

# General Insurance Terms and Conditions of Group Insurance for VISA INFINITE Payment Card Holders

This document is for informational purposes only. In case of doubt, the general insurance terms and conditions written in the language in which the insurance was arranged shall apply.

## PART I COMMON PROVISIONS

### Article 1 Initial Provisions

1. The rights and liabilities provided by this insurance are governed by Act no 89/2012 Coll., the Civil Code (hereinafter just the "Act") and the General Insurance Terms and Conditions for Group Insurance for VISA INFINITE Card Holders, VPP\_INFINITE (hereinafter abbreviated to "GIT") and the Policy Statement. GIT form an integral part of the insurance contract. Where the insurance contract contains provision differing from the Act or these GIT then the contract shall apply where the Act shall permit that.
2. Insurance pursuant hereto may only be contracted if there is insurance interest in it.
3. The insurance contract and the policy agreed in it are governed by the law of the Czech Republic. Disputes following from or related to this policy shall be finally decided by the competent courts of the Czech Republic.
4. The insurance contract must be in writing. Amendments thereto must also be in writing and agreed between and approved by the parties thereto.
5. These GIT govern group insurance of natural persons holding a VISA Infinite card issued by UniCredit Bank Czech Republic and Slovakia, a.s. (UCB).
6. The insurance contract may deviated from individual provisions hereof. Any deviation from these GIT agreed in the insurance contract shall be effective since the moment of written agreement about the deviation between the parties hereto.
7. The policyholder for the purpose hereof is UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 - Michle, business ID: 649 48 242, company entered in the Commercial Register, maintained by the Municipal Court in Prague, in Section B, File no: 3608, (hereinafter also the "Policyholder" or the "Bank").
8. The insurer for the purpose hereof is AWP P&C SA, with registered seat at 93400 Saint-Ouen, 7, Rue Dora Maar, Republic of France, company registration no 519 490 080 O.R.Bobigny, company entered in the Commercial Register maintained by the Commercial Court at Bobigny under administrative number 2016B01853, doing business in the Czech Republic through its branch of foreign legal entity in the Czech Republic, with registered seat at: Prague 7, Jankovcova 1596/14b, post code 17000, business ID: 276 33 900, company entered in the Commercial Register maintained by the Municipal Court in Prague, in Section A, File no 56112 (hereinafter the "Insurer" or the "Insurance Company");
9. These GIT shall apply throughout the policy term agreed in the insurance contract.
10. The Policy Statement forming Annex 1 hereto forms an integral part hereof.
11. These GIT come to force and effect as at 1st July 2023

### Article 2 Insurance Program for VISA INFINITE TOP VIP Card Holders

- 1 The insurance program for VISA Infinite card holders issued by UniCredit Bank Czech Republic and Slovakia, a.s. Includes the following insurance types:
  - 1.1. Travel insurance  
Travel insurance is designed for protection of the insured

while they travel to and stay abroad, i.e. outside the territory of the Czech Republic, and includes:

- a) Insurance of health care costs incurred abroad;
  - b) Accident insurance;
  - c) Liability for damage insurance;
  - d) Air travel insurance;
  - e) Luggage insurance;
  - f) Insurance of business and sports equipment;
  - g) Insurance of sports weapons and hunting equipment;
  - h) Trip cancellation insurance;
  - i) Cash emergency;
  - j) Legal assistance insurance;
  - k) Car assistance service insurance;
  - l) Insurance in case of downhill slope closing;
  - m) Insurance of unused holiday;
  - n) Insurance of rescue costs;
  - o) Insurance of vehicle key loss;
  - p) Insurance of veterinary costs;
- 1.2. Additional insurance of assistance
    - a) Insurance of domestic assistance services;
    - b) Insurance in case of Mountain Rescue Service intervention in the Czech Republic.
  2. The assistance services are provided during the policy term and only outside the territory of the Czech Republic, with exceptions communicated before the journey start, including domestic assistance services, vehicle technical assistance services and insurance of Mountain Rescue Service interventions in the Czech Republic.

### Article 3 Terms and Definitions

The following terms shall have the following meanings for the purpose of the policy contracted pursuant hereto:

**Acute illness:** a sudden onset of an illness threatening the health or the life of the insured and requiring necessary and immediate medical attention;

**Assistance service:** help provided on the basis of insurer authorization to persons in need getting into trouble as a consequence of an insured incident in the course of their insured journey;

**Bank:**

- A legal entity with registered seat in the Czech Republic, incorporated as a joint-stock company, being a credit institution pursuant to special legislation and holding certification for banking service provision, or
- A branch of a foreign bank, being an organizational unit of a foreign bank located in the Czech Republic and directly providing services such as deposit acceptance or loan provision;

**Valuables:** jewels and objects made of precious metals, precious stones or pearls, watches, fur coats, antiques, works of artistic or historic value and weapons;

**Time value:** the value of a thing immediately before the insured incident concerning it. The time value is calculated on the basis of the value of the new thing and the age of the thing, its wear and tear or other devaluation before the insured incident, or added value of the thing created by repair, modernization or otherwise;

**Chronic disease:** a long-term disease (including post-traumatic conditions), existing before the insured journey and requiring, in the course of the last 12 months before the insured journey, either hospitalization, change of therapy or medication, or further

examination, or was not stabilized, or recurred in the period specified above;

**Accompanying person:** A family member or another person provided or appointed by the insurer, or an assistance service, accompanying the insured on their way to a health care facility, in the course of their stay in the health care facility and on their way back to the Czech Republic;

**Payment card holder:** a natural person in the name of which the VISA Infinite payment card was issued by the card provider;

**Epidemic:** A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority;

**Financial loss:** financial loss suffered by the insured as a consequence of an incident further specified below herein;

**Gross negligence:** behaviour (conduct or negligence) expected to cause damage or other loss which the insured knew might cause damage or loss but assured without substantiation that the damage or loss would not be caused, or was informed about the damage or loss or was indifferent to the damage or loss caused by their conduct;

**Cyber Risk:** Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:

- a) Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system;
- b) Any error or omission involving access to, or the processing, use, or operation of any computer system;
- c) Any partial or total unavailability or failure to access, process, use, or operate any computer system; or
- d) Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data;

**Theft by burglary:** appropriation of a thing by an offender after overcoming obstacles protecting the thing against misappropriation. Simple theft without break-in is not considered burglary pursuant hereto, see the terms and definitions.

**Simple theft:** Appropriation of an insured thing which the insured had on them at the time of the theft and the offender did not have to overcome any obstacles preventing theft, or used violence or threat of immediate violence, and the insured, contrary to their will, lost the possibility to dispose with the thing;

**Robbery:** appropriation of a thing by an offender using threat of violence or direct violence against the insured;

**Incident:** an event assumed to possibly happen in the course of the insured period, but not sure to happen, or to happen at a certain time, at the moment of the insurance contract execution;

**New price:** The price for which the same or similar thing serving the same purpose in the same place and time can be newly acquired.

**Value table:** a list of health damages and percentage rates of potential compensations needed for calculation of insurance compensation by the insurer for permanent consequences of an injury (hereinafter "Value Table"). The Value Table can be consulted in the offices of the insurer. The insurer reserves the right to amend the Value Table on the basis of developments in medical science and practice. The amount of insurance compensation shall always be specified by the insurer on the basis of the Value Table effective as at the time of the insurance contract execution;

**Immediate beneficiary:** A person appointed by the policyholder in the insurance contract and holding the right to insurance compensation from accident insurance of the insured in the case of the insured's death; **Misappropriation:** For the purpose hereof includes theft by burglary and simple theft;

**Eligible party:** the party eligible for insurance compensation as a consequence of an insured incident suffered by them;

**Person related to the insured:** a direct family member (father/son, grandfather/grandson, great grandfather/great grandson), sibling and spouse or partner pursuant to special legislation laying down rules of registered partnerships between unmarried couples, other persons within the family or in similar relations can be considered related to the insured if the loss suffered by one of them may be felt by the other as their own and this can be proved by the related person. Persons related to the insured are deemed to include in-laws and persons living permanently in a common household;

**Pandemic:** An epidemic that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority;

**Payment card:** a valid VISA Infinite payment card issued to a bank account kept by the policyholder;

**Insured period:** the period for which the policy has been contracted;

**Premium period:** the period agreed in the insurance contract as the period for which the premium shall be paid;

**Insured incident:** an incident covered by the policy;

**Insurance compensation:** a compensation the insurer is liable to provide in the case of an insured incident occurrence in compliance herewith;

**Insurance interest:** eligible need for protection against consequences of an insured incident;

**Insurer:** a legal entity authorized to perform insurance activities in the Czech Republic pursuant to applicable valid legislation;

**Policyholder:** the premium payer executing an insurance contract with us;

**Insured:** the person to whose life, health assets or liability or another subject of insurance interest the policy applies;

**Professional sport:** performance of a sporting activity for a charge and on the basis of a contract with a sports organization;

**Policy statement:** a list of all sums insured, insurance limits and deductions agreed for an individual policy. The policy statement forms an integral part hereof;

**Sufferer:** a person suffering damage or loss and entitled for its compensation;

**Recreational sports:** standard leisure sporting activities and non-professional sports. Recreational sports for the purpose hereof include: aerobic, airsoft, aqua aerobic, badminton, basketball, running, ski running along marked routes, boccia, bowling, ice skating, bumerang, bungee running, bungee jumping, curling, cycling, tourist cycling, drag boat - dragon boats, fitness and bodybuilding, floorball, footbag, football, frisbee, goalball, golf, handball, in-line skating, yachting within 20 miles from the coast, elephant or camel riding, water pedalling, water scooter riding on a motor boat sailing within 20 miles from the coast, yoga, kayaking or canoeing up to WW1, WW2 demand level, kick box - aerobic, cycle run, cycloball, corfball, cricket, billiards, bowling, body building, skittles, skiing along marked routes, curling, low rope obstacles (up to 1.5 m), mini trampoline, modern gymnastics, foot tennis, orienteering (including radio orienteering), petanque, swimming, beach volleyball, diving down to max. 40 metres, rafting up to WW1 demand level, speed skating (on ice and in-line); showdown, skicross, snowboarding along marked routes, softball, spinning, sport modelling, sport fishing, squash, table football, table hockey, table tennis, streetball, synchronized swimming, chess, darts, snorkelling, dance, tennis, tchoukball, trekking, rowing, water skiing, water polo, volleyball, hiking or trekking along marked routes in undemanding terrain with max. demand level 1UIAA without use of mountaineering aids and/or walks at up to 3,000 m above sea level and via ferrata of demand class A, juggling (diabolo, fire show) and other sports representing similar risks. The insurer shall decide about inclusion of other sports and activities into this category;

**Repatriation:** Transport of the insured or their remains into the Czech Republic, or into another Member State agreed with the insurer;

**Need:** a situation with immediate threat of death or serious health damage or considerable property damage or extension of existing damage requiring immediate attention;

**Insured incident:** an event causing damage or loss which might constitute the right to insurance compensation;

**Terrorism:** planned, thought-out or ideologically motivated violence focused against unaligned persons and serving for achievement of a certain goal. Terrorist attacks include:

- attacks against humans threatening their lives which may cause health damage or death;
- kidnaps or taking hostages;
- destructions of governmental or public facilities, transport systems, infrastructure equipment including information systems, public places or private property, threatening human lives and causing economic loss;
- aircraft, boat or other passenger or goods transport means hijacking;
- preparation for use and use of weapons, explosives, nuclear, biological or chemical weapons with the aim to threaten human lives or health;
- preparation for release and release of hazardous substances, causing fires or floods with the aim to threaten human lives or health;
- interference with or cutting water, electricity and other basic natural resource supplies with the aim to threaten human lives or health;

**Injury:** unexpected and sudden action of external forces or own body force independently of the will of the insured in the course of the policy term causing damage to health or death to the insured;

**Gale:** Air flow reaching at the insured location the minimum speed of 75 kph;

**Luggage:** personal belongings and sporting equipment of the insured usual for the purpose, nature and length of the insured journey;

**Substantial damage:** means damage worth at least CZK 210,000;

**Earthquake:** earth surface shakes caused by geophysical processes inside the Earth. Earthquake for the purpose hereof means earthquake reaching in the insured location at least stage 6 of the earth macro-seismic scale EMS 98, or stage 5 of the Richter scale;

#### Article 4 Policy Establishment and Termination, Insured Period, Policy Applicability

1. This policy is established in favour of a travelling third-party insured VISA Infinite card holder, his/her accompanying spouse and children up to 26 years of age. The insured agrees with the policy accession by **FILING THE APPLICATION/EXECUTING THE CONTRACT FOR PERSONAL PAYMENT CARD ISSUE AND USE.**
2. This policy comes to force and effect on the date of execution of the insurance contract between the insurer and the policyholder.
3. The individual policies within this program are limited by the period of validity of the VISA Infinite payment card or a card issued in continuation of the card validity period, unless otherwise specified below.
4. The policy shall take effect for the insured at the moment of acceptance of the VISA Infinite payment card by its holder, but not later than at 0:00 of the first calendar day of the first calendar month of the card validity period.
5. The policy shall expire after elapse of the insured period, i.e.

on the date of expiration of the payment card validity (at 24:00 of the last day of the payment card validity period), but not later than at 24:00 of the day of expiration of the card holding contract to which the policy relates, or of the day when the card holder returns the card to the policyholder for any reason, or when the policyholder suspends the rights of the card holder for the reason of withdrawal from the contractual relationship with the card holder.

