinafter referred to as "**cancelation fee**") which you were obliged to bear in relation to the loss-incurring event.

Article 49

Loss-Incurring Event and Insured Peril

- 1) The loss-incurring event is a sudden cancellation of a travel service that you, as the insured, have ordered and paid to your account for the duration of your insurance for the following reasons and provided that such reason arose after joining the insurance:
 - a) acute illness or injury suffered by the insured, which, according to the attending physician's decision, does not allow him / her to use the travel service
 - b) an acute illness or injury suffered by the fellow traveler of the insured or a person close to him and which, at the attending physician's decision, require hospitalization or bed restraint,
 - c) medical complications requiring hospitalization as a result of pregnancy within 10 weeks before the expected birth, which

- occurred to the insured, a person close to him or a traveling companion,
- d) death of the insured or of the passenger,
- e) the death of a person close to the insured person who should not have taken part in the same journey if the death occurred less than 30 days before departure;
- f) rape of the insured, traveler or close person notified to the law enforcement authority,
- g) extensive damage to the insured's property, which occurred less than 30 days prior to his / her departure, due to a natural disaster (eg fire, explosion, flood) or as a result of a third party crime, if it can be proved that determining the amount of damage or reducing the extent of damage,
- h) natural disasters occurring in the destination area of a foreign trip, the occurrence of which is confirmed by local or international authorities or authorities,
- i) summoning the insured to court;
- j) an accidental loss of employment as a result of organizational changes or the cancellation of the employer, which occurs after the purchase of a trip that occurred to the insured, traveling passenger,
- k) divorce proceedings involving persons who were to take part in the same journey;
- l) conducting a re-examination if the date of the re-examination is fixed.

2) All cancellations or delays of travel services that are directly related to each other in time, place or otherwise shall be considered as one insured event.

Article 50

Indemnity

- 1) We shall indemnify in case of loss-incurring event: **in the amount of 80 % of the total cancellation fees**, maximally up to the indemnity limit stipulated by the contracted insurance option. However, the amount of indemnity from all insured events occurring during one insurance year must not, at the same time, exceed the stipulated indemnity limit for STORNO insurance.
- 2) In parallel, the indemnity provision is pre-conditioned as follows:
 - a) loss-incurring event incurred within the insurance duration,
 - b) the reasons for travel service cancellation incurred at the point, when the travel service could not have been cancelled without cancellation fees,
 - c) the travel service has been purchased during the insurance period.

Article 51

Further Exclusions

- 1) We shall not indemnify if:
 - a) the travel service is cancelled due to illness or accident, which you knew about when signing the insurance policy or due to a change in health status or due to alcohol and drugs abuse,
 - b) you could have anticipated the loss-incurring event incurrence already when purchasing the travel service,
 - c) you caused the loss-incurring event on purpose or by gross negligence,
 - d) you cancelled the travel service due to changes in the travel itinerary or in the travel service booking or due to the impossibility to leave for holidays due to business reasons,
 - e) you could not draw a travel service for business reasons,
 - f) you fail to arrive at the departure point, if you miss the departure or are excluded from the transportation,
 - g) the travel service is not used due to bankruptcy of the travel agency.
- 2) Other insurance exclusions may be provided by the Insurance Policy, Insurance Conditions or Legislation.

Article 52

Your Obligations

- 1) Should it become apparent that you will have to cancel the use of travel service, you shall be obliged to:

- a) immediately notify us that circumstance occurred resulting in the cancellation of use of travel service,
- b) cancel the booked travel service immediately, however not later than within three business days after learning about the reason, if the objective situation allows
- c) to send us the completed and signed form „Notification of cancellation of the travel service“, to document the fact for which it is necessary to cancel the travel service, e.g. a medical report, a copy of a certificate of incapacity for work or a release report from the hospital, a confirmation of cancellation of the travel service, a copy of the order for travel services, proof of payment of the travel service, and the amount returned by the travel service provider (if no part of the cost of the travel service has been reimbursed by the provider or the additional costs have not been partially reimbursed by the provider) , cancellation conditions of the provider, confirmation by the provider that in the case in question it was no longer possible to provide an alternate, or other documents, which we will request.

2) In case of a loss-incurring event, the insured shall be obliged to proceed in a way, which enables the insurer to claim - toward the travel service provider or any other parties - the right to travel service price refund, extra costs refund, compensations or any other similar right that was transfer on the insurer in relation with the loss-incurring event; the insured shall be further obliged to provide the necessary cooperation.

3) In case of infringement of your obligations, we shall be entitled to reduce the indemnity adequately or to reject it completely. You shall be held liable for any damage inflicted to us as the result of infringement of your obligations.

4) Other obligations and consequences of breach of obligations may arise from the provisions of the insurance contract, other provisions of policy conditions relating to the insured insurance and other legal regulations.

