

## **General terms and conditions of travel insurance – UCZ/Ces/05**

### **General part**

#### **1. Opening provisions**

1.1. The travel insurance, concluded by UNIQA pojišťovna, a.s. (hereinafter referred to as the "insurer"), is governed by the law of the Czech Republic (hereinafter referred to as "CR"). It is subject to the Insurance Contract Act, the Insurance Act, the relevant provisions of the Civil Code, these general insurance terms and conditions (hereinafter referred to as the "GITC") and contractual arrangements. If any of the above-mentioned conditions differ from the provisions contained in the insurance conditions or directly in the insurance contract then, assuming that these conditions are in accordance with the law, the provisions contained in the insurance conditions or directly in the insurance contract shall prevail.

1.2. As part of the travel insurance the following types of travel insurance may be concluded, which are further regulated in a special part of these GITC:

- A) Medical costs insurance
- B) Assistance services insurance
- C) Accident insurance
- D) Damage liability insurance
- E) Luggage insurance
- F) Cancellation fee insurance

1.3. The insurance stipulated in point 1.2. under letters A), B), D), E) and F) are arranged as indemnity insurance, with the insurance stipulated under letter C) being arranged as sum insurance.

#### **2. General provisions**

2.1. On the basis of the insurance contract concluded the insurer undertakes that in the event of the occurrence of the insurance event it shall render a benefit in the agreed scope and the insured undertakes to pay the insurer the premium.

2.2. The insured values and the amount of the insured's co-participation on the individual types of travel insurance are stipulated in the insurance contract. Co-participation is understood to refer to the amount of the insured's participation from every insurance event and which the insurer shall deduct from the acknowledged insurance benefit.

2.3. Legal acts pertaining to the insurance must be executed in writing. All changes must be made in writing, otherwise they shall be invalid.

#### **3. Duration of insurance, insurance period**

3.1. All types of travel insurance, besides cancellation fee insurance, commence enter into operation at 0:00 hours of the day agreed in the insurance contract as the start of the insurance, but not earlier than the date and time of the conclusion of the insurance stipulated in the insurance contract and shall terminate at 24:00 hours on the day agreed in the insurance contract as the end of the insurance. Cancellation fee insurance enters into operation from the date and time of concluding the insurance and terminates at 24:00 hours on the day agreed in the insurance contract as the start of the insurance.

3.2. The insurance contract takes force not earlier than the payment of the entire amount of the lump-sum premium, unless agreed otherwise in the insurance contract.

3.3. Travel insurance cannot be discontinued, unless otherwise agreed.

#### **4. Territorial validity of the insurance**

4.1. All types of travel insurance, besides the cancellation fee insurance, are valid in the geographical zone agreed in the insurance contract – always with the exception of the territory of the Czech Republic (hereinafter referred to as "CR") and states where the insured has his/her permanent or temporary residency or of which he/she is a citizen, unless agreed otherwise in the insurance contract.

4.2. Insurance arranged in respect of geographical zone 1 pertains only to insurance events that occurred on the geographical territory of Europe, including the islands belonging to European states and on the territory of Egypt, Israel, Morocco, Tunisia and Turkey. Insurance arranged in respect of geographical zone 2 pertains to insurance events that occurred on all territories of the world.

#### **5. Premium**

5.1. A premium represents the consideration for the insurance. The amount of the premium is determined on the basis of rates prescribed by the insurer for the individual insurance types according to the principles of actuary mathematics.

5.2. A premium is determined for the whole agreed insurance period (lump-sum premium), unless agreed otherwise in the insurance contract.

## **6. Insurance benefit**

6.1. The insurer shall pay an insurance benefit at most up to the amount of the agreed insured values. The insurance contract may contain a provision requiring the co-participation of the insured on the benefit.

6.2. The insurance benefit is due within 15 days of the day on which the insurer completes the investigations necessary for determining the extent of its obligation to render a benefit under the insurance contract. The insurer is obliged to complete these investigations within 3 months of being notified of the event connected to the demand for benefit. Should it be unable to complete the investigations within this period the insurer shall be obliged to notify the person to which the entitlement to the insurance benefit has arisen or is to arise of the reasons why the investigations cannot be completed and to provide this person, upon request, a reasonable advance. The period for the completion of the investigations may be extended by agreement. This period does not run if the investigations are rendered impossible or difficult by the fault of the entitled person, the policyholder or the insured.

6.3. The insurance benefit is payable in the CR and in the domestic currency, unless agreed otherwise in the insurance contract. The exchange rate announced by the Czech National Bank on the first business day of the month in which the insurance event is liquidated shall be used for conversion purposes.

6.4. The insurer is entitled to reduce the insurance benefit pertaining to damage insurance by the amount of the damage compensation rendered by a third party obliged to compensate the damage ensuing from the insurance event.

## **7. Termination of insurance**

7.1. The insurer or the policyholder may terminate the insurance within 2 months of the conclusion of the insurance contract. An eight day notice period shall commence on the day of the serving of the notice, upon the expiry of which the insurance shall terminate.

7.2. The insurer or the policyholder may terminate the damage insurance within 3 months of the day of the serving of the notice of the occurrence of the insurance event. A one month notice period shall commence on the day of the serving of the notice, upon the expiry of which the insurance shall terminate.

7.3. The insurance shall also terminate on the day stipulated in a written agreement between the insurer and the policyholder or upon the expiry of the period for which the insurance had been negotiated.