6. The individual policies may also be terminated by:

- a) Agreement between the parties: the agreement must specify the moment of the insurance termination and the method of mutual settlement between the parties. The agreement must be in writing to be valid;
  - b) Withdrawal;
  - c) Non-payment of an insurance premium;
  - d) Cessation of the insurance interest;
  - e) Cessation of the insured peril;
  - f) Death of the insured;
  - g) Refusal of insurance compensation, unless otherwise agreed herein or in the insurance contract,
  - h) Written notice by the insured about loss of interest in an individual policy, then the policy shall cease to exist on the last day of the calendar month in which the notice was served;
  - i) For other regulatory reasons.
7. For the purpose of the policy pursuant hereto a valid card shall include a misappropriated, lost or currently ineffective card if the client has already filed an application for a new card issue in replacement of the original card, until the moment of the new payment card takeover by the client (when the policy shall be transferred on the new card issued in replacement of the original card). On the card renewal (card issue in replacement of an expired card) or issue of a replacement card for a card that was lost/misappropriated/non-functional) the policy shall not be suspended and shall continue without interruption.
  8. The insured period is 1 month. The insurance premium for the insurance period shall be paid by the policyholder.
  9. The purpose of the insurance is to cover repeated journeys abroad. The insurance applies to an unlimited number of foreign trips beginning and ending in the Czech Republic within the policy effectiveness period. Unless otherwise specified herein, the time of uninterrupted stay abroad in the course of which the insured becomes entitled for insurance compensation, shall be limited to maximum 90 consecutive calendar days, beginning at the moment of crossing the frontier of the Czech Republic and ending at the moment of crossing the frontier on return to the Czech Republic and/or at 24.00 CET on the 90th day of the stay outside the Czech Republic, whichever comes earlier.
  10. The right to insurance compensation from aircraft travel insurance is constituted at the moment of the journey start, or at the moment of utilization of the first purchased travel service at the time of the policy validity period, and ceases at the moment of the insured's return from the trip, or use of the last purchased travel service at the time of the policy validity period.
  11. The right to insurance compensation from trip cancellation insurance is constituted at the moment of payment of the price of the trip and/or the first advance payment towards the price of the trip and ceases at the moment of the journey start, or utilization of the first purchased travel service at the time of the policy validity, not later than at the moment of the originally planned journey start.
  12. The right to insurance compensation from domestic assistance service insurance shall apply throughout the insured period.

#### Article 5 Insured Persons

1. Insured persons include:
  - a) Any holder of a valid VISA Infinite payment card issued for a bank account (hereinafter "**Card holder**"), and further;



- b) The spouse of the card holder travelling with the card holder;
  - c) The children under 26 travelling with the card holder.
2. The insured must be a citizen of the Czech Republic or a person holding permit for permanent or temporary stay in the Czech Republic or participating in public health insurance in the Czech Republic and holding the European Health Insurance Card (EHIC).
  3. The insurance applies to insured on their tourist trips and business trips of administrative or managerial nature abroad.

#### Article 6 Territorial Applicability of the Policy

1. The insurance applies to insured incidents occurring outside the Czech Republic, unless otherwise specified herein.
2. The policy does not apply to events occurring in the territory of the
  - a) Czech Republic, unless otherwise specified below;
  - b) State the citizen or resident or participant in the public health insurance system of which the insured is; with the exception of insured with permanent or temporary permit for stay in the Czech Republic and participation in the Czech public health insurance or similar insurance in the Czech Republic, when the insurance shall also apply to the events occurring in the country of citizenship of the insured;
  - c) State where the insured stays illegally.
3. The insurance of trip cancellation applies across the world.
4. The insurance of domestic assistance services and the insurance of technical vehicle assistance applies to insured incidents occurring in the Czech Republic.

#### Article 7 Deductions

The deductions for the individual policies are specified in the Policy statement.

#### Article 8 Insured Incident, Insurance Coverage

1. An insured incident is a random incident specified in detail in the insurance contract or herein or in special legislation to which the insurance contract refers and occurring in the course of the insured period and connected with the constitution of the liability of the insurer to provide insurance coverage.
2. The upper limit of insurance coverage for the individual policies is specified by the sum insured or the coverage limit defined in the Policy statement.
3. The sum insured or the coverage limit for the individual policies pursuant to the Policy statement, forming an integral part hereof, applies in the specified amount to every insured individually; in the case of children the specified amount is a summary limit for all children of the insured.
4. The insurance coverage and its amount shall be decided by the insurer on the basis of the submitted documents and in compliance herewith, with the Policy statement, the related supplementary insurance terms, the relevant special provisions hereof, the insurance contract and the related insurance agreements.
5. The insurance coverage shall be payable in 15 days from completion of the investigation for the purpose of finding out the scope of the insurer's liability to provide compensation. If the investigation cannot be completed in one month from the insured incident reporting to the insurer then the insurer shall provide an adequate advance to the insured at the latter's written request.
6. The insurance coverage shall always be payable in the official currency of the Czech Republic on the basis of the official exchange rate of the day of the insured incident occurrence in the Czech Republic, except for direct payments to foreign health care facilities and foreign sufferers, unless agreed otherwise.
7. If the insured intentionally breaches any of the liabilities laid down herein the insurer shall be entitled to reduce or reject coverage, subject to the size of effect of the breach on the scope of the insurer's liability to provide compensation.

#### Article 9 Transfer of the Right of the Insured onto the Insurer

1. If the insurer provided to the insured or another eligible party insurance coverage for an insured incident caused by a third party then at the moment of the coverage payment the right to damage compensation towards the third party up to the amount of the coverage shall pass onto the insurer.
2. The insured shall be liable to provide to the insurer correct and complete information about the insured incident, the liable third party, their insurer, the legal representative and other persons acting in the name of the third party, any other insurance company involved and about damage compensation received from the third party or another insurance company.
3. If the insured files a claim for damage compensation towards the third party responsible for the insured incident occurrence or their insurance company then the insured shall be liable to inform the responsible third party or their insurance company about the existence of the right of the insurer to damage compensation pursuant to section 1 above herein. The insured shall further be liable to provide the necessary assistance to the insurer for the right of the insurer towards the third party or the insurance company of the third party to be successfully applicable. If the insured receives any damage compensation from the third party or the insurance company of the third party without the insurer's claim to have been satisfied by the third party or their insurance company, then the insurer shall be entitled to claim damage compensation from the insured up to the amount of the payment provided by the third party insurance company to the insured or to any other eligible party from the insurance contract.
4. The insured shall be liable to take appropriate measures to prevent forfeiture or cessation of the right of the insurer to damage compensation pursuant to section 1 above herein.
5. If the right of the insurer to damage compensation ceases or becomes impossible to apply as a consequence of violation of the liability of the insured pursuant hereto then the insurer shall become entitled to claiming damage compensation from the insured up to the amount which would otherwise have been recoverable from the third party.

#### Article 10 Special Provisions

1. All payments effected in connection with the policy, except for direct payments to foreign health care facilities or foreign sufferers, and also the insured sums and limits shall be denominated in the official currency of the Czech Republic and shall be payable in the Czech Republic.
2. If the insurer requests a medical examination of the insured then the insured shall have to undergo the examination by the physician specified by the insurer. In that case the insurer shall cover:
  - a) The costs of the medical examination and the related travel costs;
  - b) The costs of issue of the related medical report if required by the insurer.
3. The insurer shall not cover the costs of medical examinations or medical reports not required by them.
4. If the insured at any time in the course of the insured period recalls their consent with provision of health related information or refuses to undergo the insurer required medical examinations and if this fact affects the ability of the insurer to investigate the scope of the insurer's liability to provide compensation, then the insurer hereby reserves the right to adequately reduce or completely refuse to provide insurance coverage.

#### Article 11 Personal Data Processing

1. The policyholder hereby agrees to provide the insurer with personal data needed for execution and implementation of the insurance contract. The policyholder shall be liable to inform the insurer without undue delay about any changes in the above mentioned personal data. By execution of the insurance

contract the policyholder confirms to have been acquainted with information about personal data processing by the insurer, also available on the insurer's web site on [www.allianz-assistance.cz](http://www.allianz-assistance.cz).

2. By execution of the insurance contract the policyholder further agrees to provide information about personal data processing by the insurer to all third parties whose personal data have been provided to the insurer (including the insured, the beneficiaries or other eligible parties).

#### Article 12 Notice Delivery

1. The insurance terms and conditions laid down in the insurance contract and herein and applicable to the policyholder shall apply to the insured accordingly.
2. Legal acts concerning the policy shall require written form, unless otherwise agreed herein.
3. Written communications addressed to the insurer shall be deemed delivered on the date of the notice receipt confirmation by the insurer or their authorized representative, unless agreed otherwise.
4. Written communications of the insurer addressed to the policy holders (hereinafter "**Addressee**") shall be delivered:
  - a) By a postal license holder (hereinafter "**Carrier**") either by registered or by ordinary mail to the address specified by the policyholder in the insurance contract or by the insured in the policy accession document or to the last known address of the Addressee,
  - b) In person by an employee or authorized representative of the sender (hereinafter "**Authorized representative**"),
  - c) Electronically if so agreed between the insurer and the Addressee.
5. if the Addressee cannot be reached then the Carrier shall deposit the insurer's notice with the receiving post office. In the case of delivery by an Authorized representative the representative shall notify the Addressee in writing (by placing the notification in the letterbox of the Addressee, or via a trustworthy person knowing the Addressee) when and where the notice can be collected. if the Addressee fails to collect the notice in 10 days from its depositing at the post office then the last day of this deadline shall be deemed the date of the notice delivery to the Addressee, including when the Addressee was not informed about the deposit. This does not apply to the case when the Addressee could not be informed about the notice delivery for not being present at their delivery address for serious reasons and inability to communicate change of the address to the insurer (for example in the case of sudden hospitalization, injury or illness).
6. If the Addressee refuses to accept a delivered notice then the notice shall be deemed delivered on the date of refusal of its receipt by the Addressee, which the Addressee or recipient of the written notice must be informed about.
7. In the case of any notice delivery by a postal license holder the notice shall be deemed delivered on the third day from posting of the notice addressed to the contact address of the policyholder, the insured or the insurance company, unless another delivery date can be proved.
8. In the case of personal delivery the notice shall be deemed delivered and received by the Addressee at the moment of its takeover from the Carrier. The Addressee shall be liable to confirm the date of receipt of any personal delivery on a copy or the other counterpart of the delivered notice.
9. Delivery by courier service permitting delivery confirmation is also acceptable. Notices delivered in this way shall be deemed delivered at the moment of their takeover from the courier by the Addressee.
10. If the Addressee refuses a thus delivered notice then the notice shall be deemed delivered on the day of its receipt refusal.
11. If a delivered notice has been deposited and the Addressee failed to collect it within the deposit period then the notice shall

be deemed delivered as at the last day of the deposit period.

12. The insurer shall be entitled to use alternative communication means (telephone, e-mail, SMS) for communication with the policyholder, the insured or their attorneys in connection with the policy administration, insured incident liquidation and offers of products and services of the insurer. These communication means serve for acceleration of mutual communication, not replacing written form of communication when written form is required by the insurance contract of applicable generally binding legislation, though. Written notices delivered electronically to the email address of the recipient shall be deemed delivered on the day of their acceptance by the mailbox of the Addressee, in doubt the email communications shall be deemed delivered on the day of their sending by the sender. Written notices delivered by SMS to the phone number of the recipient shall be deemed delivered on the day of their acceptance by the mobile device of the Addressee, in doubt the SMS communications shall be deemed delivered on the day of their sending by the sender. The communications shall be addressed to the last known contact data (phone number, e-mail address), notified by the Addressee to the Sender in a documented manner.
13. Neither the policyholder nor the insured shall be entitled to transfer any of their claims or rights following to them from the insurance contract laying down a policy pursuant hereto onto a third party (parties).
14. For the purpose of e-mail delivery of notices exchanged between the policyholder and the insurer the following e-mail addresses shall be used:
  - The policyholder: [PrivateBankingCZ@unicreditgroup.cz](mailto:PrivateBankingCZ@unicreditgroup.cz),
  - The insurer: [medical@allianz-assistance.cz](mailto:medical@allianz-assistance.cz) .

#### Article 13 General Exclusions from Insurance Coverage

1. The policy does not apply to the following cases:
  - a) The eligible party caused the insured incident intentionally or through an instructed other party;
  - b) The insured incident occurrence was known or reasonably expectable before the policy execution;
  - c) The insured incident caused damage to health or thing in connection with alcohol or addictive abuse; this does not apply to accident insurance;
  - d) The insured incident was connected with a suicidal attempt, suicide or intentional self-damage by the insured;
  - e) The insured incident was directly or indirectly connected with a disease diagnosed before the policy execution;
  - f) The insured incident was caused by unauthorized performance of an activity requiring special qualification or certificate in the country of the insured incident occurrence;
  - g) The insured incident was connected with an intentional criminal act by the insured or with violation of a governmental restriction or order, or visa duty of the insured;
  - h) The insured incident was connected in the course of professional sporting activity of the insured;
  - i) The insured incident was connected with motor vehicle, vessel, aircraft or balloon driving by the insured without the required license or in violation of an official regulation or without knowledge or against the will of the vessel owner or operator;
  - j) The insured incident happened in a remote location or in the environment of extreme social, political or climatic conditions, such as: polar trips, trips to deserts, marshlands, caves, large uninhabited areas, trips to war zones or life or health threatening zones pursuant to the local governmental or self-governing authority notification, or otherwise unrecommended to travel to;
  - k) The insured incident was connected with performance of pyrotechnical, caving, beast taming, stunt, artistic, rescue or deep mining activity, unless otherwise agreed in the

- insurance contract;
- l) The insured incident was connected with war, invasion, activity of a foreign enemy, military act (in the context of declared or undeclared war), civil war, terrorist act, resurrection, uprising, riot, unlawful assembly, strike, civil commotion, military or usurped power, repressive interventions of governmental bodies and security bodies of the state, group of persons with evil intentions, people working for a political organization or coup, expropriation, confiscation for military purposes, destruction or damage by governmental order acting de jure or de facto and/or by order of another public authority, or caused by nuclear radiation from any source or radioactive contamination or use of biological or chemical weapons; the insurer however provides full insurance protection if the insured is exposed to the risk of irradiation in the context of a therapeutic process performed under medical supervision, unless otherwise agreed in the insurance contract. In the case of an insured incident abroad related to a terrorist act and falling within therapy cost insurance the exception shall not apply.
  - m) The insured incident was caused by nuclear radiation, non-permissible release of radioactive substances or ionizing radiation into the environment;
  - n) The insured persons were involved in preparation, organization or implementation of a terrorist attack. The insured did not follow instructions of the insurer or the called assistance service, failed to effectively cooperate with them or to submit the assistance service or insurer requested documents;
  - o) The insured incident was caused by bankruptcy of the transport, package, accommodation or other service provider;
  - p) The insurer was unable to investigate the insured incident for the insured failed to permit information provision to the insurer or the assistance service by their attending physician or other institutions as requested by the insurer or the assistance service;
  - q) The insured failed to provide certified translations of the submitted documents to the Czech language at their cost, and the documents were not issued in English;
  - r) The insured failed to submit to the insurer documents or other materials the insured is liable to provide in connection with a request for insurance coverage pursuant hereto;
  - s) The insured intentionally provided false or incomplete information to the insurer or the assistance service about the insured incident;
  - t) The insured incident was connected with occupational injury or disease, unless otherwise laid down in the supplementary insurance terms;
  - u) The insured incident was connected with performance of soldier activity, police activity, activity of another uniformed corps member or another security corps member;
  - v) The insured incident occurred in connection with manual activity related to the business of the insured, their occupation or other profit-making activity.
  - w) The insured incident occurred in connection with an epidemic or pandemic, except when and to the extent that an epidemic or pandemic is expressly referenced in and covered under trip cancellation coverage, trip interruption coverage or emergency medical/dental coverage;
  - x) The insured incident occurred in connection with cyber risk
2. The insurer shall not cover any lost profit.