SECTION 10 FINAL PROVISIONS

Article 53 Governing Law and Disputes

- 1) Insurance policy and legal relationships arising from the policy are governed by Czech Law.
- 2) Disputed arising from the insurance policy shall be filed with the competent court of justice in the Czech Republic.
- 3) The authority substantively responsible for out-of-court settlement of consumer disputes arising from this Insurance shall be the Czech Trade Inspection, Štěpánská 567/15, 120 00 Praha 2, www.coi.cz.

Article 54 Our Costs

We shall be entitled to reimbursement pursuant to the Costs Overview for service listed under the Costs Overview effective on the day when the service was requested. The up-to-date version of Costs Overview shall be published at all insurer's points of sale and at his web pages.

Article 55 Form of Legal Acts

- 1) Insurance policy shall be executed in writing, unless stipulated otherwise under the Civil Code.
- 2) Should acceptance of an offer be considered as invalid due to the failure to comply with the written form or due to other reasons, and should you as the Policyholder pay the first premium or a rate payment thereof prior the deadline listed in the offer (if not listed in the offer then no later than one month after the delivery of the offer), the offer is considered accepted by the payment of this

first premium or a rate payment thereof.

- 3) Legal acts, notifications and applications shall be executed in writing, if they have an impact on:
 - a) duration and termination of insurance,
 - b) change of premium,
 - c) change of insurance scope.

4) Legal acts which are to be executed in writing are valid, mainly if signed by the authorized signatory, if executed via data box, if a verified electronic signature pursuant a special regulation is attached to it or if made via insurer's internet application with secure access.

5) Legal acts, notifications and applications not listed under par. 3) of this Article may be executed in writing, over the phone, via e-mail, insurer's internet application or via data box, if the insurer allows the delivery to a data box. This applies mainly to claim notifications, to both policyholder's and insured's notifications of change of surname, residence, correspondence address and of other contact details as listed under Policy , to policyholder's application for change of payment method of current premium (except for premium payment via direct debit). Legal acts, notifications and applications pursuant to this paragraph not executed in writing shall be additionally executed in writing, if requested by us.

6) We shall be authorized to contact other insurance participants by electronic or other technical means (such as phone, SMS, e-mail, fax, data box) in matters concerning the insurance relation mainly in relation to the policy management and claim handling, unless agreed otherwise. When selecting the communication form, we shall take into account the obligation as stipulated under relevant legal regulations and the nature of conveyed information.

7) Legal acts, notifications and applications shall become fully effective towards the other contracting party once delivered.

Article 56 Delivery and Dispatching

- 1) Written documents shall be dispatched via a holder of post licence and shall be mailed:
 - a) to us at the following address: Kooperativa pojišťovna, a.s., Vienna Insurance Group, Brněnská 634, 664 42 Modřice, or to any other address which shall notify you about.
 - b) by us to the correspondence address of the relevant person (recipient) as listed under the Policy or otherwise notified to us. If no correspondence address is listed under the Policy or additionally notified to us, all written document shall be sent to the address listed under Policy or additionally notified to us as residence or permanent address or registered office of such entity.
- 2) You shall be obliged to inform us without undue delay about any change in correspondence address or address of their permanent address, residence or registered office. Should you as the Policyholder make the delivery of documents impossible by failing to notify us about the change in correspondence address, address of their permanent address, residence or registered office, the document shall be deemed duly delivered on third business day after dispatch and in case of delivery to address in a different country but the Czech Republic, on the fifteenth day after dispatch.
- 3) In case of delivery different from par. 4) to 6), the consignment sent via registered mail with delivery slip shall be deemed delivered on the day given as the day of receipt on the delivery slip and the consignment sent via registered mail without the delivery slip or via regular mail on third business day after dispatch and in case of delivery to address in a different country but the Czech Republic, on the fifteenth day after dispatch.
- 4) Should you make the consignment delivery impossible by refusing to take it over, the consignment shall be deemed delivered on the day, when the recipient refused to take it over.

5) Should you make the consignment delivery impossible by failing to take over the registered consignment with/without delivery slip (sent by insurer) that is deposited with the post office during the depositing period, the consignment shall be deemed delivered by the lapse of the depositing period.

6) Should you make the consignment delivery impossible in a different way as stipulated in the preceding paragraphs (e.g. by failing to tag their post box with their first and last name or company name) the consignment shall be deemed delivered on the day when it was returned to the insurer.

7) A registered consignment or a registered consignment with a delivery slip sent by us shall be deemed delivered also in case when it is taken over by a different person (e.g. family member) who the post delivered the consignment to in accordance with legal regulations on postal service.