## **8. Rights and obligations of the insurer and of the insured**

8.1. In the event of the insurance of a foreign insurance risk the policyholder shall be obliged to familiarise the insured with the contents of the insurance contract pertaining to the insurance of his/her risk.

8.2. Besides the duties prescribed by legislations, the policyholder or the insured, as the case may be, is obliged:

- a) to endeavour that the insurance event does not occur and to take all steps to prevent its occurrence or to mitigate its consequences (namely to seek medical treatment, without undue delay);
- b) to abide by the instructions of the assistance service, the instructions of the insurer in the carnet, the GITC and the insurance contract;
- c) to notify the insurer in writing immediately of his/her return to the CR (but not later than 30 days of the end of the trip) in the event that the costs were not paid directly by the assistance service or the insurer;
- d) to complete and send to the insurer, without undue delay, a completed report of the insurance event and the required documents, or to supplement, at the insurer's request, information on the insurance event and to submit other necessary documents; all the documents submitted must be issued in the English, German or Czech language – if the documents submitted are not in any of these languages the insurer shall arrange for their translation at the insured's costs;

- e) to provide to the insurer all truthful information about the occurrence, course and consequences of the insurance event and to prove to the insurer, in the event of doubts, his/her entitlement to the insurance benefit;
  - f) to provide the insurer with all the required co-operation during the investigation of the insurance event, namely to notify the insurer of any other insurers and insured values agreed in other insurance contracts, including travel insurance included as part of card programmes;
  - g) to relieve, at the insurer's request, a third party (in particular a doctor) of the confidentiality duty pertaining to facts related to the insurance event;
  - h) to arrange, in respect of another party, the right to compensation of damage caused by the insurance event or another similar right, and to assign this right in writing to the insurer up to the amount to which the insurer rendered or will apparently render the benefit.
- 8.3. The policyholder, the insured or the entitled person, as the case may be, is entitled to file a complaint with the insurer's control department or also with the Ministry of Finance of the Czech Republic.

## **9. Rights and obligations of the insurer**

- 9.1. The insurer is entitled to reduce the insurance benefit in the event that the insured failed to meet its contractual obligations, namely in the event of a late report of an insurance event and in the event of the particulars contained in the insurance event report being incomplete, if this hinders the investigation of the extent of the damage.

## **10. Notices**

- 10.1. The insurer shall serve any correspondence by post, or by another suitable manner.
- 10.2. If the addressee of the correspondence was not reached despite residing at the place of delivery, the correspondence shall be served to another adult person living in the same apartment or house, operating in the same place of business or employed at the same workplace, if this person is prepared to arrange for the delivery of the correspondence. If the delivery is not even possible to serve in this manner, the correspondence shall be deposited at the post office which shall then invite the addressee, in an appropriate manner, to collect the correspondence. If the addressee fails to collect the correspondence within 10 days of its deposit the last day of this period shall be deemed to be the day of delivery, even if the addressee had not learned of its deposit. It is assumed that the addressee resided at the place of delivery, unless information to the contrary was ascertained.

## **Special part**

### **Part A – Medical costs insurance**

#### **Article 1 - Subject of the insurance**

1. The subject of the insurance is essential and demonstrable costs incurred by the insured in the course of necessary medical treatment as a result of an accident or in the event of the insured suddenly becoming ill.

#### **Article 2 – Insurance event**

1. An insurance event under medical costs insurance is an accident or an unforeseeable acute illness afflicting the insured whilst abroad which require outpatient or hospital treatment or care.
2. The insurer or the insurer's assistance service shall arrange for the payment of the costs incurred by the insured in connection with the essential and reasonable medical care as a result of the insured being in an accident or suffering a sudden illness. Unless otherwise agreed in the insurance contract, these costs are understood to refer to:
  - a) outpatient medical treatment;
  - b) stay in a standard hospital bed for the necessary time period, substantiated by a medical report, i.e. treatment, medical intervention and operation which could not be postponed till the insured's return to CR due to the insured's medical condition;
  - c) treatment by a dentist as a result of the insured being involved in an accident or first aid given to the insured, with only the treatment aimed at relieving the pain covered (a simple filling or an extraction);
  - d) medicines prescribed by a doctor, with nutritional, strengthening or vitamin preparatives, means taken as prevention, support or addictive and cosmetic preparations not allowed to be included in the medicines category;

- e) transportation to the nearest suitable medical facility (as well as the summoning of a doctor to the ill person) if the insured cannot be transported by a regular means of transport; transportation from the doctor to the nearest suitable specialised hospital, all being within the framework of necessary and urgent medical treatment; transportation by helicopter only in the case of accident situations requiring the insured's urgent hospitalisation.

### **Article 3 – Insurance benefit**

1. In the event of requiring outpatient treatment the insured can turn to the insurer's assistance service, which shall give him/her advice or assistance in searching for medical treatment. If the outpatient doctor refuses to accept the guarantee of payment issued by the insurer via the assistance service, the insured shall pay the costs of the outpatient medical care in the meaning of this insurance him/herself in cash directly to the doctor or to the medical facility. The insured shall submit the documents of this payment to the insurer upon his/her return to the CR. The insurer shall remit, either directly or via the assistance service, the insurance benefit in Czech crowns to the insured.
2. In the event of hospitalisation the insured is obliged to contact the insurer's assistance service stipulated in the insurance contract without delay. The insured is obliged to present his/her assistance card at the hospital. The insurer shall pay the costs associated with the treatment received by the insured at the hospital on behalf of the insured, either directly or via the assistance service.