#### **Article 14 Rights and Liabilities of Policy Holder and Insured**

1. The policyholder and the insured are liable to correctly and completely answer all written questions of the insurer concerning the contracted policy. This also applies to the policy amendment.

2. The same liability as under 1 above herein is with the insurer in relation to the policyholder and the insured. This liability may be fulfilled in the name of the insurer by their appointed insurance intermediary.
3. In the case of a foreign peril insurance the policyholder is liable to acquaint the insured with the insurance contract provisions concerning insurance of their perils and submit to the insured the relevant documents issued by the insurer.
4. The policyholder and the insured are liable to inform the insurer or their assistance service about any other executed or existing travel insurance contracts with the same or similar insured perils and insured risks and a similar insured period with other insurer; the notification shall include the business name of the other insurer and the amount of the sum insured.
5. The policyholder is liable to prove payment of the insurance premium (for example by a bank account statement with the relevant payment) on request of the insurer or its appointed insurance intermediary.
6. If the lost or misappropriated property is found or recovered after reporting the insured incident or paid insurance coverage the policyholder, the insured or other beneficiaries shall be liable to inform the insurer without undue delay; ownership rights to the found property is not passed onto the insurer by the insurance coverage payment. The insurance coverage received by the eligible party for the lost and found property shall be returned to the insurer after deduction of reasonable costs incurred for repair of defects caused to the lost property at the time when its owner was unable to dispose with their property.
7. If the insured incident report includes intentionally falsified or grossly biased substantial data concerning the scope of the reported incident or intentionally omits important data concerning the incident then the insurer may claim compensation of costs incurred for investigation of the facts that were falsified, biased or not reported. The costs of the insurer incurred for that purpose shall be deemed to have been purposefully incurred.

#### **Article 15 Liabilities of Policyholder**

1. In addition to the regulatory liabilities the policyholder is hereby made liable to submit to all insured individuals these GIT, the general insurance terms and conditions of the insurer and the Policy Statement and acquaint the insured with the contents of these documents.
2. The policyholder is liable to notify the change of their registered address or address for correspondence to the insurer without undue delay.

#### **Article 16 Liabilities of the Insured**

1. In addition to the regulatory liabilities the insured is further made liable hereby to prevent the insured incidents from occurring and take all reasonable measures to avert threatening incidents or mitigate their consequences.
2. The insured is liable to perform their activities in compliance with the applicable security regulations of the country of their activity performance, including use of functioning protective equipment (work protection equipment, biking, skiing and snowboarding helmet, helmet and rescue vest for water sports etc.)
3. In the case of occurrence of an incident for which the insured believes to be entitled to claim insurance coverage the insured is liable to notify the insurer without undue delay, to provide the correct and true explanation of the origin and scope of consequences of the incident, to submit the required documents and to proceed in the manner agreed in the contract; the same applies to the policyholder.
4. The insured is liable to provide the insurer with the necessary assistance in the course of the incident investigation and perform the acts required by the insurer without delay.
5. The insured is liable to provide permission to the involved third



- party (especially their attending physician) to provide information to the insurer on their request about matters connected with the investigated insured incident.
6. The insured is liable, on request of the insurer, to provide certified translations of documents needed for the insured incident investigation.
  7. The insured is liable, on request of the insurer, to request from their health insurance company an "excerpt from individual account of the insured" and submit the same to the insurer.
  8. The insured is liable to assure that their right to compensation of damage caused by the insured incident or similar right of the insured towards the involved third party is transferred onto the insurer on the insurance coverage payment.
  9. The insured is liable to undergo medical examination by a physician appointed the insurer for the purpose of verification of facts needed for ascertaining the liability of the insurer to pay out the insurance coverage; this liability also applies to the travel companion of the insured traveller.
  10. The insured is liable to return any insurance coverage received unjustly pursuant to the insurance contract or pursuant hereto to the insurer, including after the policy expiration.
  11. In the case of repeated stays insurance the insured is liable, on request of the insurer, to prove the date of their last stay in the Czech Republic or the date of crossing the frontier on leaving the Czech Republic (for example by the respective air ticket, train ticket, employer/school confirmation, a document of a visit to an office, a doctor etc.).

#### Article 17 Rights and Liabilities of the Insurer

1. The insurer shall:
  - a) After notification of an insured incident connected with a claim for insurance coverage, immediately commence investigation necessary to find out about the existence and scope of their liability to provide insurance compensation;
  - b) Provide insurance coverage in the case of an eligible insured incident in the amount agreed in the insurance contract;
  - c) Complete incident investigation in 3 months from the date of the insured incident reporting, this deadline may be extended by mutual agreement. If the investigation of the insured incident necessary to find out about the scope of the eligible insurance coverage or about the insurance coverage beneficiary cannot be completed in three months from the date of the incident notification the insurer shall be liable to inform the informer why the investigation cannot be closed; on the informer's request the reasons for continued investigation shall be provided to the informer in writing. The insurer shall provide appropriate advance to the eligible beneficiary of the insurance coverage on their request, unless there is a sound reason to refuse the advance provision;
  - d) Pay out the insurance coverage in 15 days from the investigation closing; the investigation shall be closed by reporting its results to the authorized representative by the insurer; unless otherwise agreed in the insurance contract the insurance coverage by the insurer shall be limited by the upper threshold specified for the policy;
  - e) The insurance coverage limits and the deduction to be covered by the insured are given in the GIT, unless otherwise agreed in the insurance contract;
  - f) The insurer shall provide insurance coverage on the basis of just one of insurance contracts for damage insurance with the same insurer if there are more of them;
  - g) The insurance coverage for a beneficiary with their place of residence or registered seat of business in the Czech Republic shall be paid out in the local currency; the conversion shall be based exclusively on the official exchange rate announced by the Czech National Bank as at the day of the insured incident occurrence.

- h) The insurer shall answer all questions of the policyholder or another interested party concerning insurance protection against insured perils and its scope;
- i) The insurer shall notify the party interested in insurance about any discrepancies between their requirements and the offered policy, if the applicant for insurance is to be knowledgeable of them;
- j) The insurer shall be entitled to offset any payable receivables of the insurer against the paid out coverage, for example related to unpaid insurance premiums or other policy-related receivables.

#### Article 18 Complaint Settlement

Complaints shall be delivered to the address of the insurer specified in the insurance contract and settled in writing, unless otherwise agreed between the parties thereto.

The complaints may also be addressed to the Czech National Bank.

#### Article 19 Final Provisions

1. These GIT form an integral part of the insurance contract.
2. Where these GIT of the insurer refer to generally binding legislation, the valid and effective legislation of the Czech Republic is meant.
3. All disputes following from the policy or related to it shall be preferably settled by agreement between the parties to the insurance, or failing that by the competent court of the Czech Republic pursuant to the applicable generally binding legislation.
4. If any of the provisions hereof becomes invalid or disputable as a consequence of amendment of the applicable generally binding legislation then the provision of the generally binding legislation closest to the invalid provision by its nature and purpose shall be used.

## PART II SPECIAL PROVISIONS

### SECTION A) Medical Cost Insurance

#### Article 1 Subject of Insurance, Insured Incident

1. Medical cost insurance is agreed as non-life damage insurance.
2. The subject of the insurance includes costs of necessary medical care (including being diagnosed with an epidemic or pandemic disease such as COVID-19) provided outside the Czech Republic and outside the state where the insured participates in the local public health insurance system; his insurance excludes costs covered by the local health insurance. The insurance further includes basic assistance services provided to the insured abroad by the insurer's assistance service in the case of need or in connection with the insured incident.
3. The medical cost insurance is used by the insurer for coverage of the insured incident related necessary, inevitable and purposefully incurred costs of outpatient treatment, including diagnostic procedures directly related to the treatment, prescribed by the doctor and stabilizing the health condition of the insured sufficiently to be able to continue in the journey or in a way sufficient for repatriation of the insured.
4. These costs include, unless otherwise specified, the costs of:
  - a) The necessary examinations needed for specification of the diagnosis and the needed therapy;
  - b) The necessary medical treatment;
  - c) Hospitalization in a multi-bed room with standard equipment and standard medical care for the minimum necessary time; the required diagnostic examinations, therapy including surgery, anesthesia, medication,

- materials and costs of hospital meals;
- d) Medication prescribed by the attending physician in relation with the insured incident and corresponding to the nature of the incident;
  - e) Dental treatment of acute painful dental conditions, treated by extraction or simple fill (including x-ray) and other treatments aimed at immediate pain relief and related to the oral mucosa, not resulting from neglected care, up to the insurance coverage limit specified in the Policy Statement; dental treatment after injury is not limited thereby;
  - f) Transport of the insured from the place where they suffered injury or fell ill to the nearest suitable health care facility (including emergency call of the doctor to the insured) unless the insured is capable of travel by an ordinary means of transport;
  - g) Transport of the insured from the surgery to hospital or from a hospital to another specialized health care facility if required by the health condition of the insured;
  - h) Medically justified ambulance transport of the insured from hospital to the place of stay abroad if a public means of transport cannot be used for that purpose;
  - i) Repatriation of the insured to the Czech Republic if the originally planned means of transport cannot be used for health reasons or for the reason of a therapy that can be postponed and performed in the Czech Republic; the insurer hereby reserves the right to decide in advance about repatriation of the insured not only on the basis of documentation received from the attending physician; repatriation, the transport mode and selection of a suitable health care facility may only be decided by physicians appointed by the insurer;
  - j) Repatriation of the remains of the insured to the Czech Republic in the case of their death abroad or the costs of burying the remains of the insured abroad or their cremation in the place of the insured incident and delivery of the urn to the Czech Republic;
  - k) Adequate travel costs and accommodation costs for the accompanying person, the insurer hereby reserves the right to decide about sending the accompanying person to the insured and the cost adequacy for that purpose; adequate travel costs are costs of:
    - an economy class air ticket, ferry, second-class railway or bus ticket, or costs of fuel of a passenger car;
    - accommodation up to the limit specified in the Policy Statement;
  - l) medical care related phone calls up to CZK 550.
  - m) Adequate travel costs do not include costs of travel insurance and visa.
5. If for health reasons the insured cannot be repatriated and must be hospitalized for more than 7 days, the assistance service shall provide for a visit of the insured's close relative in the hospital, including arrangement for adequate travel by a means of public transport (arrangement for an economy class air ticket second-class train or bus ticket etc.) to the place of hospitalization of the insured and back to the Czech Republic; the insurer shall cover the costs of the transport up to the insurance coverage limit specified in the Policy Statement. This insurance shall be used by the insurer to cover travel costs of the close relative of the insured to the place of hospitalization of the insured and back to the Czech Republic and costs of accommodation of the close relative of the insured in the place of the insured's hospitalization; the other costs, including the costs of local transport or taxi service shall not be part of the coverage.
  6. Premature return to the home country: in the case of death of a close relative of the insured the assistance service shall arrange and pay for adequate travel costs for return to the home country for each insured up to the amount of the insurance limit specified in the Policy Statement. Adequate travel costs shall mean for this purpose an economy class air ticket, ferry, second-class railway or bus ticket, or costs of fuel of a passenger car. The home country for this purpose shall be the Czech Republic or the Slovak Republic;
  7. Travel costs of a substitute worker: in the case of the insured's repatriation in the sense of Article 1 hereof, the assistance service shall organize and pay adequate travel costs of a substitute worker to continue in the mission of the insured, to the place from where the insured was repatriated, on condition that the service is requested from the assistance service immediately after the decision by the authorized physician of the insurer about the insured's repatriation. The insurer shall cover these travel costs up to the limit of insurance coverage specified in the Policy Statement.
  8. Extension of the stay for the period necessary for completion of therapy of the insured or bringing the insured to a state suitable for repatriation; the insurer shall cover the insured's hotel stay up to the amount of the overage limit specified in the Policy Statement.
  9. Accompaniment of minors from abroad: if for acute health condition or death of the insured there is no insured person above 18 able to take care of minor children below 15 travelling with the insured card holder on their way home then the assistance service shall organize and pay adequate travel costs of a person specified by the insured or another close relative of the insured to travel from the Czech Republic to the place of stay of the children and back to the Czech Republic to pick them up and take them back home, up to the limit of insurance coverage specified in the Policy Statement. If the insured cannot or does not appoint this person then the assistance service will. Adequate travel costs shall mean for this purpose an economy class air ticket, ferry, second-class railway or bus ticket, or costs of fuel of a passenger car.
  10. The insured agrees that neither the insurer nor the assistance service are entitled to replace first aid providers in the place of the insured incident occurrence.