8) Unless stipulated otherwise, documents can be delivered electronically (e.g. via data box, our internet application, electronic message or electronic message with verified electronic signature) to the address provided for the purpose of electronic communication. Documents sent by insurer electronically to the latest contact detail provided by addressee shall be deemed delivered on the tenth day after dispatch, unless the delivery day can be established or unless stipulated by legal regulations otherwise, albeit the addressee does not learn about the content thereof, if not excluded under legal regulations.

9) Written documents may also be delivered by our employee or any other person authorized by us, mainly to addressees pursuant to par. 1) clause b), but also to any other location, where the addressee is willing to accept the document. Written documents delivered in such way shall be deemed delivered on the day when they were accepted.

Article 57 **Definition of Terms**

For the purposes of the Insurance in accordance with these Terms and Conditions of Insurance, the following definitions of terms shall apply:

1) **Acute disease** shall mean a disease which directly endangers the life or health of the Insured Party and requires urgent medical treatment.

2) **Assistance company** shall mean an entity which, based on a contractual relationship with the Insurer, ensures and organises the provision of assistance services.

3) **Current Insurance Premium** shall be the Insurance Premium determined for the Insurance Period.

4) **Travel Service** shall mean a service provided to the end consumer for the purpose of satisfaction of needs related to recreation, tourism, culture and sports, outside of his permanent residence as a combination of individual services or as a single service. Travel service shall mean in particular an organised trip, accommodation, transport (including flight ticket, ropeway and lift transport), caravan rental, car rental, vessel or sports equipment rental, sport lessons provided that these services are provided outside of the permanent residence of the Insured Party, in particular as part of recreation. For the purposes of Loss of Travel Service Use Insurance, Travel Service shall not mean language lessons.

5) **Body part** means a part of human body, which was injured in course of accident, such as head, thorax, abdomen, spine, upper and lower extremities.

6) **Child** is considered to be the child of the insured person or the child adopted by the insured person.

7) **The Authorized Person** is a natural person authorized to dispose of funds on the Account in accordance with the instructions given

by the Account Holder on the specimen signature of the Account granted by the Account Holder to the insurance establishment and fulfilling the conditions for entering the insurance in accordance with the insurance contract.

8) **Account Holder** means a natural person - a consumer who has a contractual agreement with the Policyholder to maintain an account and who fulfilled the conditions for entering the insurance in accordance with the insurance contract concluded between the insurer and the policyholder.

9) **Traffic accident** means an event of road traffic such as crash or collision of vehicles, which incurred or started on a road.

10) **Physician** means the relevant general practitioner or a specialist with necessary licences, who is neither the policyholder nor insured person nor entitled person nor a close relative.

11) **Disease** shall mean disorder in your physical or mental health identified and classified in accordance with the generally recognised principles of medical science.

12) **Hospital** shall mean a bedside health facility providing basic and specialized diagnostic and medical care on acute or emergency care beds for the purpose of your examination, diagnosis, treatment or treatment.

13) **New-price** shall mean the price for which the same or comparable object may be re-acquired, at the given place and given time, as the same object or new object of the same type and purpose.

14) **Assessment table** means our assessment table for handling claims arising from accident insurance.

15) **Responsibility** for damage means the obligation to indemnify arising from legal regulations.

16) **Entitled Party** is such party that becomes entitled to the Insurance Indemnity as the result of an Insured Event. The Entitled Party shall you, in cases of insured's death caused by accident, it shall be the person stipulated under the Civil Code.

17) **Persons living in common household** mean natural persons who live together on a permanent basis and who share the costs for their needs.

18) **Policyholder** shall be Česká Spořitelna, a.s., which has entered into the Frame Insurance Policy with us and therefore is entitled to offer joining this Insurance.

19) **Term of Insurance** shall be the period of time for which the Insurance is effected.

20) **Insured Event** shall be a random event to which the origination of our obligation to provide the Insurance Indemnity is linked.

21) **Insurance year** means 12 months; the first insurance year begins on the first day of the calendar month in which the insurance related to the individual account falls.

22) **Insured Peril** shall be a possible cause of origination of the Insured Event.

23) **Insurance Indemnity** shall be financial indemnity provided by us on the basis of the Insurance Policy in the case of origination of an insured Event.

24) **Insured Risk** shall be the rate of probability of origination of an Insured Event caused by the Insured Peril.

25) **Fixed-Sum Insurance** shall be insurance the purpose of which is the gain of a fixed sum, which is an agreed financial amount as a result of an Insured Event, to an amount which is independent

of the origination or scope of the loss.

26) **Loss Insurance** shall be insurance the purpose of which is compensation for the loss incurred as a result of an Insured Event.

27) Insured Party shall be the party whose life, health, property, obligation to pay damages, or other values of Insured Interest are covered by the Insurance.