### **Article 4 - Exclusions from insurance**

1. The insurer is not obliged to render an insurance benefit in respect of:
  - a) illnesses and accidents that occurred during disorderly conduct or criminal activity committed by the insured when behaving in a manner that is in breach of the law of the given country, in connection with war or unrest, during an attempt to commit suicide or causing oneself harm; the insurer can limit the insurance benefit in the event that the illnesses and accidents occurred after consuming alcohol or addictive substances;
  - b) an examination conducted to determine whether the patient is pregnant, an abortion, any complications occurring after the sixth month of pregnancy, birth, fertility examinations and treatment, artificial fertilisation, sterility treatment, contraception;
  - c) stays in spas, sanatoria, medical institutions, convalescence homes, treatment facilities, etc.;
  - d) treatments that were not unconditionally necessary, such as preventative and check-up inspections, prophylactic vaccinations, cosmetic treatments and their consequences, chiropractic treatment or therapy, teeth or jaw modifications, making of or modifications to artificial limbs, orthoses, epitheses, eye glasses, contact lenses, hearing devices;
  - e) mental as well as psychological illnesses or breakdowns (e.g. psychoanalytical or psychotherapeutic treatment, etc.);
  - f) sexually transmitted diseases or AIDS;
  - g) the performance of treatments outside of a medical facility that are not performed by a doctor or a nurse qualified to perform this treatment, or a treatment that lacks scientific or medical recognition;
  - h) premium care, physical treatment or rehabilitation;
  - i) professional dental care – a benefit is rendered only in the event of the giving of first aid in urgent painful cases (extraction, simple filling);
  - j) the treatment or operation of a chronic illness, if the illness required the insured to be hospitalised during the past 12 months or was in progress or had caused significant changes in the use of medicines;
  - k) medical care associated with the treatment of an illness or an accident that had existed prior to the conclusion of the insurance contract;
  - l) illnesses and accidents that occurred in connection with the insured participating in hazardous sports, i.e. rafting, other forms of going down wild rivers, parasailing, parachuting, hang-gliding, paragliding, all types of gliding and flying, all types of motor and aeronautical sports, hot air ballooning, mountain hiking in excess of 2,500 metres above sea level, caving, sports diving, martial arts, skateboarding, acrobatics and ski jumping, motor sports on snow, ice or water, other similarly hazardous sports or during the course of publicly organised sports competitions or races in any type of sport or any type of sport conducted at a professional level, unless the insurance contract includes supplementary insurance for hazardous sports;
  - m) illnesses and accidents that occurred in connection with the insured participating in winter sports, i.e. downhill skiing and snowboarding on marked slopes and trails, cross-country skiing,

- ice skating, speed skating, bobsledding, ski bobbing and sport sledding, unless the insurance contract includes supplementary insurance for winter sports;
- n) illnesses and accidents that occurred in connection with the insured participating in bungee jumping, canyoning, skiing and snowboarding off marked slopes and trails, ski-mountaineering and mountain climbing.

#### **Article 5 - Obligations of the insured**

1. Should the insurance event occur the insured is obliged, in addition to meeting the obligations stipulated in the general part of these GITC, to:
  - a) take all action that may reasonably be required of him/her in order to mitigate the consequences of the insurance event, in particular to seek medical treatment without undue delay and to show his/her proof of insurance;
  - b) abide by the instructions of the attending doctor and follow the medicinal regime;
  - c) present the insurer with the originals of the doctor's findings, diagnoses, list of treatments/action performed, bills for hospital stays and medicines, and originals of other documents required in order to determine the amount of the benefit;
  - d) assign to the insurer, in writing, his/her claims towards third parties, up to the amount of the costs covered by the insurer;
  - e) relieve, at the insurer's request, providers of medical services or other third parties of the confidentiality duty and to authorise the insurer to obtain such particulars pertaining to his/her medical condition as are required to investigate the event;
  - f) make arrangements to be examined by a doctor of the insurer's choice.

### **Part B – Assistance services insurance**

#### **Article 1 – Subject of the insurance**

1. The subject of the insurance is the following demonstrated costs or services:
  - a) the costs of repatriating the insured;
  - b) the costs of repatriating the insured's physical remains;
  - c) the costs of sending a carer;
  - d) the costs of returning prematurely from an insured trip;
  - e) the costs incurred as a result of missing the departure of a public means of transport;
  - f) the costs of first aid whilst abroad, including its arrangement;
  - g) the costs incurred as a result of a loss of travel documents;
  - h) rescue costs;
  - i) indemnity in the case of the insured's detainment during the hijacking of an airplane or bus;
  - j) arrangement of financial assistance to the insured.

#### **Article 2 – Insurance event**

1. The insurer shall, via its assistance service or directly, arrange for the payment of the demonstrated costs or services under the conditions specified in this article. Unless prescribed otherwise in the insurance contract, these costs or services are understood to be:

- a) the costs of repatriating the insured;

The insurer shall pay the costs of transporting the insured (who is incapable of travelling by ordinary means of transport) from a foreign hospital to the insured's permanent residence in the CR on the condition that the date, manner and arrangement of transport is decided by the insurer or by the insurer's assistance service, after discussing the matter with the attending doctor. The insurer shall order the repatriation as soon as the medical condition of the insured permits. If the insured refuses to be repatriated despite it being possible from the medical point of view, the insurer's obligation to render an insurance benefit under the medical costs insurance expires the moment of such a refusal. If the insured is a resident of a foreign country the insurer pays for the costs of the insured's repatriation to the insured's place of permanent residence outside of the CR, in that the maximum fulfilment on the part of the insurer is the equivalent to the costs of repatriation to the CR.