#### Article 2 Exclusions from Insurance Coverage

1 In addition to the exclusions listed in PART I Article 13 hereof the medical cost insurance further does not apply to the following cases:

- a) The medical care is related to treatment of injury or disease existing in the last 12 months before the journey, or to complications occurring in the course of treatment of diseases or injuries not included in this insurance; this does not apply to chronic diseases that are stabilized. In such case we cover costs of first aid preventing life threatening condition.
- b) The medical care is appropriate and purposeful but can be postponed after return of the insured to the Czech Republic;
- c) The insured trip was undertaken for therapeutic purposes;
- d) The injury or disease of the insured was connected to use of alcohol or other narcotic, toxic or psychotropic substances;
- e) Treatment of symptoms related to alcohol or drug addiction pursuant to d) above;
- f) Examinations (including laboratory and ultrasonic) to detect pregnancy, abortion, any complications of high-risk pregnancy, examination and treatment of infertility and artificial insemination and costs of contraception and hormonal therapies;
- g) Costs related to pregnancy after completed 26th week of pregnancy and related complications and consequences (including delivery);
- h) Costs of non-acute dental treatment and related services, costs of dental replacements, crowns or mandible adaptations, dental machines, scale or plaque removal or costs related to periodontal therapies;
- i) Treatment of mental and psychotic diseases,



- psychotherapies and psychoanalyses;
- j) Treatment by a close relative or a person without appropriate qualifications, treatments outside health care facilities, alternative therapies not acknowledged by medical science in the Czech Republic and/or in the place of the insured incident occurrence;
- k) Costs of rescue service related to search for the insured without threat to their life or health;
- l) Purchases of over-the-counter drugs;
- m) Vaccination or consequences of not undertaking the compulsory vaccination before the journey abroad;
- n) Preventive examinations, control examinations or other medical examinations not related to any acute disease or injury;
- o) Stays in spa, sanatoria, convalescence homes and similar facilities for the purpose of rehab, chiropractic and physiotherapy procedures or therapies;
- p) Training therapies or self-sufficiency training;
- q) Treatment of contagious venereal diseases including HIV/AIDS infection;
- r) Production and repairs of prostheses (orthopaedic, dental), glasses, contact lenses or hearing aids;
- s) Compensation of costs of orthoses;
- t) Compensation for super-standard services (i.e. compensation of costs of medical care above the standards of the country of the insured incident);
- u) Compensation for support medication, vitamins and food supplements;
- v) Therapies not recognized by medical science and removal of consequences or complications of such therapies;
- w) Compensation of costs of cosmetic surgeries, aesthetic or plastic surgeries;
- x) Compensation of costs after refusal of the insured to undergo transport to another health care facility or to the Czech Republic recommended by the assistance service of the insurer and approved by a health care professional;
- y) Complications caused by non-compliance of the insured.
- z) The insured incident occurred in connection with travelling against an order or advice against travel issued by your home country's or trip destination's government or local authority.

#### Article 3 Liabilities of the Insured/Beneficiary

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations:
  - a) In the case of an injury or a disease the insured is obliged to seek medical assistance and observe instructions of the attending physician, and undergo subsequent examination by a physician appointed by the insurer on the insurer's request;
  - b) Contact the insurer and follow their instructions in the following cases:
    - i. Hospitalization when the insured is liable to inform the assistance service of the insurer immediately after admission (health condition permitting);
    - ii. Complicated diagnostic examination using Specialized instrumentation (except for standard x-ray or ultrasonic examination and blood test) for the purpose of disease diagnosing in the case of outpatient examination before the examination start;
    - iii. Planned physiotherapy or chiropractic therapy, rehab procedure and other performances prescribed by a physician in a documented manner;
    - iv. Death of the insured (in this case the obligation applies to the beneficiary);
    - v. Urgent surgery that needs to be reported to the assistance service of the insurer before the surgery commencement;
    - vi. Transport pursuant to Article 1 hereof that need to be

- pre-agreed with the assistance service whose instructions need to be followed;
  - c) to submit to the insurer original copies of the following documents: complete medical file, accounting documents of medical costs payments, payments for medication prescribed by the attending physician (including copies of the medical prescriptions) and transports, police reports (where the insured incident was investigated by the police) including other documents requested by the insurer/assistance service.
2. In the case of violation of the liabilities pursuant to section 1 above the insurer is entitled to reduce or refuse insurance coverage.

## SECTION B) Accident Insurance

### Article 1 Subject of Insurance, Insured Incident

1. Accident insurance is agreed s non-life sum insurance.
2. The insured incident is represented by injury of the insured, caused by unexpected and sudden action of external forces or own body force independently of the will of the insured in the course of the policy term causing damage to health or death to the insured.
3. The insurer shall also cover health damage caused to the insured:
  - a) By disease resulting from the injury;
  - b) By local purulence caused by disease-carrying germs into the open wound caused by the injury;
  - c) By tetanus or rabies infection in connection with the injury;
  - d) By diagnostic, therapeutic and preventive interventions performed for the purpose of treatment of injury consequences;
  - e) By unexpected and continuous action of extremely high or low temperatures, gases, vapors, electric current or poisons (except for microbial toxins and immunotoxic substances);
  - f) By drowning or getting drowned;
  - g) By increased muscle or extremity or spine strain causing joint dislocation or muscle or tendon tear or capsula damage;
  - h) By electric current or lightning strike.
4. According to these GIT the accident insurance also includes insurance in case of:
  - a) Permanent consequences of the injury;
  - b) Death in consequence of the injury.

### Article 2 Exclusions from and Limitations of Insurance Coverage

1. In addition to the exclusions listed in PART I Article 13 hereof the accident insurance further does not apply to the following cases:
  - a) Onset and worsening of hernia, tumors of all kinds and origins, onset and worsening of aseptic inflammations of tendon sheaths, muscle ligaments, urticles and epicondylitis, sudden vascular incidents;
  - b) Spine injuries except for injuries with consequence spinal cord damage or vertebral fracture;
  - c) Infectious diseases, including those transferred by injury;
  - d) Occupational and other diseases;
  - e) Disease onset or worsening as a consequence of injury;
  - f) Mental disorders and psychotic disorders regardless their cause, unless organic damage to the central nerve system is caused by the injury;
  - g) Injury as a consequence of epileptic attack, mental disorder, acute vascular incident or another spasm attack;
  - h) Pathological fractures including fractures caused by osteoporosis;
  - i) Injuries caused by intoxication with solid or liquid substances; this exclusion does not apply to children

- under 10, unless the intoxication was caused by food;
  - j) Breaks as a consequence of pathological or degenerative alterations of muscles, tendons, ligaments or sheaths caused by inner muscle strength application;
  - k) Muscle, tendon, ligament of sheath tensions;
  - l) Worsening of injury consequences for the reason of intentional avoidance of health care by the insured or intentional non-compliance.
2. The insurer shall not be liable to provide insurance coverage in the following cases:
    - a) Practicing of other than recreational sport;
    - b) Practicing of high-risk sport without payment of the premium with the corresponding surcharge;
    - c) Practicing of a sport that cannot be insured, unless otherwise agreed in the contract;
    - d) Cosmetic intervention.
  3. The insurer shall be entitled to reduce insurance coverage by up to a half:
    - a) In the case of injury caused by use of alcohol or another addictive substance by the insured, if justified by the circumstances of the injury. If the injury however resulted in death of the insured then the insurer shall only be entitled to reduce insurance coverage if the injury was caused by action of the insured at the same time causing severe health damage or death to another person. This right cannot however be applied by the insurer if the alcohol or addictive substance was contained in medication used by the insured in the manner prescribed by their attending physician without being notified by the physician or medication manufacturer that under the effect of the drug the activity causing the injury should not be performed.
    - b) In the case of injury of the insured in a traffic accident caused by serious violation of traffic rules by the insured, such as non-observance of a speed limit, non-observance of traffic lights, not giving way etc.;
    - c) If the injury of the insured was caused by criminal offense of negligence of the insured for which they were sentenced by court with legal force of the sentence;
    - d) If the insured reports the injury occurrence more than one month after therapy completion.

### Article 3 Liabilities of the Insured

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations:
  - a) In the case of an injury the insured is obliged to seek medical assistance and observe instructions of the attending physician, and undergo subsequent examination by a physician appointed by the insurer on the insurer's request; In the case of late treatment affecting the scope of permanent consequences of the injury the insurer is entitled to adequately reduced insurance coverage of permanent consequences of injury;
  - b) in the case of an injury, after therapy completion or permanent consequence stabilization, the insured is liable to submit to the insurer a duly, completely and correctly filled out form of the insurer "Insured Incident Report".
  - c) The insured shall submit to the insurer original copies of the following documents: document of provision of first medical treatment abroad, including all subsequent visits with specification of the diagnosis and treatment date, the hospital discharge report, the police report (if the incident was investigated by the police) and other potential documents required by the insurer.

### Article 4 Insurance Coverage of Permanent Consequences of Injury

1. In the case of permanent consequences of injury of the insured the insurer shall be liable to pay out the percentage

of the sum insured corresponding to the permanent consequences for the individual body parts pursuant to the Value Table. The insurer shall not provide coverage for permanent consequences of injury not listed in the table.

The scope of permanent consequences is assessed after their stabilization not before a year after the injury. If the consequences do not stabilize in three years from the injury the insurer shall pay out the amount corresponding to the percentage of damage at the end of the deadline.

2. Where the table shows a range of percentages the insurer calculated the amount of coverage to correspond to the nature and scope of health damage and yet fall within the given range. The insurer may amend the table in harmony with development of medical science and/or practice. The amount of insurance coverage is specified by the insurer according to the table effective at the time of notification of the permanent consequences of injury.
3. The levels of limitation of the range of joint movement are specified in relation to the normal physiological range of movement as follows:
  - Light limitation - mobility limitation between 10 — 33 % from normal in all movement directions;
  - Medium limitation - mobility limitation between 34 — 66 % from normal in all movement directions;
  - Severe limitation - mobility limitation above 66 % from normal in all movement directions.
4. The insured is entitled to apply for reassessment of the scope of permanent consequences of injury annually, within three years from the insured incident, in the case of their substantial worsening. If this reassessment admits a higher level of permanent consequences of injury the insurer shall be liable to increase the coverage and pay out the difference in 15 days from the respective request receipt.
5. The scope of permanent consequences of injury is proved by the insured by medical documentation which the insurer is entitled to review by a medical examination performed by a physician appointed by the insurer.
6. If the permanent consequences of injury concern a body part already damaged before the injury the insurer may reduce the insurance coverage by the percentage corresponding to the previous damage to the respective body part according to the table.
7. The maximum insurance coverage for permanent consequences of injury shall not exceed 100% permanent consequence value according to the table.
8. If the injury consequences include loss of a limb or its part requiring prosthetic replacement, or loss of a limb or paralysis requiring use of wheelchair, the amount of insurance coverage for permanent consequences of injury is increased by 10 %; the claim for this increase is documented by a confirmation issued by a specialized health care facility about medical acknowledgment of the need for a prosthesis or a wheelchair.
9. If the individual consequences of one or more injuries concern the same limb, organ or their part the insurer assesses them as a whole up to the percentage given in the table for anatomical or functional loss of the respective limb, organ or their parts.
10. If the insured dies in one year from the injury for a cause not related to the injury, or if the insured dies in three years after elapse of one year from the injury for any cause, and in the case of a justified claim for compensation of permanent consequences of injury not yet paid out, then the paid out amount shall correspond to the scope of permanent consequences of the injury of the insured at the moment of their death.
11. If the insured dies in one year from the day of the injury as a consequence of the injury the claim for insurance coverage for permanent consequences of the injury is not constituted at all. The compensation for death is reduced by the already paid

out amount of coverage of permanent consequences of the injury.

#### **Article 5 Insurance Coverage for Death as a Consequence of Injury**

1. In the case of death of the insured in one year from injury as a consequence of the injury:
  - a) The insurer shall pay out the insurance coverage to the eligible party, the immediate beneficiary in this case. If no immediate beneficiary has been specified then the eligible party shall be specified according to the Civil Code.
  - b) In the case of death as a consequence of injury the eligible party's claim for insurance coverage is constituted. The insurer shall pay it out in the amount reduced by the amount of coverage for permanent consequences of injury and by the amount of coverage for the period of the necessary treatment of the injury that has already been paid out;
  - c) In the case of the right to insurance coverage applied by multiple parties their shares shall be deemed to be equal.
2. In the case of death caused by injury after termination of the insurance the insurer shall only be liable to provide the coverage of the injury was suffered in the course of the insurance existence.

### **SECTION C) Liability for damage insurance**

#### **Article 1 Subject of Insurance, Insured Incident**

1. Damage liability insurance is agreed as non-life damage insurance.
2. The insured incident for the purpose of damage liability insurance is constitution of the liability of the insured to compensate somebody for damage for which the insured is liable pursuant to the generally binding legislation and which the insured must compensate. The right to the coverage is conditioned by the insured incident to occur in the course of the effectiveness period of the insurance, in connection with an activity of the insured in his private life and the claim for damage compensation applied towards the insured by the counter-party.
3. The insured holding the damage liability insurance is entitled for coverage by the insurer of damages to the aggrieved counter-party of the insured in the scope and amount defined by the applicable generally binding legislation for the applied and proved claims for damages, up to the amount of the insurance coverage limit specified by the Policy Statement.
4. The insurance applies to damage caused to the aggrieved third party's:
  - a) health or life;
  - b) property.
5. The insurer shall cover damage for which the insured is liable pursuant to the legislation of the state in the territory of which the damage was caused, in the scope and in the amount specified by the applicable legislation. The aggrieved third party cannot claim the compensation from this insurance directly from the insurer, though.
6. The insurer shall also cover the insured's costs of the civil court proceeding in which the claim for damage compensation following from the insured incident was decided if the court proceeding was necessary for finding out the liability of the insured or the amount of the claim of the aggrieved party, but only up to the amount specified by the respective court.
7. If the insured compensates the aggrieved party for the damage caused by them directly then the insured shall be entitled for compensation of the paid amount by the insurer up to the amount of the coverage for which the insurer would otherwise have been liable.
8. The insurer shall not cover the costs of the insured for obtaining the necessary documents connected with the insured incident.