28) **The Insured Person** within the scope of the Individual (Jednotlivec) and Individual (Jednotlivec) Maxi insurance is the Account Holder / Disposing Person.

The insured person in the scope of the Family and Family Maxi insurance versions is:

- a) Account Holder/Authorized Person along with
- b) the Account Holder's/Authorized Person's spouse
- c) a partner who has entered into a partnership with the Account Holder/Authorized Person in accordance with Act No. 115/2006 Coll., as amended
- d) where the persons referred to in (a) are not: b) or c) the Account Holder (s)/Authorized Persons
- e) up to 3 descendants (children and / or grandchildren) of the Account Holder/Authorized Person or persons referred to in (a); (b) or (c) or (d) up to 18 years of age.

For persons referred to in (a) b) to d), the insurance applies only if, at the time of the insured event, they live with the Account Holder/ Authorized Person in the same household and at the same time insurance was concluded in the scope of the Family (Rodina) or Family Maxi.

The grandchildren are covered only if they travel together with the Account Holder/Authorized Person and at the same time insurance was arranged in the scope of the Family or Family Maxi at the time of the insured event. A joint trip with the Account Holder/ Authorized Person is considered to be a stay abroad, which the co-insured person initiated and terminated on the same day and with the same means of transport as the Account Holder/Authorized Person.

29) **Damage to an object** shall mean such damage to an object which may be rectified by repair, when the costs of such repair do not exceed the amount corresponding to the costs of re-acquisition of the same or comparable object.

30) A **legal entity** with which an insured person is affiliated is a legal entity in which the insured has more than 50% of the ownership interest.

31) **Percentage share** means the percentage of sum insured defined for individual body injuries in the respective assessment table.

32) **Professional sports activities** shall be any sports activities that the participants engage in for a financial payment, as well as any preparation there for. This shall not include sports activities performed for health or recreational reasons.

33) An **obstacle in road traffic** means everything that could jeopardize the safety or continuity of the road traffic such as load, material or other objects, vehicle abandoned on a road or defects in practicability of a road.

34) **Adequate costs** mean the lowest costs, for which the given goods and service could have been acquired at the particular place and time.

35) **Fellow traveller** shall mean a person who purchased a travel service together with you and is specified in the same Insurance Policy and travel or other contract, which has the travel service as its subject.

36) **Stabilized chronic disease** shall mean such disease which existed as of the date of commencement of the Insurance; however, your condition in a period of 12 months prior to your departure for the journey abroad did not indicate that a need to seek

a physician in the course of the journey would occur.

37) **Loss-incurring Event** shall be an event by which a loss is caused and which could form a basis for the origination of the right to the Insurance Indemnity.

38) **Body injury** means a damage to a part of the body, organ or extremity due to accident.

39) **Permanent consequences of an accident** shall be defined as anatomical or functional bodily injury which the professional physician, on the basis of an objective finding, identifies as permanent and whose condition can no longer be influenced by further treatment.

40) A **traffic participant** is a person who is directly participating in the road traffic such as vehicle driver, pedestrian or cyclist.

41) **Events incurred due to nuclear power** effects mean events incurred:

- a) by ionizing radiation or by radioactivity contamination from nuclear fuel or nuclear waste or by nuclear fuel combustion,
- b) by radioactive, toxic or otherwise dangerous or contaminating properties of nuclear facilities, reactor or nuclear construction or nuclear component.
- c) by effects of a weapon using atomic or nuclear fission, synthesis or any other similar reaction, by effects of radioactive power or materials.

42) **UIAA** (from French, Union Internationale des Associations d'Alpinisme) is an international organisation of mountaineering associations from various countries. (UIAA issues safety standards and defines difficulty levels.)

43) **Injury** shall mean the unexpected and sudden effects of external forces or insured's bodily force, independent of his/her will, which incurred during the period of validity of the Insurance and which inflicted insured's bodily damage or death.

44) **Use of an object** shall mean circumstances in which the Insured Party has a movable or immovable object under disposition and can in fact use the utility features of the same.

45) **Object** means a tangible object.

46) **Vehicle** means a motor vehicle, a non-motor vehicle or a tram. Motor vehicle means a non-propelled vehicle powered by its own propulsion unit, including motor vehicles serving as working machines (e.g. garden tractors), electric vehicles, segway trucks, etc., and trolleybuses. Non-motorized vehicle means a vehicle driven by human or animal strength, such as a bicycle, a hand pallet truck or a cover vehicle.

47) **Destruction of an object** shall mean such damage which cannot be remedied by economically reasonable repair, when the object can no longer be used for its original or similar purpose.

48) **Loss of an object** shall mean circumstances in which you or the injured party, independently of their will, suffers loss to their capacity to dispose of the given object, including theft of the object. **In case of differences between the Czech and English version hereof, the Czech version shall prevail.**