The insurer shall not pay the costs incurred following the completion of the pre-arranged repatriation of the insured due to his/her non-participation in public health insurance or due to the medical facilities' operating deficiencies.

- b) the costs of repatriating the insured's physical remains;

The insurer shall pay the costs of transporting the physical remains of the insured who deceased as a consequence of an insurance event or natural death to the CR on the condition that the date, manner and arrangement of transport is decided by the insurer or by the insurer's assistance service. If the insured is a resident of a foreign country the insurer pays for the costs of the repatriation of the insured's physical remains to the insured's place of permanent residence outside of the CR in that the maximum fulfilment on the part of the insurer is the equivalent to the costs of repatriation to the CR.

c) the costs of sending a carer;

The insurer shall pay the reasonable costs of the person named by the insured for this person's transport from the CR to the place where the insured is hospitalised and back, for normal accommodation at the place where the insured is hospitalised in the event that the hospitalisation of the insured in the hospital will last at least 5 days due to serious illness or accident per the stipulation of the attending doctor. The insurer shall pay these costs on the condition that they had been incurred on the basis of the insurer's prior consent and if the insured is a person less than 15 years of age or if the attending doctor and the reviewing doctor decides that this person is incapable of returning home by him/herself.

d) the costs of returning prematurely from an insured trip;

The insurer shall pay the necessary and reasonable costs for the premature return from an insured trip if the insured is forced to return from an insured trip for reason of the death of his/her next of kin and a serious accident or serious illness of his/her next of kin only if the attending doctor confirms that the life of the insured's next of kin is in danger. In this article the term "insured's next of kin" is understood to refer to husband/wife, parents and children of the insured. The insurer shall pay these costs on the condition that they had been incurred on the basis of the insurer's prior consent and if the means of transport originally planned could not have been used for the return journey. The economy class of a means of transport may be used for the insured's return trip.

e) the costs incurred as a result of missing the departure of a public means of transport;

The insurer shall pay the costs of transport to the place from which the insured can continue on with his/her trip according to the original plan or the costs of cancelling the trip or stay if the insured missed the departure of a public means of transport by which he/she should have travelled back to the CR demonstrably

- caused by a traffic accident involving the means of transport not caused by the insured
- caused by a traffic accident of a public means of transport
- caused by the routes of public means of transport being cancelled or restricted for reason of a strike that had not been announced in advance,
- caused by a natural disaster that damaged the means of transport or occurred along the transport route, thus preventing the means of transport from continuing along in the trip.

The insurer shall pay the costs specified above on the condition that they had been incurred on the basis of the insurer's prior consent. The insurer shall reimburse the transport costs incurred in using the economy class of a means of transport.

f) the costs of first aid whilst abroad, including its arrangement;

In the event of court prosecution for damage caused by negligence to a third party or due to the negligent breach of laws and local provisions of an administrative nature in a private life situation the assistance service shall send, upon request, a returnable advance towards lawyer fees or a bond. Legal assistance is only available outside of the territory of the CR or the country of the insured's permanent residence. The insured must always return the advance to the insurer within 90 days of the date of its provision.

g) the costs incurred as a result of a loss of travel documents;

The insurer shall pay the fee for the issue of a replacement travel document and travel documents from the place of the stay abroad to the place of the nearest representative office of the Czech Republic and back, if the travel documents were lost or destroyed in direct connection with the insurance event covered by the luggage insurance pursuant to these GITC. The insurer will reimburse the costs using an economy class of a means of transport.

h) rescue costs;

The insurer covers the expenses purposefully incurred in order to avert the occurrence of an immediately threatening insurance event or to mitigate the consequences of an insurance event that has already occurred, including the expenses of possible search or rescue activity.

i) indemnity in the case of the insured's hold-up during the hijacking of an airplane or bus;

The insurer shall pay the insured an indemnity of CZK 1,000 for each day or part day of the insured's hold-up during the hijacking of an airplane or bus on which he/she was travelling during a foreign trip.

- j) arrangement of financial assistance to the insured.

The insurer arranges, in the event of necessity relating to an insurance event pursuant to the other types of insurance of these GITC, for the provision of financial assistance to the insured in foreign currency to the agreed place after a third party deposits a counter value with the insurer or an external provider of this service.

### **Article 3 – Insurance benefit**

1. The insurer pays the costs or services stipulated in Article 2, point 1c) to point 1j) of Part B, of these GITC up to a maximum of 2% of the insured value agreed to in the insurance contract for assistance services insurance, unless expressly agreed otherwise in the insurance contract.
2. The benefit from the assistance services insurance cannot exceed the insured value agreed to in the insurance contract.

### **Article 4 – Exclusions from insurance**

1. The insurer is not obliged to render an insurance benefit in respect of expenses incurred for the insured's repatriation or in respect of costs for the repatriation of the insured's physical remains in cases stipulated in Article 4, point 1a) to point 1n) of Part A of these GITC.

## **Part C – Accident insurance**

### **Article 1 – Subject of the insurance**

1. The subject of the insurance is the death of the insured as a result of an accident or the permanent consequences of the insured's accident, given that the accident had occurred during the course of the insured trip.