#### **Article 2 Exclusions from Insurance Coverage**

1. In addition to the exclusions listed in PART I Article 13 hereof the damage liability insurance further does not apply to the following cases:
  - a) Damage caused by the insured intentionally;
  - b) Damage caused by the insured to a close relative, to a person living at the time of the insured incident in a common household with the insured and to other persons insured together with the insured pursuant hereto;
  - c) Damage taken over by the insured by contract above the limit specified by the applicable legislation;
  - d) Damage caused by violation of a legal liability by the insured before the effectiveness of the insurance or by violation of a liability imposed by the applicable legislation for the purpose of damage prevention or damage scope mitigation;
  - e) Damage caused in connection with ownership, holding, operation, use or repair and maintenance of any motor vehicles, trailers, semi-trailers and other similar devices, any vessels or aircraft, any types of parachutes, including all accessories (used for sports purposes); damage caused to movable property of other persons, borrowed, leased or entrusted for use or custody, transport or processing, except for usual equipment of an accommodation facility;
  - f) Damage caused to the environment;
  - g) Damage caused to another party by transfer or spread of a contagious disease of humans, animals or plants;
  - h) Damage caused in connection with ownership, maintenance or use of weapons, performance of a military, police or navigation occupation or the right to hunting, including preparation for the occupation;
  - i) Damage caused by animal breeding, except for dogs and cats;
  - j) Damage caused by ownership, holding, lease or management of a real estate property, including self-done works on the property;
  - k) Damage caused to a real estate property used by the insured illegally;
  - l) Damage caused by job performance, business enterprising or other profit-making activities, unless otherwise agreed in the insurance contract, or to things purchased and used for these purposes;
  - m) Damage to which the legal liability of the insured or the aggrieved party to be insured applies;
  - n) Damage caused by incorrect provision or infringement of patent rights, copyright or trademark rights, or the rights to industrial pattern or business name;
  - o) Damage occurring in connection with use, sale, manufacture, supply, maintenance or other handling of substances prohibited pursuant to the legislation of the country of residence of the insured;
  - p) Damage caused by destruction, deterioration or loss of audio or video recordings or data on data carriers;
  - q) Damage connected with occupational injury or disease;
  - r) Damage caused by psychic disorder or disease including depression;
  - s) Damage caused by operation of Internet or telecommunication network services;
  - t) Damage caused by practicing of high-risk sport without payment of the premium with the corresponding surcharge;
  - u) Damage caused by practicing of a sport that cannot be insured, unless otherwise agreed in the contract;
  - v) Damage caused in connection with material penalties (including contractual penalties, fines and other sanction-type payments) as a consequences of an action of the insured;
  - w) Damage caused to immaterial asserts including related damage or loss;



- x) Damage caused by information or advice;
- y) Damage caused by an activity which should have been performed with due professional care;
- z) Damage caused by non-compliance with the prescribed operation and maintenance or non-observance of the prescribed technological procedure;
- aa) Damage caused by a delay in fulfilment of a legal or contractual liability by the insured.

### Article 3 Liabilities of the Insured

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations:
  - a) To communicate the circumstance of the insured incident occurrence;
  - b) To give the names and addresses of the aggrieved parties and potential witnesses and submit their written testimonies;
  - c) To inform that the aggrieved party has applied their right to damage compensation towards the insured, to provide a written statement of their accepted liability, the aggrieved party required damage compensation and its amount;
  - d) To provide all other documents of the origin, cause, circumstances and scope of damage or loss;
  - e) To provide to the insurer a police protocol if the insured incident has been investigated by the police;
  - f) To notify the insurer without undue delay that the aggrieved party has applied their right to damage or loss compensation with a public authority or that a criminal proceeding has been commenced in connection with the insured incident, and in the case of having a legal representative in the proceeding to inform the insurer about the legal representative of the insured;
  - g) In the case of application of the right to damage or loss compensation with a public authority to proceed according to the insurer's instruction and inform the insurer about the progress and results of the proceeding; the insured shall be liable to communicate and provide to the insurer without undue delay all acts, submissions or other written materials to be used in court in the dispute in question, and all communications, calls and decisions received from the court, for the insurer to be able to effectively react to them; the insured shall further be liable to attend the proceeding and proceed in it to achieve meritorious discussion of the matter, to defend themselves effectively against unjustified claims for damage compensation and to use the appeal instructions agreed about with the insurer;
  - h) To notify the insurer without undue delay that the damage or loss compensation is also requested for reasons other than just the liability of the insured;
  - i) To proceed in compliance with the insurer's instructions in proceedings concerning compensation for damage caused by an insured incident.
2. The insured shall not be entitled to settle or acknowledge any third party claim in their name or in the name of the insurer without prior written consent of the insurer, of the assistance service of the insurer, or to conclude any agreement on off-court settlement with the aggrieved party without prior consent of the insurer.
3. The insured shall be liable to pre-discuss with the insurer or assistance service of the insurer, any use of legal services, observe their instructions and inform the insurer about the process and results of the proceeding.
4. If the insured intentionally confuses the insurer about any substantial circumstances concerning a justified claim for damage compensation or its amount then the insurer shall be entitled to refuse to cover the damage or loss compensation.
5. In the case of a proceeding in front of a court of justice or another competent authority about the liability of the insured to compensate damage or loss, the insurer is entitled to wait with

the coverage for the court decision in legal force about imposition of the liability to the insured to compensate the damage.

6. The insurer shall be entitled to investigate data on the health condition or cause of death of the aggrieved party in connection with insured incident investigation in relation to the damage liability insurance. Except for investigation of death of the aggrieved party any investigation on health condition of the aggrieved party requires consent of the aggrieved party or another competent person. If the aggrieved party refuses to grant their consent and without the consent the scope of the liability of the insurer to cover the damage compensation cannot be found then the deadline for the insurer to provide the insurance coverage shall not start.
7. If the insured causes an insured incident under the effect of alcohol or addictive substance or a preparation containing it then the insurer shall be entitled to request compensation for the coverage paid out for the insured.
8. In the case of the insured's intentional violation of their liabilities laid down herein the insurer shall be entitled for adequate reduction of the insurance coverage from the damage liability insurance.

## SECTION D) AIRCRAFT TRAVEL INSURANCE

### Article 1 Subject of Insurance, Insured Incident

1. This insurance is agreed as non-life damage insurance.
2. The insured incident consists in a delay or cancellation of a flight making the insured incur purposeful and documented extra costs or causing temporary loss of the possibility to dispose with their luggage independently of the will of the insured as a consequence of their transport by the aircraft at the time of the insurance effectiveness.
3. The subject of the insurance is the purposefully incurred documented costs or damage to things caused to the insured in connection with air travel, with at least one of the points of departure, stopover or arrival outside the Czech Republic. The insurer shall cover the extra costs incurred by the insured or the suffered damage to things within the scope and up to the limits specified in the Policy Statement.

#### 1.1. Flight Delay, Flight Cancellation

1. If the departure of the plane by which the insured travels is delayed in comparison to the airport timetable data by 6 or more hours for the reason of a strike, operation issues, unfavourable weather or engine fault or if the flight is cancelled and the insured is not given any alternative transport option within 6 hours from the originally scheduled departure then the insurer shall cover the documented costs of the insured purposefully incurred for meals, refreshments, basic hygienic utensils, hotel accommodation, transport from the airport to the hotel and back, or organize and pay for alternative transport to the insured's destination up to the amount of the insurance coverage limit provided in the Policy Statement.
2. In the case of flight cancellation by the airline company the insurer shall cover the costs of the insured for booked and thanks to the cancelled flight not used accommodation abroad for the period for which the insured could not use the booked accommodation, up to 7 days and up to the limit of insurance coverage provided in the Policy Statement.

#### 1.2. Luggage Delay

If duly registered luggage transported by an airline company is not delivered to the insured in 6 hours from their arrival to the target destination outside the Czech Republic (not on return to the Czech Republic) then the insurer shall compensate to the insured documented extra costs for purchase of the necessary clothing and hygienic utensils incurred by the insured after elapse of the 6 hours from arrival and until the luggage delivery,

up to the amount of the insurance coverage limit specified in the Policy Statement.

### 1.3. Loss, Misappropriation, Damage or Destruction of Luggage

In the case of loss, misappropriation, damage or destruction of luggage, duly registered and transported together with the insured in the course of the time when the responsibility for the luggage is within the airline company, the insured shall receive insurance coverage in the amount of compensation for loss caused to the insured by lost, misappropriated, damaged or destructed luggage and personal belongings owned and normally used by the insured, up to the amount of the insurance coverage limit specified in the Policy Statement. The damage is calculated on the basis of the new thing prices.

### 1.4. Missed Departure

If as a consequence of a late arrival the insured misses the following flights and no alternative transport is offered to them in 6 hours from the actual arrival then the insurer shall compensate the insured for documented extra costs of meals, refreshments and hotel accommodation and the costs of the journey from the airport and back, incurred by the insured in the time between the scheduled and the real departure, or organize, on request of the insured, and subsequently pay for substitute transport to the final destination of the journey up to the insurance coverage limited specified in the Policy Statement.

### Article 2 Exclusions from Insurance Coverage for Section D

In addition to the exclusions listed in PART I Article 13 hereof the insurance further does not apply to the following:

- a) Cases when the insured fails to provide a written confirmation of the delayed or cancelled flight, delay, loss, misappropriation, damage or destruction of luggage issued by the airline company.
- b) Irregular lines, charter flights and flights not registered in the flight schedule;
- c) The flight delay or cancellation existing or announced before the air ticket registration;
- d) Costs of alcohol and tobacco products;
- e) Situations not explicitly defined in Article 1 above herein.

### Exceptions in the Case of Flight Delay, Flight Cancellation

In addition to the exceptions listed in SECTION I Art. 13 hereof and Article 2 above herein the insurance for Delayed or Cancelled Flight shall not apply to the following situations:

- a) If the insured has not been duly registered at the check-in counter, unless prevented from doing so by a strike or for organizational reasons;
- b) if the delay has been caused by flight cancellation ordered by the civil aviation office or a similar authority in any country;
- c) if the insured has decided to cancel the journey before departure.

### Exception in the Case of Luggage Delay

In addition to the exceptions listed in SECTION I Art. 13 hereof and Article 2 above herein the insurance for Delayed Luggage shall not apply to the following:

- a) Flights ending in the Czech Republic;
- b) Delays caused by customs clearance;
- c) Compensation for costs incurred later than 3 days after arrival of the insured;
- d) Compensation for costs incurred after the delayed luggage delivery to the insured by the airline company;
- e) Compensation for luggage not duly checked in at the airport of departure;
- f) Financial loss caused to the insured by the luggage delay.

### Exceptions in the Case of Loss, Misappropriation, Damage or Destruction of Luggage

In addition to the exceptions listed in SECTION I Art. 13 hereof and Article 2 above herein the insurer shall further not be liable to provide insurance coverage in the following cases:

- a) If the luggage has been confiscated by the customs office or another state authority;
- b) If the insured did not take appropriate measures for rescue or repossession of their luggage;
- c) If the insured failed to notify the competent authorities of the airline company about the missing luggage and to fill out the report on lost property immediately after arrival.

In addition to the exceptions listed in SECTION I Art. 13 hereof and Article 2 above herein the insurer shall further not provide replacement for:

- a) Documents, cards and authorizations of all kinds, bonds, shares, payment and other magnetic cards, SIM cards, tickets, money, securities, valuables and keys;
- b) Data carriers (such as negatives video cassettes, CD, DVD, floppy discs, memory cards) and the data stored on them;
- c) Works of art, antiques, collections and things of value for collectors, things of cultural or historic value, unless otherwise agreed in the insurance contract;
- d) Medicaments, prostheses of all kinds and other medical devices, preparations, materials and aids, except for wheelchair;
- e) Food, tobacco products, smoking utensils and alcohol, loss, theft or damage to animals;
- f) Objects and equipment (except for sporting equipment) acquired for business purposes and recognized in the accounting of a legal entity;
- g) Things whose acquisition has not been duly documented by original accounting documents or other original documents of their acquisition;
- h) Theft of or damage to photographic cameras, movie cameras, computers, mobile phones, audiovisual technology, electronic and optical instrument and their accessories in the case of luggage theft by break in a motor vehicle, caravan or vessel, unless after a traffic accident with subsequent medical intervention;
- i) Damage caused by poor condition of luggage and damage caused before the insured incident, poor luggage condition means broken or damaged luggage or its part, missing roller, closing mechanism etc.
- j) Damage caused by confiscation or destruction of luggage on the basis of official order;
- k) Damage to be compensated by the airline company from their liability insurance.

### Article 3 Liabilities of the Insured

#### Liabilities in the Case of Delayed or Cancelled Flight

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured is further liable to submit all documents and confirmations proving the flight delay, cancellation etc., including but not limited to copies of the air tickers and flight data (flight number, airline company name, port of departure and port of arrival, departure and arrival times according to the flight schedule etc), a certificate issued by the airline company and confirming the actual flight delay, cancellation, luggage delay after arrival, the tags (coupons) late issued by the airline company on check-in and accounting documentation of all necessary costs caused by the departure or arrival delay or flight cancellation.
2. The insured shall further be liable to submit to the insurer a document of payment of the unused accommodation and

confirmation from the airline company about any potential alternative transport provision.

#### **Liabilities in the Case of Loss, Misappropriation, Damage or Destruction of Luggage**

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations:
  - a) To report the damage occurrence without undue delay to the local police and request the police protocol;
  - b) In the case of luggage misappropriation during transport to request a damage protocol from the authorized representative of the transport company;
  - c) First to apply for damage compensation with the public entity (accommodation facility operator, transport company) causing the damage and to submit to the insurer a document of application of the claim including enumeration of the compensation provided by the public entity;
  - d) If the misappropriated or lost luggage is found to take it back and report it to the insurer in writing without undue delay. The insurer shall then only compensate damage represented by things that will continue to be missed.
2. The insurer may request other documents in the case of need and the insured is liable to provide them.
3. The insurer shall be entitled to withhold coverage of things not listed in the police or transport provider protocol.
4. In the case of insurance coverage for lost luggage used for business and recognized in the accounting systems of self-employed businessmen the insurer shall be entitled to deduct the relevant VAT rate from the time value of the thing.

### **SECTION E) LUGGAGE INSURANCE**

#### **Article 1 Subject of Insurance**

1. This insurance is agreed as non-life damage insurance.
2. The insurance applies to luggage and personal belongings used normally for journeys of the same or similar length, nature and purpose, and to things the insured purchased in the course of the trip which can be documented, except for things defined in the exceptions in these GIT.

#### **Article 2 Insured Incident**

1. Insured incident is:
  - a) Damage or destruction of the insured luggage by natural disaster, i.e. fire, explosion, a flash of lightning, gale, hailstorm, flood or earthquake;
  - b) Misappropriation, damage or destruction of the insured thing by theft from or burglary into the accommodation facility or left luggage office and from similar facilities or by robbery;
  - c) Misappropriation, damage or destruction of the insured thing by theft by break-in in the course of transport, with the exception of air transport;
  - d) Misappropriation, damage or destruction of the insured thing by robbery from a vehicle or by theft by break-in a locked roof box or transport means in the case of theft from a properly locked boot on condition that the thing was not visible from the outside and did not protrude to the car interior (the space for passenger transport);
  - e) Misappropriation, damage or destruction of the insured thing in a car in a traffic accident causing injury to the insured requiring immediate medical attention.
2. The amount of insurance coverage is calculated on the basis of the time value of the thing. The prices that cannot be specified in this way shall be estimated by the insurer. In the case of luggage damage adequate costs of its repair shall be covered up to the amount of their time value.

