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General insurance conditions
for travel health insurance of foreigners

1. Introductory provisions

1.1. The travel health insurance of foreigners (hereafter "THI") which UNIQA pojišťovna, a.s. (hereafter the “insurer”) concludes is governed by the legal system of the Czech Republic (hereafter "Czech Republic"). The Insurance Act, the relevant provisions of the Civil Code, these general insurance conditions (hereafter the "GICs"), and the contractual agreements apply to it. If in compliance with the act any of the aforementioned conditions contain a divergent wording, the provisions given in the insurance conditions or directly in the insurance policy apply.

1.2. The THI is agreed as indemnity insurance and is insurance for the eventuality of illness pursuant to section 2847 of the Civil Code, but it is not agreed in the scope of public health insurance.

1.3. As part of THI it is possible to agree the following types of insurance, which are regulated further in a separate part of these GICs:

A) Insurance of comprehensive healthcare for foreigners (hereafter "CHC")
B) Insurance of essential and urgent healthcare of foreigners (hereafter "EUC")
C) Liability insurance

Only the types of insurance expressly agreed in the insurance policy are insured.

1.4. The insurance policy for THI is a document concerning travel health insurance in case of stay longer than 90 days (according to section 180j of Act No 326/1999 Coll., concerning the residence of foreigners on the territory of the Czech Republic, as amended.

2. General provisions

2.1. On the basis of a concluded insurance policy, in the case of an insured event, the insurer undertakes to provide insurance performance in the agreed scope, and the policy holder undertakes to pay a one-off insurance premium to the insurer. No deductible of the insured person is agreed.

2.2. The limits of insurance pay-outs are given in the insurance policy.

2.3. Written form is required for legal acts concerning the insurance. All amendments must be made in writing: otherwise they are invalid. Only a hard copy of a signed document is considered to be written form. The communication language is Czech.

2.4. An assistance service or medical insurance company operating in the Czech Republic may be a partner of the insurer.

2.5. These GICs are issued by the insurer in Czech, and it also provides translations into English and Russian. The Czech wording is decisive.

2.6. The rights and duties from the THI are governed by Czech law. All disputes arising from the insurance or in connection with it will be resolved by the relevant court in the Czech Republic.

3. Duration of insurance, insurance period

3.1. The THI is concluded for a fixed period. The THI comes into being at 00.00 of the day agreed in the insurance policy as the start of insurance, but at the earliest at 00.00of the day immediately following the day of conclusion of the insurance policy, and it expires at 24.00 of the day agreed in the insurance policy as the end of insurance. If the insured person has agreed the tariff KOMPLEX2, for the duration of his insurance the CHC also applies to his/her newborn, this being up to the 14th day of its life, inclusive.

3.2. In the CHC, for the eventuality of pregnancy a waiting period is agreed from the start of insurance lasting 3 months, for the eventuality of birth, a waiting period is agreed from the start of insurance lasting 8 months - these waiting periods do not apply in the case of agreeing of CHC insurance in the tariff KOMPLEX2.

3.3. In the CHC insurance a waiting period lasting 36 months from the start of

insurance is agreed for the case of nursing care.

3.4. The insurance policy becomes effective at the earliest at the moment of payment of the entire amount of the one-off insurance premium, unless otherwise was agreed in the insurance policy.

3.5. The THI cannot be interrupted unless agreed otherwise.

4. Territorial validity of insurance

4.1. The insurance applies only to insured events which arose during the legal residence of the insured person on the territory agreed in the insurance policy.

4.2. Insurance can be agreed for the territory of the Czech Republic and for the territory of the entire Schengen area.

5. Insurance premium

5.1. The insurance premium is a payment for provision of insurance. The level of the insurance premium is determined on the basis of rates designated by the insurer for the individual types of insurance according to actuarial principles.

5.2. The insurance premium is designated for the entire agreed period of insurance (one-off insurance premium), unless agreed otherwise in the insurance policy.

5.3. The insurance premium is due in full on the date of conclusion of the insurance policy. The insurer gains a right to the insurance premium for the entire duration of insurance, this being on the date of conclusion of the insurance policy.

6. Insurance performance

6.1. The insurer provides insurance performance at a maximum up to the level of the agreed insured amounts, limits and individual limits whilst respecting the insurance exclusion, either to the entitled party after submission of the originals of the prescribed documents or directly to the relevant contractual healthcare facility.