### **Article 2 – Insurance event**

1. The insurance event is the insured's accident. An accident is understood to mean the unexpected and sudden action of external forces or one's own physical force independent of the will of the insured, which occurred during the insurance period and which caused the insured physical injury or death. An accident is also understood to a state whereby a joint is sprained or muscles, tendons, ligaments or sockets are torn or ruptured as a result of an increased muscle power exerted on the limbs or spine. An accident is likewise understood to include the following events independent of the will of the insured:
  - a) death by drowning;
  - b) physical injury caused by a burn, scalding, a thunder bolt, electrical current, gases or steam, eating of poisonous or caustic substances, save for cases when their are acting gradually and long-term;
  - c) a tetanus or rabies infection during the course of an accident.

### **Article 3 - Insurance benefit**

1. Benefit paid in the event of death as a result of an accident:
  - a) if the accident resulted in the insured's death which occurred not later than three years of the day of the accident, the insurer shall pay the insured value agreed for the event of death as a result of an accident to the beneficiary;
  - b) but if the insured dies as a consequence of an accident and the insurer had already been rendering fulfilment for the permanent consequences of this accident, the insurer shall pay the beneficiary only the difference between the insured value for the event of death as a result of an accident and the amount already paid out.
2. Benefit paid in the event of the permanent consequences of an accident:
  - a) the amount of the benefit paid for permanent consequences of an accident is determined by the insurer according to the principles and tables below for the appraisal of the bodily damage in accident insurance (hereinafter referred to as "appraisal table A") valid at the time of the occurrence of the insurance event (accident), which the insured is entitled to peruse; the insurer can add to and change the appraisal tables;
  - b) if the accident leaves the insured with permanent consequences, the insurer shall pay from the insured value the number of percent corresponding to the extent of the permanent consequences for individual bodily damage pursuant to appraisal table A) following their

- stabilisation, and in the event that they do not stabilise within three years of the day of the accident, the number of percent corresponding to their state at the end of this period; if appraisal table A) stipulates a percentage range the insurer shall determine the amount of the benefit such that the benefit within the framework of a given range corresponds to the nature and extent of the permanent consequence caused by the accident;
- c) for an entitlement to a benefit to arise the extent of the permanent consequences suffered by the insured by a single accident occurrence must reach an appraisal of 10 percent;
  - d) if the insurer is unable to pay the benefit under the previous paragraph for reason of the fact that the permanent consequences of an accident have yet to stabilise after the elapsing of one year of the day of the accident, even though it is already known that their extent corresponds to the minimum extent prescribed by the insurance contract, it shall pay the insured a reasonable advance on the basis of his/her written request;
  - e) if the permanent consequences of an accident pertain to those parts of the body or organs that had already been damaged prior to the accident the insurer shall reduce the benefit for the permanent consequences by the number of percent corresponding to the percent for the prior damage, likewise determined pursuant to the appraisal table;
  - f) if a single accident caused the insured several permanent consequences, the insurer shall appraise the total permanent consequences by a sum of the percent for the individual consequences, up to no more than 100 percent;
  - g) if the individual consequences of one or more accidents pertain to the same limb, organ or part thereof, the insurer shall appraise them as a whole, at most at the percent stipulated in the appraisal table for an anatomic or functional loss of the relevant limb, organ or part thereof;
  - h) if the insured dies as a consequence of an accident within one year of the day of the accident, the entitlement to the benefit for the permanent consequences of the accident shall expire;
  - i) if the insured dies prior to the payment of the benefit for the permanent consequences of an accident, but not as a consequence of this accident, or dies after the expiry of one year of the day of the accident for any other causes and if the entitlement for the benefit for the permanent consequences of the accident had arisen, the insurer shall pay to the beneficiaries an amount corresponding to the permanent consequences of an accident suffered by the insured at the time of his/her death, but not more than the amount corresponding to the insured value for the event of death as a consequence of an accident;
  - j) the amount of the benefit for the permanent consequences of an accident is determined by the insurer on the basis of a report on the appraisal of the medical materials or on the result of the medical examination of the insured at the insurer's evaluation doctor; it is based on the opinion of the doctor performing expert consulting activity for the insurer.

#### **Article 4 – Exclusions from insurance**

1. The following are not deemed to constitute an accident:
  - a) suicide, attempted suicide, intentional self-harm or an accident caused by another person upon the insured's instigation;
  - b) stomach or inguinal hernia of an arbitrary type, save for the case when the hernia was caused by a direct external mechanical force;
  - c) malfunction of movement or damage to the spine, including a hernia of the intervertebral disc, save for the case when the hernia was caused by a direct external mechanical force and does not constitute a deterioration of the manifestation of an illness that had existed prior to the accident;
  - d) any illness including infectious diseases, heart attack, stroke, mental as well as social distress, even had they arisen as a consequence of the accident;
  - e) mental and psychological illness or diseased states (breakdowns, epileptic or other seizures, spasms, etc.), even if they occurred as a consequence of the bodily damage or as a consequence of mental trauma.
2. The insurer is not obliged to provide an insurance benefit in the event of the insured being involved in an accident arising:
  - a) during disorderly conduct or criminal activity committed by the insured when behaving in a manner that is in breach of the law of the given country, in connection with war or unrest; the insurer may limit the insurance benefit in the event of an accident that came about after the insured drank alcohol or took addictive substances;
  - b) during the course of a publicly organised sports competition or race or a sport conducted at a professional level;

- c) whilst participating in bungee jumping, canyoning, skiing and snowboarding off marked slopes and trails, ski-mountaineering and mountain climbing.