#### **Article 3 Exclusions from Insurance Coverage for Section E**

1. In addition to the exclusions listed in PART I Article 13 hereof the insurance further does not apply to the following cases:
  - a) Damage caused by intentional conduct of the insured or another person instructed by the insured;
  - b) Misappropriation and damage to a thing by theft from a tent or other equipment without firm walls having canvas roofs or from trailer, including from a locked tent or trailer;
  - c) Misappropriation and damage to a thing without overcoming an obstacle, with the exception of Article 2 e) hereof;
  - d) Misappropriation of luggage from a deposit compartment with confirmation, from an automatic locker or luggage entrusted to the airline company for transport;
  - e) Damage caused to the insured by a close relative or a person living with the insured in a common household or by a person insured by the same policy.
2. The insurance further does not apply to:
  - a) Transport means except for bicycles and wheelchairs placed in the luggage compartment;
  - b) Trailers including caravans, semi-trailers, motorcycles, motor bicycles, small tractors with power above 4 kW or other similar devices with own drive, motor accessories, parts and spares, sports equipment such as scooters, boats, planes, gliders, all including full set of accessories, parts and spares, boats except for children inflatable boats, this exception does not apply to skis, snowboard and their accessories;
  - c) Accessories and equipment of the things listed under a) and b) above;
  - d) Things misappropriated from transport space in a laid by motor vehicle or roof box or trailer between 10.00 pm and 6.00 am;
  - e) Medicaments, prostheses of all kinds and other medical devices, preparations, materials and aids, except for wheelchair;
  - f) Tickets, valuables, money, check and savings books, payment cards, other similar documents and cards, securities and valuables, keys, loose pearls and gem stones, precious metals and objects made of them, except for wedding rings;
  - g) Works of art, antiques, collections and things of value for collectors, things of cultural or historic value;
  - h) Food, tobacco products, smoking accessories and alcohol;
  - i) Professional technical and optical equipment need for job performance;
  - j) Weapons and ammunition;
  - k) Samples, prototypes, exhibits and things for sale, the value of copyright and industrial property rights built in a thing as a material substrate of the rights;
  - l) Data on carriers of audio, video and data recordings;
  - m) Plans and projects and recordings on audio and video recording carriers;
  - n) Loss, theft and damage to animals;
  - o) Things for business, occupation and other profit-making activities.

#### **Article 4 Liabilities of the Insured**

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured is further liable to submit to the insurer original copies of documents showing the acquisition prices and the years of acquisition of all damaged, destroyed, misappropriated or lost things.
2. He insured shall not alter the condition caused by the insured incident, especially the insured shall wait with the repair of the damaged thing or removal of its consequences to the insurer's instruction; this however does not apply where the intervention is necessary for security reasons or for mitigation of the scope of consequences of the insured incident.



3. In the case of luggage damage caused in a facility or guarded parking place the fact shall be communicated to the owner or operator of the facility, together with the claim for compensation, and a request for confirmation of the damage occurrence and scope.
4. In the case of a theft, burglary or robbery the local police must be informed and the insurer must receive a copy of the notification or the police report on the result of the investigation, if the insured or the aggrieved party receive one.
5. In the case of found lost or misappropriated thing the insured shall inform the insurer without delay and return the relevant part of the insurance coverage.
6. In the case of violation of the liabilities pursuant to this section the insurer is entitled to reduce or refuse insurance coverage.

## SECTION F) INSURANCE OF BUSINESS TRIP EQUIPMENT AND SPORTS EQUIPMENT

### Article 1 Subject of Insurance

1. This insurance is agreed as non-life damage insurance.
2. The insurance applies to sports equipment usual for the given purpose of the journey, owned by the insured and taken with him for the journey, or sports equipment bought in the course of the trip with the purchase documented, except for sports equipment defined in the exceptions herein.
3. Sports equipment for the purpose hereof means equipment for skiing, fishing, cycling, ice hockey, diving, golf, mountaineering of all kinds including alpinism, water sports and rocket sports.
4. The insurance applies to business equipment usual for the given purpose of the journey, owned by the insured or their employer and taken with him for the business trip, or equipment bought in the course of the trip with the purchase documented, and logically related to the job performed, except for the equipment defined in the exceptions herein.

### Article 2 Insured Incident

1. Insured incident for the purpose of this insurance means an incident resulting in misappropriation, destruction or damage of the sports equipment or equipment for business trips.
2. Misappropriation for the purpose hereof means loss of insured things in the following documented forms:
  - a) Theft with burglary, i.e. misappropriation in the context of which the offender had to overcome existing obstacles preventing the thing from being stolen, including attempted theft with break-in or use of the correct keys or codes stolen by the offender by breaking in a locked roof box of a motor vehicle, except for equipment for business trips;
  - b) Robbery, i.e. misappropriation accompanied by violence by the offender or threat of immediate violence, or when the insured was deprived of the possibility to protect their things as a consequence of death, unconsciousness or injury.
3. The insurer shall only pay out the insurance coverage if the insured things were locked in a transport vehicle at the time of the insured incident occurrence, except for the circumstances described under b) above.
4. Damage or destruction for the purpose hereof means loss of insured things in the following documented forms:
  - a) Fire, explosion;
  - b) Gale, hailstorm, earthquake;
  - c) Avalanche, tree fall;
  - d) Flood;
  - e) Vehicle crash.

### Article 3 Insurance Coverage

1. The insurer shall provide insurance coverage in the amount of the price of a new thing, i.e. in the amount needed for purchase of a new thing of the same type and parameters, for usual prices in the place of residence of the insured.

2. In the case of damage to the thing the insurer shall provide coverage in the amount of purposeful costs of repair, up to the new thing price.
3. The maximum coverage limit for all insured incidents occurring in the course of the insured period is specified in the Policy Statement for the individual types of sports equipment.

### Article 4 Exclusions from Insurance Coverage for Section F

1. In addition to the exclusions listed in PART I Article 13 and PART II SECTION E Article 3 hereof the insurance further does not apply to the following causes of damage:
  - a) Wear and tear or inappropriate packaging;
  - b) Leaving the thing unattended or losing it;
  - c) Intentional damage or neglecting standard care and protection by the insured;
  - d) Confiscation, removal, damage or destruction of the thing by state authorities.
2. The insurance further does not apply to misappropriation of the insured thing in the following cases:
  - a) Misappropriation and damage to a thing by theft from a tent or other equipment without firm walls having canvas roofs or from trailer, including from a locked tent or trailer;
  - b) Misappropriation and damage of the insured thing without visible overcoming any obstacle;
  - c) Misappropriation of the insured thing from a deposit compartment with confirmation, from an automatic locker or after entrusting to an airline company for transport;
  - d) Cutting through.

### Article 5 Liabilities of the Insured

1. In addition to the liabilities listed in PART I Article 14 and Article 16 and PART II SECTION E Article 4 hereof the insured further has the following obligations:
  - a) To submit documents proving the insured incident occurrence (such as a police protocol etc.);
  - b) To proceed in compliance with the insurer's instructions in proceedings concerning compensation for damage caused by an insured incident.

## SECTION G) INSURANCE OF SPORTS WEAPONS AND HUNTING EQUIPMENT

### Article 1 Insured Incident

1. Insured incident for this purpose is an incident resulting in misappropriation, destruction or damage of duly secured and rightly owned sports weapons and hunting equipment.
2. Misappropriation for the purpose hereof means loss of insured things in the following documented forms:
  - a) Theft with burglary, i.e. misappropriation in the context of which the offender had to overcome existing obstacles preventing the thing from being stolen, including attempted theft with break-in or use of the correct keys or codes stolen by the offender by breaking in a locked place;
  - b) Robbery, i.e. misappropriation accompanied by violence by the offender or threat of immediate violence, or when the insured was deprived of the possibility to protect their things as a consequence of death, unconsciousness or injury.
3. The insurer shall only pay out the insurance coverage if the insured things were locked in a transport vehicle at the time of the insured incident occurrence, except for the circumstances described under b) above.
4. Damage or destruction for the purpose hereof means loss of insured things in the following documented forms:
  - a) Fire, explosion;
  - b) Gale, hailstorm, earthquake;
  - c) Avalanche, tree fall;
  - d) Flood;
  - e) Vehicle crash.

**Article 2 Insurance Coverage**

1. The insurer shall provide insurance coverage in the amount of the price of a new thing, i.e. in the amount needed for purchase of a new thing of the same type and parameters, for usual prices in the place of residence of the insured.
2. In the case of damage to the thing the insurer shall provide coverage in the amount of purposeful costs of repair, up to the new thing price.
3. The maximum coverage limit for all insured incidents occurring in the course of the insured period is specified in the Policy Statement.

**Article 3 Exclusions from Insurance Coverage for Section G**

1. In addition to the exclusions listed in PART I Article 13 and PART II SECTION E Article 3 hereof the insurance further does not apply to the following causes of damage:
  - a) Wear and tear or inappropriate packaging;
  - b) Leaving the thing unattended or losing it;
  - c) Intentional damage or neglecting standard care and protection by the insured;
  - d) Confiscation, removal, damage or destruction of the insured thing by state authorities.
2. The insurance further does not apply to misappropriation of the insured thing in the following cases:
  - a) Misappropriation and damage to a thing by theft from a tent or other equipment without firm walls having canvas roofs or from trailer, including from a locked tent or trailer;
  - b) Misappropriation and damage of the insured thing without overcoming any obstacle;
  - c) Misappropriation of the insured thing from a deposit compartment with confirmation, from an automatic locker or after entrusting to an airline company for transport;
  - d) Cutting through.

**Article 4 Liabilities of the Insured**

1. In addition to the liabilities listed in PART I Article 14 and Article 16 and PART II SECTION E Article 4 hereof the insured further has the following obligations:
  - a) To submit documents proving the insured incident occurrence (such as a police protocol etc.);
  - b) To proceed in compliance with the insurer's instructions in proceedings concerning compensation for damage caused by an insured incident.

**SECTION H) INSURANCE OF TRIP CANCELLATION****Article 1 Subject of Insurance, Insured Incident**

1. This insurance is agreed as non-life damage insurance.
2. The subject of the insurance includes non-refundable costs incurred by the insured by charging cancellation fees by the travel service provider or by postponement of the service (if the related costs are lower than cancellation fees).
3. On payment of the advance for a travel service the advance or the whole price of the travel service can be insured. On payment of the balance a separate insurance of the balance can be established.
4. The amounts of cancellation fees are governed by the business terms and conditions of the travel service provider applicable at the time of the insurance establishment for a potential insured incident of trip cancellation.
5. The insured incident for this purpose is defined as documented cancellation or postponement of the ordered travel service as a consequence of:
  - a) Acute illness (including being diagnosed with an epidemic or pandemic disease such as COVID-19), injury or death of the insured, his close relative or travel companion in the

course of the insurance effectiveness involving a change of health condition not permitting, according to the attending physician of the affected person, to draw the travel service in the agreed period and scope;

- b) Acute illness (including being diagnosed with an epidemic or pandemic disease such as COVID-19), injury or death of the insured, his close relative or travel companion requiring the insured to take the travel service alone;
  - c) If You or Your travelling companion are in quarantine prior to Your trip, in accordance with a regulation or other requirement of a government or state authority, due to a suspicion that You or Your travelling companion have been exposed to a contagious disease (including an epidemic or pandemic disease such as covid-19). This does not include any other type of quarantine which generally applies to a selected or entire population, vessel or geographical area, or which applies on the basis of where, from where and through which countries the respective person is travelling;
  - d) Death of a close relative or travel companion of the insured in the period of the insurance effectiveness, not sooner than 60 days before the journey commencement;
  - e) Substantial damage to the property of the insured or their travel companion occurring at the time of the insurance effect, caused by a natural disaster or criminal act of a third person, if the insured or their travel companion document that for that reason they cannot set off for the insured journey;
  - f) Pregnancy-related complications of the insured female traveller if the pregnancy was diagnosed only after the travel service purchase, if within the insured period.
6. Insurance of cancellation fees begins from the moment of the premium payment on condition of the insurance establishment within one day from the travel service price payment. In the case of any later establishment of the cancellation fee insurance the policy is not constituted even if the premium has been paid.

**Article 2 Insurance Coverage**

1. In the context of a single insured incident the insurer shall pay to the insured and their travel companions insured with the insurer together with the insured client the cancellation fees covered up to the amount of the insurance coverage limit specified in the Policy Statement.
2. The amount of the coverage is define by the cancellation fees whose amounts are defined by the business terms and conditions of the organizer of the cancelled trip or the provider of the cancelled travel service valid as at the day of the trip or travel service purchase.
3. if the cancellation fees exceed 100% of the price of the trip or travel service paid on its purchase the insurer shall provide coverage of the paid price of the trip as the maximum, at least up to the limit of insurance coverage specified in the Policy Statement.
4. The insurance coverage is conditioned by cancellation of the trip with the travel service provider by an authorized representative of the insured before the journey commencement.
5. If for the reason of occurrence of the facts defined in Article 1 of SECTION G) the journey is cancelled for one or some of its participants only and the rest of the company take the journey then the covered cancellation fees will only be paid to the travellers whose travel was cancelled in the case of a journey with just one service cancelled the proportional part of the cancellation fees will be covered.