6.2. The insurance premium is due within 15 days from the date when the insurer ends the investigation necessary to ascertain the scope of its duty to perform. The insurer is obliged to conclude the investigation within 3 months of the event being

announced to it with which the request for insurance performance is associated. If it cannot conclude the investigation within this period, the insurer is obliged to announce to the person who should have or who has incurred a right to insurance performance the reasons for which it is not possible to conclude the investigation, and it is obliged to provide him/her with a reasonable advance payment upon his/her request unless there is a reasonable reason to refuse it. This period does not run if the investigation is prevented or hindered through the fault of the entitled party, policy holder or insured person.

6.3. Insurance performance is payable in the Czech Republic and in the local currency in a cashless form, unless otherwise agreed in the insurance policy. The foreign exchange rate of the Czech National Bank on the first business day of the month in which the insured event occurred is used for conversion of the foreign currency.

6.4. In the case of indemnity insurance the insurer is authorised to reduce the insurance performance by the compensation for loss which was or will be provided by a third party liable to pay compensation for the loss arising from the insured event.

6.5. In the case of an insured event where the insured event extends to a period after the moment of expiry of insurance, a right to insurance performance arises only for the period up to the expiry of insurance.

7. Expiry of insurance

7.1. If the insurance expires before the date of the start of the insurance, after delivery of all the required documents of the insurer, the insurer will refund to the policy holder the received insurance premium minus the costs associated with the inception and administration of insurance, which are usually 20% of the received insurance premium.

7.2 Should the insurance expire for any reason in the duration of the insurance, the insurer will be entitled to the one-off insurance premium for the entire insurance period.

7.3. Insurance expires with the death of the insured person (this does not apply in the case of the tariff KOMPLEX2), on the date of refusal of repatriation by the

insured person or his legal representative, termination of validity of visa for residence in the Czech Republic or with the rejection of an application for a visa to stay on the territory of the Czech Republic.

7.4. The insurance also expires on the day given in the written agreement of the insurer with the policy holder or upon the expiry of the period for which the insurance was agreed.

8. Rights and duties of policy holder, insured person and entitled parties

8.1. In the case of insurance of a not-own insurance risk, the policy holder is obliged to acquaint the insured person with the content of the insurance policy applying to insurance of the insured person's risks and his/her rights and duties arising from this policy, and it shall do so by the moment of start of insurance at the latest.

8.2. In addition to the duties designated by legal regulations, the policy holder or insured person or the party considered the entitled party is obliged:

a) to truthfully and fully answer the written questions of the insurer in the preliminary questionnaire;

b) to immediately announce to the insurer changes of data in the insurance policy and in answers in the questionnaire of the insurer;

c) to ensure that an insured event does not occur and to do everything to avert it or ameliorate its consequences;

d) to abide by the instructions of a partner of the insurer, the instructions of the insurer in the manual for insurance, the GICs and the insurance policy;

e) if there has not been direct payment of costs by the partner of the insurer or by the insurer, to announce a loss event to the insurer in writing immediately; without undue delay to fill in and send to the insurer the filled in announcement of a loss event and the required documents, and as the case may be to add information at the request of the insurer about a loss event and submit other necessary documents; all the submitted documents must be issued in English or Czech - otherwise the insurer will ensure their translation at the expense of the insured party;

f) to submit to the insurer all truthful information about the incidence, course and

consequences of the loss event, and in the case of doubts, to prove to the insurer the right to insurance performance;

g) during the investigation of a loss event, to provide the insurer with all necessary cooperation, in particular to announce to the insurer any other insurer and insured amounts agreed in other insurance policies concerning the same risk;

h) at the request of the insurer to free a third party (in particular a doctor) of the non-disclosure duty about facts associated with a loss event;

i) to ensure in terms of another party the right to compensation for loss caused by a loss event or other similar right and to assign this right to the insurer in writing up to the level to which it has provided or evidently will provide performance.