#### **Article 5 - Obligations of the insured**

1. In addition to meeting the obligations stipulated in the general part of these GITC, the insured is obliged to:
  - a) seek medical treatment without undue delay in the event of an accident and to abide by the instructions of the doctor;
  - b) present to the insurer without undue delay of returning from the insured trip a completed report of the insurance event, including medical reports on the medical condition with a diagnosis and a prognosis of the accident;
  - c) provide the insurer, at its request, other medical reports and assessments;
  - d) make arrangements, at the insurer's request, to be examined by a doctor of the insurer's choice.
2. In the event of death as a consequence of an accident the beneficiary shall submit a copy of the insured's death certificate.

#### **Part D - Damage liability insurance**

##### **Article 1 - Subject of the insurance**

1. The subject of the insurance is damage to the health or the chattels of a third party, occurring during the insured trip and for which the insured is legally liable under civil law regulations of the state on whose territory this damage occurred.
2. The insurance pertains to the insured's liability for damage caused by activities performed during the insured's normal life as a citizen when undertaking normal tourist activities.

##### **Article 2 – Insurance event**

1. The insurance event is the insurer's liability to pay damage compensation on behalf of the insured, if the insured is obliged to pay the damage that has arisen. If the damage compensation is subject to a court decision, the insurer is obliged to render fulfilment under this insurance only upon the day that the relevant court decision takes legal force.

##### **Article 3 - Insurance benefit**

1. Under the damage liability insurance the insured is entitled to demand the insurer to pay on its behalf an amount up to the insured value agreed to in the insurance contract:
  - a) in respect of the actual damage to the health and chattels of a third party, if he/she is responsible for the damage;
  - b) in respect of the costs necessary to ensure that the insured has legal protection from a claim that the insured as well as the insurer deem to be unjustified.
2. The insurer shall pay, on behalf of the insured, the costs:
  - a) corresponding, at most, to the non-contractual fee of the attorney for the defence as part of the preparatory proceedings and during the proceedings before a court of first instance in criminal proceedings instigated against the insured in connection with the damage that the insurer is to pay;
  - b) of proceedings on damage compensation before a court of first instance, if these proceedings were necessary in order to ascertain the liability of the insured or the amount of the damage and the insured is obliged to pay these costs; the costs of the insured's legal representation shall, however, be paid by the insurer on the condition that it had committed itself to do so in writing;
  - c) of an out-of-court negotiation of the entitlement to compensation for damage suffered by the damaged party;
  - d) of the insured's defence before an appeals court in criminal proceedings, proceedings on damage compensation before an appeals court, or his/her own costs incurred during the course of these proceedings on the condition that the insurer had committed itself to do so in writing.
3. If the insured intentionally misleads the insurer as to significant circumstances concerning the justification of the claim to damage compensation or its amount, the insurer shall be entitled to refuse to pay the damage compensation.
4. The insurer is entitled to a repayment of the damage compensation from the insured if the insurance event was caused under the influence of alcohol or addictive substances.

##### **Article 4 - Exclusions from insurance**

1. This insurance does not cover the insured's liability for damage:

- a) caused intentionally, given that the intention is placed at the same level as action or neglect by the insured during which the occurrence of damage must have been envisaged or expected;
- b) assumed or acknowledged by the insured over and above the scope prescribed by legal regulations;
- c) caused by the operation of means of transport and other activities in respect of which a legal regulation prescribes an obligation to conclude insurance or which is covered by statutory insurance;
- d) caused by the operation or steering of motor as well as non-motor air or water craft requiring proof of flying or sailing prowess in the CR or the country where the damage occurred;
- e) caused by all types of water, soil, air or environmental pollution;
- f) caused by the importation or spread of disease contagious for people, animals or plants;
- g) caused in connection with war or civil unrests, uprisings or repressive action by state bodies;
- h) caused to things that the insured uses (with the exception of leased premises), and to things that he/she took into possession in order to perform the ordered activities;
- i) during the insured's business activities, including the liability for damage arising to his/her employee under labour law regulations and product liability;
- j) during the fulfilment of work duties in labour law relations or in direct connection with them, for which the insured is responsible to his/her employer;
- k) for which the insured is responsible to his/her spouse, direct relative, persons residing with him/her in a shared household, and co-insured persons;
- l) caused by animals;
- m) for which the insured is responsible as a consequence of his/her active participation in races and sports competitions, including their preparation, unless agreed otherwise in the contract;
- n) caused to a thing that the insured uses illegally.