**Article 3 Exclusions from Insurance Coverage for Section H**

1. In addition to the exclusions listed in PART I Article 13 hereof the insurance further does not apply to the following cases:
  - a) Chronic disease;

- b) Disease already existing at the time of the insurance establishment, even if not under any therapy and without complications then;
  - c) Consequences of an injury existing before the insurance establishment, even if not under any therapy then;
  - d) Cosmetic surgery and its potential complications;
  - e) Scheduled surgeries and examinations;
  - f) Change of health condition caused by a psychic disorder including depression;
  - g) Cause connected with use of alcohol or addictive substances;
  - h) Pregnancy (normal or high-risk) and intentional abortion, assisted reproduction and their complications;
  - i) Worsening or permanently poor geopolitical, climatic, environmental or epidemiological condition in the target country, on condition of an issued statement of the Ministry of Foreign Affairs of the Czech Republic or the Ministry of Foreign Affairs/Embassy of the target country.
  - j) Insured incident related to pregnancy diagnosed before the journey purchase or to intentional abortion, including related health complications;
  - k) If the insured already possessed information about potential occurrence of the insured incident;
    - i. If the insured incident occurred as a consequence of changed travel plans;
    - ii. If the insured did not receive the visa;
    - iii. If the insured was not allowed to take their paid leave.
2. The insurer shall not over airport charges, security charges, insurances and visa fees.

#### Article 4 Liabilities of the Insured

1. The insured must cancel the travel service in a documented manner with its provider immediately after learning about occurrence of one of the fact listed in Article 1 of SECTION G). Failing to do so the insurer may only cover the costs that would have been incurred if the journey had been timely cancelled.
2. If the insured cancels the journey for an acute illness, injury or death the insurer must be provided with complete medical and other documentation needed for the insured incident investigation.
3. If the insured cancels the journey for reasons listed in Section 4 d) of Article 1 of SECTION G), the insurer must be provided with all documents proving the insured incident occurrence and the right to the insurance coverage.
4. The insured and their travel companion are liable to undergo a medical examination for verification of their health condition according to their attending physician not permitting their travel in the booked period and scope.
5. In the case an insured incident occurrence the insured is further liable to:
  - a) Submit to the insurer a document confirming payment of the cancellation fees (issued by the trip organizer or the travel service provider);
  - b) Submit to the insurer a copy of the travel contract and copies of documents proving the trip expenditures and payments related to the stay abroad;
  - c) Submit to the insurer further documents requested by the latter in connection with investigation of the insured incident (the original copy of the death certificate, medical report, the original copy of the document of ownership of a thing/property, confirmation of the occurred damage to property etc.);
  - d) If the claim for insurance coverage is also applied by the travel companions of the insured then the insured must document that those persons were scheduled to travel with them and were insured together with them.

## SECTION I) CASH EMERGENCY

### Article 1 Insured Incident, Insurance Coverage

In the case of loss or theft of cash, travel checks, credit and debit cards or in the case in the place where the insured currently resides there are no banks or ATM machines the assistance service shall deliver cash to the insured up to the limit specified in the Policy Statement. The cash will be debited from the payment card of the holder and will be subject to prior approval by the card issuer.

## SECTION J) Legal Assistance Insurance

### Article 1 Insured Incident

1. The insured incident is represented by the need of protection of eligible legal interests of the insured constituted in the course of their travels and stays abroad and requiring quick and urgent legal assistance, which is reported by the insured to the assistance service without undue delay.
2. The insured incident for this purpose includes:
  - a) Legal assistance provision;
  - b) Bail depositing

### Legal assistance provision

- a) If the insured is arrested/detained or imprisoned or the same is threatening as a consequence of a traffic accident, or an administrative or criminal proceeding has been commenced against the insured for negligence in connection with motor vehicle driving the assistance service recommends to the insured a suitable legal representative.
- b) The insurer shall pay approved, purposefully incurred costs of legal representation of the insured, up to the limit specified in the Policy Statement.
- c) The other costs connected with the proceeding (for example court fees) and the consequences following from the proceeding are not subject to the legal assistance insurance.

### Bail delivery

If the insured is arrested/detained or imprisoned or the same is threatening as a consequence of a traffic accident, or an administrative or criminal proceeding has been commenced against the insured for negligence in connection with motor vehicle driving the assistance service provides to the insured a suitable legal representative, the insurer delivers the bail to the insured or, on request of the insured, to another person (for example the legal representative of the insured), however only on the basis of a sufficient financial guarantee by the insured or another person (cash deposit with the assistance company, other liability securing) up to the amount of the insurance coverage limit specified in the Policy Statement.

### Article 2 Exclusions from Insurance Coverage for Section J

1. In addition to the exclusions listed in PART I Article 13 hereof the insurer shall not cover the costs of legal service in the following cases:
  - a) If the insured has commissioned his legal representative to assert their vested interests without prior approval of the insurer, except for:
    - I. The necessity of immediate averting a threatening damage;
    - II. Arrest and/or detention of the insured with legal representative allocated to them in compliance with local legislation;
  - b) In connection with intentional criminal act of the insured, intentional offense or intentional damage to another person;
  - c) In relation to a dispute between the insured and their close relative.



2. In addition to the exclusions listed in PART I Article 13 hereof the insurer further does not cover:
- Any administrative fees and fines;
  - Lost profit;
  - Any damage compensation.

## SECTION K) Car assistance service insurance

### Article 1 Insured Incident

- Technical assistance insurance is agreed as damage insurance.
- The insured incident is a sudden fault of the vehicle owned or operated by the insured.
- The insured incident acknowledgment is conditioned by the insured holding a valid driving license and being present in the vehicle either as the driver or as a passenger.
- This insurance can be used exclusively across Europe including Turkey but excluding Russia, the Ukraine, Belarus and Moldova.
- In the case of an insured incident the insured must contact the insurer for the reason of assurance of the service and instruction by the insurer about further proceeding. Failing to do so the insured is at risk of the coverage reduction for the reason of violation of a liability of the insured.

### Article 2 Terms and Definitions

The following terms shall have the following meanings for the purpose of the policy contracted pursuant hereto:

**Vehicle** means a road vehicle with the total weight up to 3.5 tons with a valid Czech registration and registration plate or a trailer with a valid Czech registration plate.

**Eligible persons** include the driver and the passengers transported by the above defined vehicle (the crew). The number of eligible persons is limited by the number of seats specified in the technical certificate of the vehicle. The eligible persons do not include persons transported in the vehicle for a charge.

**Vehicle fault** means that the vehicle is not operable or its defects might threaten road traffic safety for the reason of fault or defect.

**A fault** means an unexpected mechanical, electrical or electronic failure causing impossibility to drive the vehicle, including:

- A discharged or frozen battery
- A defect or external lightning of the vehicle
- A defect of a wiper in rain or snowfall
- A seat belt defect
- A defect of the security system or alarm if preventing entry or driving the vehicle.

**Accident** means damage or destruction of the insured vehicle or thing as a consequence of accidental effect of external mechanical forces (such as contact, hit, fall etc.).

### Article 3 Vehicle rescue

If the vehicle rightly used by the insured, for the reason of a fault or an accident, leaves the road or topples over, gets wedged etc., the insurer shall organize its rescue and pay the related costs up to the insurance coverage limit specified in the Policy Statement.

### Article 4 Repair on the spot or towing to a service shop

- If the vehicle remains inoperable the insurer, via their contractor, arranges and pays for:
  - Repair of the vehicle on the spot, i.e. Arrival and departure or a mobile service shop and repair of the vehicle lasting for up to one hour for the purpose of its restored operability or
  - If the vehicle operability cannot be restored the insurer

shall cover the costs of the vehicle towing to the nearest insurer specified service shop, including the costs of rescue, handling, loading and unloading the vehicle.

### Article 5 Continuing the journey or return home

- If the vehicle is stolen and the theft is reported or if the vehicle is inoperable for the reason of a fault or accident and the repair takes more than 48 hours the insurer organizes and pays for the insured and their passengers in the vehicle:
  - substitute train or bus transport (second class compartment), or, for distances above 750 km, air transport (economy class) to the target destination or to the place of residence in the Czech Republic.
- The insurer shall decide about selection of the transport mode.

### Article 6 Substitute driver

- if the insured is unable to drive the vehicle for the reason of illness, injury or death, the insurer shall organize transport of a substitute driver who will take the vehicle by the shortest possible route back to the Czech Republic or to the country of permanent residence of the insured, up to the amount of the costs of the vehicle driving to the Czech Republic. The insurer shall cover the costs of the driver transport related to this operation. The insured must be incapable of driving for an illness or injury for more than three days, which must be documented by a confirmation by a physician appointed for that purpose by the insurer.
- The insurance does not cover motorway toll (or similar charges), fuel and lubricants for the insured vehicle.
- If the substitute driver informs the insurer that the vehicle cannot be driven, is in poor technical condition or in a condition not meeting local or international regulations, the insurer shall not be liable to arrange for the vehicle return to the Czech Republic or the place of permanent residence of the insured.

### Article 7 Spare part delivery

- If the vehicle becomes inoperable for the reason of damage to a part or a group of parts of the vehicle or their theft and if the spare parts for the vehicle repair are not available on the spot the insurer shall organize spare part delivery in compliance with local legislation.
- The insurer shall pay the costs of the spare part packaging and transport. The prices of the spare parts are not covered by this insurance.

### Article 8 Costs of accommodation during vehicle repair or in the case of vehicle theft

in the case of vehicle fault or damage by traffic accident that cannot be repaired on the same day or if the vehicle is stolen the insurer shall cover to the insured the costs of accommodation for the period for which the vehicle will be under repair or before the insured travels back home or continues the journey, up to 4 nights and up to the limit specified in the Policy Statement.

### Article 9 Exclusions from Insurance Coverage for Section K

- In addition to the exclusions listed in PART I Article 13 hereof the insurance further does not apply to the following cases:
  - Direct and indirect damage caused by natural disaster;
  - Costs incurred by the components of the integrated rescue system within their legal commitments;
  - All costs of the damage suffered
    - as a consequence of use of alcohol or addictive substances;
    - Vehicle participation in races, shows and competitions;
    - Consequences of a bet or participation of the eligible persons in a criminal act;
    - Consequences of a traffic accident intentionally caused by the vehicle driver or as a consequence of their suicide or a suicidal attempt;

- d) All costs of customs clearance, transit and taxes, fuel and parking fees;
- e) All costs of consequential damage;
- f) All costs of load transport;
- g) Cases when the fault or accident was caused by visible lack of maintenance or a defect not remedied although notified by a contractor or his authorized representative in connection with an earlier assistance intervention;
- h) All damage to a rented car;
- i) All costs of assistance intervention in the vehicle;
  - i. If the technical readiness for driving was not approved for the vehicle;
  - ii. If the vehicle driving on roads was prohibited;
  - iii. If the vehicle was not ready for operation for serious or dangerous defects of the vehicle technical condition or for the reason of implemented unapproved alterations immediately before the insured incident.

## SECTION L) Insurance in case of downhill slope closing

### Article 1 Subject of Insurance, Insured Incident

1. This insurance is agreed as non-life damage insurance.
2. The insured incident is defined here as a sudden and unscheduled closing of a downhill slope for the reasons of:
  - a) Lack of snow cover for more than 24 hours;
  - b) A strike;
  - c) An avalanche.
3. The insurance only applies to a downhill slope for which the insured has already purchased a ski pass more than 12 hours before the slope closing.
4. The insurance applies to:
  - a) The Northern Hemisphere in the period between 15 December and 15 April inclusive;
  - b) The Southern Hemisphere in the period between 15 May and 15 October inclusive.
5. In the case of an insured incident specified above the insurer shall cover to the insured:
  - a) The costs of the pre-purchased ski pass, or its unused part, for the closed slope
 or
  - b) Additional costs of transport to another non-closed downhill slope within 50 km distance,
 Both up to the coverage limit specified in the Policy Statement.

### Article 2 Liabilities of the Insured

- f. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured is further liable to submit to the insurer original copies of documents showing that the downhill slope was closed, including specification of the date, time and reason for the closing.
- g. The insured shall further submit the original ski pass for the slope subject to the sudden, unexpected and unscheduled closing.

## SECTION M) Insurance of unused holiday

### Article 1 Subject of Insurance, Insured Incident

1. This insurance is agreed as non-life sum insurance.
2. The insured incident is defined as premature return from a journey or stay abroad to the Czech Republic with consent of the insurer for the reason of:
  - a) Death of a close relative of the insured or the insured's substitute at work or business (including death due to being diagnosed with an epidemic or pandemic disease such as COVID-19);
  - b) Sudden and unexpected hospitalization of a close relative of the insured or the insured's substitute at work or

business (including hospitalization due to being diagnosed with an epidemic or pandemic disease such as COVID-19);

- c) If close relative is in quarantine prior to Your trip, in accordance with a regulation or other requirement of a government or state authority, due to a suspicion that You or Your travelling companion have been exposed to a contagious disease (including an epidemic or pandemic disease such as covid-19). This does not include any other type of quarantine which generally applies to a selected or entire population, vessel or geographical area, or which applies on the basis of where, from where and through which countries the respective person is travelling;
  - d) Damage to the property of the insured caused by natural disaster or criminal act of a third person if the damage exceeds CZK 210,000 and if the damage occurred while the insured travelled or stayed abroad.
3. The insurance of unused holiday includes coverage of every unused day of the insured's stay abroad beginning from the day following after the day of the premature return of the insured to the Czech Republic and ending on the day specified in the travel contract as the final day of the stay abroad, in the day coverage value up to the total limit specified in the Policy Statement.

### Article 2 Exclusions from Insurance Coverage for Section M

1. In addition to the exclusions listed in PART I Article 13 hereof the insurance further does not apply to the cases when the insured was knowledgeable about potential occurrence of the insured incident before the journey.

### Article 3 Liabilities of the Insured

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations:
  - a) Submit to the insurer the original copy of the travel contract and original copies of further documents proving the trip expenditures and payments related to the stay abroad;
  - b) Submit to the insurer further documents requested by the latter in connection with investigation of the insured incident (the original copy of the death certificate, medical report, the original copy of the document of ownership of a thing/property, confirmation of the occurred damage to property etc.);
  - c) Contact the insurer before start of the journey back to the Czech Republic.
  - d) In the case of violation of the liabilities pursuant to this section the insurer is entitled to proportionally reduce or refuse insurance coverage.

## SECTION N) Insurance of rescue costs

### Article 1 Subject of Insurance, Insured Incident

The insured incident is provision of health, rescue or search services to the insured for the reason of their acute illness, injury or death abroad in the course of the insurance effectiveness including coverage of the costs of transport to a health care facility.