#### **Article 5 - Obligations of the insured**

1. Besides the obligations prescribed by legal regulations and in addition to meeting the obligations stipulated in the general part of these GITC, the insured is obliged to:
  - a) substantiate the damage to the things of a third party by way of a protocol executed between the insured and the damaged party, which must stipulate how the damage occurred, when and where it occurred, was damaged, the extent of the damage, the purchase price of the thing and how old the thing was; it must also contain the amount of the damage; this protocol must be signed by the insured and the damaged party and by at least two witnesses who must not be related to the insured or to the damaged party; as far as the witnesses are concerned, the protocol must give, in a legible form, the first names and surnames, their dates of birth, the addresses of their permanent residence and telephone numbers; the damage can be paid if up to CZK 10,000 – in this case the insured is obliged to attach a proof of paying the damage;
  - b) substantiate the damage to the health of a third party by way of a police protocol and a medical report containing a detailed diagnosis of the injury suffered by the injured person;
  - c) inform the insurer, without undue delay, that criminal proceedings were launched or will most likely be launched in the nearest time in connection with the damage event;
  - d) inform the insurer in writing, without undue delay, in the case of the occurrence of an event which could be a reason for the establishment of a damage entitlement;
  - e) take all possible measures to ensure that the scope of the damage does not increase;
  - f) provide the insurer the co-operation necessary in the case of the insurance event to ascertain the causes and the amount of the damage, to give a true explanation of its occurrence and scope and to present the documents that the insurer requests by the agreed deadline;
  - g) notify the insurer without delay that
    - an entitlement to damage compensation was exercised against the insured
    - the right to damage compensation was exercised in court or in another relevant body
    - criminal proceedings had been launched against the insured, and to inform the insurer the name of the insured's attorney;
  - h) proceed in accordance with the insurer's instructions during the damage compensation proceedings, inter alia, to file an appeal in accordance with the insurer's instructions (in which case the costs of the appeal proceedings shall be borne by the insurer);
  - i) acknowledge or settle the damage only if given the insurer's prior written consent, with the exception of damage up to CZK 10,000 to things of a third party pursuant to point 1a) of this article.

## **Part E – Luggage insurance**

### **Article 1 - Subject of the insurance**

1. The subject of the insurance is the personal effects demonstrably owned by the insured and usual for the purpose, character and length of the trip, which the insured took with him/her on the trip, or purchased during the course of the trip (hereinafter referred to as “luggage”).

### **Article 2 – Insurance event**

1. Property loss to the insured’s luggage is deemed an insurance event if caused by:
  - a) damage or destruction of the luggage by a natural disaster (fire, explosion, gale, flood, earthquake);
  - b) the alienation of the luggage by its theft by break-in or by violent robbery;
  - c) damage, destruction, theft or loss of the luggage that occurred in connection with a serious accident involving the insured requiring medical intervention or in connection with a traffic accident in which the insured was a participant;
  - d) damage or destruction of the luggage by water from a water system;
  - e) loss of the luggage entrusted to an official transport company during the trip.

2. Theft by break-in is understood to mean the act whereby the offender gains possession of the insured’s luggage by overcoming security measures, i.e.:

- a) breaking into locked place where the luggage is located demonstrably (according to the conclusions made by the police) with the help of tools other than those intended to be used to enter the locked premises – merely discovering that the luggage was stolen shall not be held to demonstrate the use of these tools;
- b) breaking into locked premises using violence (breaking, demolishing, punching, knocking out, cutting, and shooting through doors, windows, walls, floors, ceilings, bodywork, etc.).

The insurer shall render an insurance benefit only if the luggage is alienated by

- theft by break-in to the facility where the insured is accommodated,
- theft by break-in to the motor vehicle or caravan demonstrably between 8 am and 10 pm.

Theft by break-in is not deemed to mean:

- theft of the luggage from a vehicle’s boot and from a cabriolet,
- theft of the luggage from a tent, caravan or a similar structure with non-solid walls or ceilings made from canvas, etc., even if the tent, caravan or similar structure was locked,
- breaking into a motor vehicle, caravan or accommodation area by an unknown manner.

Violent robbery is deemed to mean the act of taking possession of the insured’s luggage by an offender using direct violence against the insured, as a consequence of which the insured suffered damage to his/her health and had to seek medical treatment.

The following are not deemed to constitute a violent robbery:

- theft of the insured’s luggage by the offender merely under the threat of violence
- grabbing the luggage from the hand or slinging from the shoulder of the insured, etc.

### **Article 3 - Insurance benefit**

1. If the luggage was damaged as a result of the insurance event, the insurer shall be obliged to pay the reasonable cost of its repair. This amount may not exceed the time (depreciated) value of the luggage.
2. If the luggage was destroyed, lost or stolen as a result of the insurance event, the insurer shall be obliged to render an insurance benefit equal to the new price of the luggage.
3. The insurer shall render a benefit at most up to the amount of the insurance limit for one piece of luggage, if this limit has been agreed in the insurance contract, with the maximum combined benefit being up the amount of the insured value agreed in the insurance contract.

### **Article 4 - Exclusions from insurance**

1. The insurance does not cover property damage to the luggage suffered by the insured:
  - a) caused in connection with war, civil war, domestic unrests, rebellions, uprisings, strikes and terrorist acts;
  - b) by the actions of radiation, nuclear energy, pollution and emissions.
2. Unless agreed otherwise, this insurance does not pertain to:
  - a) money, cheques, payment cards, valuables, bank deposit books, securities, stamps, transport tickets, flight tickets and other documents, passes and permits of all types, keys;

- b) jewellery, things made from precious metals, precious metals, precious stones, pearls, other objects from precious metals and stones, items of collectors' interest, collections, antiques, objects of artistic and historical value;
- c) motor vehicles, trailers, motorcycles, moped and similar equipment equipped with its own propulsion motor, aircraft, hang glider, hot air balloons, boats, craft, etc. including their spare parts, components and appurtenances;
- d) things used in the performance of employment or income generating activity, plans, projects, prototypes, samples, schematic models;
- e) data carriers (e.g. all types of CDs, diskettes, video cassettes, cassettes, etc.) and the records stored on them;
- f) things borrowed, taken over, or owned by a third party;
- g) foodstuffs and consumables, cigarettes, alcohol.

#### **Article 5 - Obligations of the insured**

1. In addition to meeting the obligations stipulated in the general part of these GITC, the insured is obliged to:
  - a) take due care of the luggage, not to leave them unsupervised and to store them only in places designed for this purpose;
  - b) report the theft of the luggage by break-in or by violent robbery to the police at the place closest to the insurance event without delay and to request an official record of this event with a description of the circumstances of the insurance event, the manner in which the security measures were overcome and a list of the things stolen;
  - c) exercise his/her claim to damage compensation with the operator of the accommodation facility in the event of the luggage being stolen by break-in to the accommodation facility;
  - d) demand the issue of a record of loss from the authorised representative of the transport company in the event of the luggage being lost during its transport by an official transport company;
  - e) present the insurer, without undue delay of returning from the insured trip, along with the completed report of the insurance event, all the other documents demonstrating the justification of the insured's claim to the insurance benefit, namely the proof of insurance, proof of the police investigation or document of the loss of the luggage issued by the transport company or proof of the traffic accident, natural disaster or other extraordinary event, a list of the stolen or damaged luggage, including documents proving their purchase and their purchase price (bills, invoices);
  - f) present, in the event of need, other underlying documents and evidence for further investigations of the insurance event being made by the insurer.

#### **Part F – Cancellation fee insurance**

##### **Article 1 - Subject of the insurance**

1. The subject of the insurance is the non-refundable costs incurred by the insured in the Czech Republic due to the payment of cancellation fees in respect of a cancelled trip or services sold by a travel office, travel agency, transport company or accommodation facility.

##### **Article 2 - Insurance event**

1. The insurance event is the cancellation of a trip or the failure to use services that were ordered in writing, confirmed by the organiser and duly paid, by reason of:
  - a) the insured or his/her next of kin suffering a serious acute illness or being involved in an accident, assuming that this condition calls for the person to be hospitalised or bed-bound per the decision and confirmation of the attending doctor, which stipulates the precise duration of treatment, the diagnosis of the sudden illness or accident and if the doctor confirms that the insured's medical condition precludes him/her from embarking on the trip; an insurance is not, however, deemed to be pregnancy or related medical complications;
  - b) death of the insured or his/her next of kin;
  - c) serious violent crime committed against the insured or his/her next of kin, on the condition that this crime resulted in serious physical injury;
  - d) significant damage directly to the insured's property arising immediately prior to embarking on the trip, caused by a natural disaster (fire, explosion, gale, flood, earthquake) or criminal act committed by a third party, if the insured proves that this is the reason why he/she cannot embark on the insured trip.
2. The term "insured's next of kin" as used in point 1 of this article is understood to refer to:

- a) husband/wife, parents and children of the insured;
- b) persons stipulated on the same travel contract or binding order for the services as the insured.

**Article 3 - Insurance benefit**

1. Should the insurance event occur the insurer shall pay the insured a benefit equal to 80% of the cancellation fees demonstrably paid, unless expressly agreed otherwise in the insurance contract. The maximum benefit to be paid by the insurer at all times is equal to the insured value agreed in the insurance contract.
2. If the insured value stipulated in the insurance contract is lower than the total price paid by the insured for the trip or services, the insurer is entitled to reduce the insurance benefit by an amount equal to the insured value as a proportion of the total price paid for the trip or services.
3. The cancellation fee insurance may be arranged prior to or simultaneously with the payment of the last instalment for the trip or services, that being prior to or simultaneously with the full payment of the trip or services. If the cancellation fee insurance is arranged at a later time the insured shall not be entitled to an insurance benefit.

**Article 4 – Exclusions from insurance**

1. The insurer is not obliged to render an insurance benefit namely in the event of the trip or services being cancelled for reason of:
  - a) the insured not being granted holidays by his/her employer;
  - b) the insured not being issued a visa or having invalid travel documents;
  - c) chronic or acute illness or accident, if these existed at the moment of the insurance contract being concluded, even if they had not been treated by that time;
  - d) a failure to get compulsory vaccinations or due to reactions to these vaccinations;
  - e) periodic inspection examinations, the commencement of a stay at a spa or a planned operation.

**Article 5 - Obligations of the insured**

1. In addition to meeting the obligations stipulated in the general part of these GITC, the insured is obliged to:
  - a) cancel the ordered trip or service at the organiser without delay of the damage event (not later than on the next business day); if the making of the cancellation is delayed the insurer shall be entitled to pay only cancellation fees calculated to the day on which the ordered trip or service could have been cancelled without delay;
  - b) notify the insurer of the insurance event without undue delay, and present it with proof of the payment of the cancellation fees incurred upon the cancellation of the stay or trip, including a detailed cancellation invoice issued by the organiser, an expense accounting document evidencing the payment and an income accounting document evidencing the refunded amount;
  - c) present the insurer with proof of the damage event occurring (e.g. medical confirmation issued by the attending and specialist doctor about the accident, illness or other medical problems, confirmation of hospitalisation, death certificate, official report on damage to health or property, report of a state administrative bodies and local government bodies on a natural disaster or extensive property damage, police confirmation of a serious violent crime being committed, etc.).

These general terms and conditions enter into force on 1.1.2005.