### Article 2 Exclusions from Insurance Coverage for Section N

In addition to the exclusions listed in PART I Article 13 hereof the insurer further does not cover:

- a) Damage caused as a consequence of gross and intentional breach of safety or generally binding regulations or instructions of the mountain rescue or rescue service;
- b) Actions not included in the necessary rescue of life and

health, including vain rescue activities caused by incorrect information by the insured, or lack of information about the route, place of event, or change of route, place or time of return;

- c) Costs caused by sports activity or works included in high-risk groups, unless otherwise agreed in the insurance contract.

## SECTION O) Insurance of vehicle key loss

### Article 1 Subject of Insurance, Insured Incident

1. In the case of loss of vehicle keys on the insured's stay abroad the insurer shall organize and cover:
  - a) Production of replacement keys, not the keys themselves;
  - b) Delivery of the replacement keys from the place of residence of the insured in the Czech Republic.
2. The insurer shall provide insurance coverage up to the limit specified in the Policy Statement.

### Article 2 Liabilities of the Insured

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured is further obliged to request the insurer's consent in the case of any payments related to the key loss.
2. In the case of violation of the liabilities pursuant to this section the insurer is entitled to proportionally reduce or refuse insurance coverage.

## SECTION P) Insurance of veterinary costs

### Article 1 Terms and Definitions

**Eligible person:** Unless otherwise defined in the insurance contract the eligible person means the animal breeder of non-professional breed insured hereby.

**Doctor of veterinary medicine:** A specialist competent to perform veterinary treatment activities on the basis of certification pursuant to special legislation.

**Insured animal:** an animal with a valid passport of an animal in non-professional breed marked with tattoo or chip.

**Animal in non-professional breed:** an animal owned by the insured and kept in their household or special areas designed for that purpose, especially as the owner's hobby or as their companion.

**Animal:** Animal for the purpose of this insurance is a dog (including assistant and therapeutic dogs) or a cat.

### Article 2 Subject of Insurance, Insured Incident

1. Veterinary medical cost insurance is agreed as non-life damage insurance.
2. The insured incident for this veterinary cost insurance purpose is sudden acute illness or injury of the insured animal in the course of its stay abroad with the insured, occurring at the time of the insurance effectiveness and requiring immediate veterinary treatment that cannot wait.
3. The veterinary medical cost insurance is used by the insurer for coverage of the insured incident related necessary, inevitable and purposefully incurred costs of veterinary treatment, including diagnostic procedures directly related to the treatment, prescribed by the doctor of veterinary medicine and stabilizing the health condition of the animal.
4. These costs include, unless otherwise specified, the costs of:
  - a) Outpatient treatment;
  - b) Hospitalization;
  - c) Materials used;
  - d) Medication prescribed.

### Article 3 Exclusions from Insurance Coverage for Section P

1. In addition to the exclusions listed in PART I Article 13 hereof the veterinary care cost insurance further does not apply to the

following cases:

- a) Situations when the treatment is related to treatment, illness or injury of the animal existing within the last 12 months before the insurance term beginning;
- b) Veterinary care of the animal necessary as a consequence of the animal participation in races and competitions of all kinds, including preparation for them;
- c) Treatment of hereditary, developmental or congenital defects of the animal;
- d) Transport of the animal;
- e) Destruction or repatriation of the animal to the Czech Republic;
- f) Costs related to the animal's gravidity and litter;
- g) Costs of treatment of parasitosis, costs of anti-parasite preparations for removal of external parasites (fleas, ticks etc.) and worming;
- h) Treatment of dental disorders and other dental interventions;
- i) Feed including veterinary doctor prescribed dietary feed in the context of treatment;
- j) Treatment of dermal diseases;
- k) Vaccination and castration;
- l) Preventive veterinary interventions, chip application, tattooing and cosmetic interventions;
- m) Super-standard veterinary interventions not necessary for stabilization of the animal's health conditions requiring immediate veterinary attention;
- n) Consequences of violation of the animal protection legislation by maltreatment by the owner (to the breeders, the keepers, employees etc.) or members of the owner's family, or regulations on veterinary care, and as a consequence of an intervention performed by a non-competent person;
- o) Treatment and interventions not performed by a doctor of veterinary medicine;
- p) Dogs of the Army of the Czech Republic, the Police of the Czech Republic, City Police and similar corps, including rescue dogs;
- q) Events concerning animals younger than 3 months or older than 10 years.

### Article 4 Liabilities of the Insured

- a) In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured further has the following obligations throughout the insurance term:
- b) To keep animals in the manner, environment and conditions required by their biological needs, physiological functions and health condition, to prevent damage to their health and to observe veterinary care regulations and the act on animal protection against maltreatment;
- c) To monitor health condition of the animals and provide timely first aid and seek veterinary medical assistance when needed;
- d) To assure valid vaccination of the animals against rabies and keep the current vaccination certificate;
- e) To prevent occurrence and spread of infections and other diseases and fulfill the regulatory liabilities for management of these infections and other diseases;
- f) To provide the necessary assistance to ordered examinations of the animal, sample taking, protective vaccination or other professional veterinary interventions;
- g) To administer the prescribed medicaments to the animals only with consent and according to the instructions of the attending veterinary doctor;
- h) To submit all documents required by the insurance company, including but not limited to the passport of the treated animal in non-professional breed, a description of the cause of the insured incident occurrence, accounting documents for the animal treatment with specification of the medical history confirming the condition requiring



immediate veterinary attention, the diagnosis with specification of the performed interventions and the number of the micro chip of the tattooed numbers of the treated animals etc.

- i) In the case of injury to document the time, place and description of the injury.
- j) In the case of violation of the liabilities pursuant to this section the insurer is entitled to reduce or refuse insurance coverage.

### **PART III SPECIAL PROVISIONS ON ADDITIONAL INSURANCE OF ASSISTANCE**

#### **SECTION A) Insurance of domestic assistance services**

##### **Article 1 Terms and Definitions**

**Material:** Materials or spare parts needed for repair of a particular defective device;

**Uninhabitable household:** A household after a technical accident not providing a safe and healthy place for dwelling.

**Eligible person:** The insured including all permanent members of his insured household;

**Insured household:** The insured household is a residential building, house, residential apartment or household where the insured and/or the eligible party has their permanent or temporary residence. Only a single address may be insured. The insured household however does not include common spaces of blocks of flats, panel or rental houses, such as corridors, shared lofts or cellars, pushchair storage and common garages.

**Technical accident** (hereinafter also **“emergency”**): an accidental and unexpected situation requiring immediate repair of the insured property which the insured is unable to assure by in-house resources or in another usual way;

**Technical emergency service** (hereinafter **“TES”**): A natural person or legal entity entered in the database of service providers of the policyholder, intervening in cases of emergency; TES includes the following professions: plumber, heating engineer, gas service technician, electrician and locksmith.

**Door blocking:** A situation when the entrance door lock is not damaged but the client is still unable to open the door by usual means for the reason of the keys left inside, broken or lost. Blocked door also includes the situation when the door cannot be open for the reason of damaged lock insert.

##### **Article 2 Subject of Insurance**

1. The subject of the insurance includes assistance service provided in the case of a technical emergency or in the case of blocked entrance door to the insured household.
2. The eligible party can draw this insurance coverage three times a year as the maximum.

##### **Article 3 Technical emergency**

1. In the case of a technical emergency in the household the insurer shall:
  - a) Organize and cover transport of the technical emergency service of the service provided to the place of the insured household location;
  - b) The TES shall take measures necessary for remedy of the emergency condition;
  - c) Cover the costs of the measures and the materials used up to the respective limit specified in the Policy Statement. The costs of work and materials above this limit are not subject of the insurance coverage and the insured/eligible party must pay them from their in-house resources.
2. The insurer shall decide whether the situation represents an

emergency by professional assessor at their sole discretion.

3. In the case of fire, gas leak etc. the TES may provide their service after the intervention of the appropriate public intervention units (firemen, police etc.).
4. After the repair completion the TES or the respective specialist shall issue an intervention protocol on the spot, which must be signed and kept by the insured in one copy. The protocol shall also serve as the warranty certificate for the work performed.

##### **Article 4 Property unlocking**

1. If the blocked entrance door to the insured household cannot be opened by the matching key for the reason of another key left in the lock on the other side and the door closed, key loss, break or for the reason of damaged lock insert, the insurer shall:
  - a) Organize and pay for transport of a locksmith to the location of the insured household;
  - b) Organize works needed for the main entrance door opening and assurance of their locking and unlocking, including potential lock replacement, and pay for these works including materials up to the amount of the respective limit specified in the Policy Statement.
2. The eligible party requesting supply pursuant hereto shall provide the insurer with the necessary assistance for identity check and proof that their request does not represent illegal break in the household. The insurer shall not be liable to provide the supply if there is doubt about eligibility of the person claiming it into the insured household.

##### **Article 5 Emergency operation**

1. If the insured household becomes technically uninhabitable, the insurer shall:
  - a) Organize and cover the costs of transport of the insured household members to a replacement accommodation place up to the limit specified in the Policy Statement;
  - b) Organize and cover the costs of the replacement accommodation to all members of the insured household up to the limit specified in the Policy Statement; the category of the accommodation facility shall be decided by the insurer at their sole discretion.
  - c) Organize and cover the costs of continuous protection of the unsecured insured household up to the coverage limit specified in the Policy Statement.
2. All costs of services listed above herein exceeding the defined coverage limits shall be borne by the insured.

##### **Article 6 Sudden hospitalization of a household member**

1. In the case of sudden hospitalization of the insured the insurer shall:
  - a) Organize and cover the costs of transport of the insured by a taxi on their return from the health care facility up to the coverage limit specified in the Policy Statement;
  - b) Organize and cover the costs of transport of the person asked by the insured to take care of the children and/or seniors in the household up to the coverage limit specified in the Policy Statement;
  - c) Organize custody of children under 15;
  - d) Organize accompaniment of children under 15 to/back from school;
  - e) Organize transport of the necessary medication and health care materials;
  - f) Provide information about hospitals (opening times, specializations);
  - g) Provide information about the prescribed drugs and their equivalents.

##### **Article 7 Liabilities of the Insured**

1. In addition to the liabilities listed in PART I Article 14 and Article 16 hereof the insured is liable, before taking any further

steps in connection with the insured incident, to contact the insurer on the phone. Failing to do so the insurer shall be entitled to reduce the insurance coverage.

#### **Article 8 Exclusions from Insurance Coverage for Section A)**

1. In addition to the exceptions listed in PART I Article 13 hereof the following is excluded from coverage by the insurer:
  - a) Damage whose causes or symptoms already existed before the insurance establishment and the insured knew or should have known about them, and damage that could be reasonably expected or was sure to happen before the insurance contract execution;
  - b) Damage caused by illegal conduct of the insured;
  - c) Damage caused intentionally, by gross negligence or under the effect of alcohol, narcotics or addictive substances used by the insured;
  - d) Costs not related to averting emergency;
  - e) Events caused by the insured to themselves intentionally, or caused by another person with consent of the insured;
  - f) Damage to non-residential spaces for commercial use (such as manufacturing, industrial, commercial, office space etc.);
  - g) Damage to common spaces in residential houses and houses with more than one residential apartment, such as corridors, staircases, shared lofts, cellars, pushchair storage or common garages;
  - h) Damage to spaces in buildings not designed or unsuitable for residential purposes;
  - i) Damage caused by the owner of a residential building, apartment or household, such as in the course of maintenance, standard repairs, including preventive repairs (including repairs performed by superior administrative authorities);
  - j) If the assistance service in the course of their previous intervention recommended in a documented manner measures and repairs preventing the same damage recurrence and the insured did not implement them in 30 days and now repeatedly asks for the same assistance service;
  - k) If the technical emergency was caused by an unauthorized or unprofessional intervention;
2. This insurance excludes claims for coverage of consequential damage of any kind and any indirect damage such as lost earnings, lost profit, penalties, deficits, impossibility to use a product) and associated costs (express surcharges of any kind, costs of legal representation etc.).
3. The insurer shall not provide insurance coverage for mental, emotional and moral loss and loss caused by unauthorized intervention in the right to personality protection.
4. The insurer shall not be responsible for consequences of inappropriately, incorrectly provided or late assistance services and shall not cover costs of TES services if the insured has provided inaccurate, incomplete or intentionally biased information.
5. The works performed in the assisted household or its building parts to be covered by the insurer's coverage exclude works of the following nature:
  - a) Common repairs, maintenance and preventive repairs;
  - b) Repairs prescribed by administrative authorities;
  - c) Remedy of damage caused by a third party;
  - d) Works required by the insured and falling within the legal obligation of the house owner or contractual liabilities of the facility manager of the building where the assisted household is situated;
  - e) Removal of consequences of damage caused by unprofessional, unauthorized or prohibited interventions by members of the assisted household or third parties;
  - f) Removal of consequences of damage caused by any building reconstructions;
  - g) Removal of consequences of damage caused by

- h) neglected maintenance of infrastructure networks;
- h) Removal of consequences of damage caused by action intended to cause damage to property or health of a third party or intended to harm their rights, or by vandalism.
6. This insurance does not constitute the right to insurance coverage in any connection with damage to the equipment of the assisted household or remedy of this damage.

#### **SECTION B) Insurance of Mountain Rescue Service intervention in the Czech Republic**

1. Insurance of the Mountain Rescue Service Intervention applies to search by the Mountain Rescue Service of the Czech Republic (hereinafter "**Mountain Rescue**") in the areas under their responsibility on condition that the insured observes instructions of Mountain Rescue, the displayed warnings and other measures related to safety of persons in the mountains, and conducts themselves in a way not threatening their own life, health and property or life, health and property of others.
2. The insurer shall provide insurance coverage of Mountain Rescue interventions up to the limit specified in the Policy Statement.

#### **Article 2 Exclusions from Insurance Coverage for Section B**

In addition to the exclusions listed in PART I Article 13 hereof the insurer further does not cover:

- a) Damage caused as a consequence of gross and intentional breach of safety or generally binding regulations or instructions of the mountain rescue or rescue service;
- b) Actions not included in the necessary rescue of life and health, including vain rescue activities caused by incorrect information by the insured, or lack of information about the route, place of event, or change of route, place or time of return;
- c) Costs caused by sports activity or works included in high-risk groups, unless otherwise agreed in the insurance contract;
- d) Costs of rescue activities outside the Czech Republic incurred in connection with injury or sudden illness of the insured.