8.3. If a loss event has occurred, in addition to the duties given in the general part of these GICs, the insured person is obliged:

a) to do everything that can be reasonably expected to ameliorate the consequences of a loss event;

b) **always and without delay, if his/her state of health permits, to contact the partner of the insurer** or contact the insurer, to abide by their instructions and upon request to undergo a medical examination in a healthcare institution designated by the partner of the insurer;

c) if needs be to seek out medical treatment and present their insurance card;

d) to adhere to the instructions of the partner of the insurer, the treating doctor and the prescribed treatment regime;

e) to undergo treatment and examination by a doctor designated by the partner of the insurer or by the insurer;

f) to undergo repatriation organised by the partner of the insurer if his/her state of health permits or if the period of provision of healthcare exceeds the duration of insurance;

g) at the request of the insurer to free the healthcare provider in writing of its non-disclosure duty and to authorise the insurer in writing to gain information which is the subject of statutory non-disclosure of healthcare facilities, commercial and health insurers, Police of the Czech Republic, and Ministry of the Interior, and which is essential for investigations of the insurer in the case of a loss event.

8.4. If a non-contractual medical facility requires of the insured person payment of costs for a loss event, the insured person is obliged:

a) to take originals of all the necessary documents and give them to the partner of the insurer or to the insurer without undue delay;
b) to pay the non-contractual medical facility commensurate and provable costs in cash.

8.5. A loss event announcement, including all annexes, must contain:

a) exact date, place, cause and circumstances of loss event, its scope;
b) original medical report or other document with description of insured person's state of health, including codes of diagnoses, full listing of performed medical interventions with description, codes, points evaluation and if applicable with price and date of performance, with names and amount of prescribed medicines, including prices, list of used medical material and services, including prices; originals of documents (invoices and receipts) concerning payment of costs with specification of amount and subject of payment;
c) copy of prescription issued by doctor in case of outpatient care;
d) payment of costs with specification of amount and subject of payment. The insurer may also require other documents, such as police protocol, official death certificate etc.

8.6. The policy holder, insured person or authorised person has a right to complain to the control body of the insurer or the Czech National Bank (insurance company regulation and supervision section).

8.7. For the eventuality of out-of-court resolution of disputes with the insurer, in the case of life insurance the relevant body is Finanční arbitr, Legerova 1581/69, 110 00 Praha 1, www.finarbitr.cz, and in the field of other insurance branches the relevant body is Štěpánská 567/15, 120 00 Praha 2, www.coi.cz. If the policy holder concluded the insurance online, it has a right to resolve a consumer dispute via the electronic platform located on the webpages https://webgate.ec.europa.eu/odr/.

9. Rights and duties of insurer

9.1. The insurer has the right to reduce insurance performance if the insured person has not adhered to the contractually agreed duties, in particular in case of late reporting of a loss event, in case of incompleteness of data in the notification

of an insured event, and if by not contacting a partner of the insurer the insured person has made the investigation of loss more difficult or increased the costs of the insurer.

9.2. The insurer has a right to compensation for costs specifically expended on the investigation of facts where this data was imparted to it intentionally untruthfully or grossly distorted or consciously concealed.

9.3 In addition to the duties designated by legal regulations, the insurer is obliged to provide the insured person at his/her request and at his/her expense with the relevant duplicate if the insurance policy or insurance card is lost or destroyed.

10. Delivery of documents

10.1. Unless otherwise agreed, the insurer delivers written documents to an address in the Czech Republic by post as ordinary or registered mail or in some other suitable manner. In the case of a legal act performed by electronic or other technical means, the insurer delivers the documents to the email address given in the draft for conclusion / insurance policy or amendment to insurance policy or to other email address which has been demonstrably announced to it in the case of a change of this email address.

10.2. If the document does not reach the addressee even though the addressee is at the place of the delivery, it is delivered to another adult living in the same flat or same building, acting in the same place of business or employed at the same place of work if this person is willing to ensure the handover of the document. If it is not possible to deliver it even in this way, the document is deposited at the post office, which in a suitable manner will call upon the addressee to pick it up. A consignment is considered delivered on the third business day after sending or on the fifteenth business day in the case of sending abroad.

Special part

Part A

Insurance of comprehensive healthcare for foreigners (hereafter “CHC”)

Article 1 – interpretation of terms

1. **Comprehensive healthcare** means healthcare provided to the insured person with the aim of preserving their state of health from the period before the conclusion of the insurance policy. Comprehensive healthcare consists of outpatient and inpatient treatment care, including diagnostic care, preventative care, monitoring, and also emergency and rescue service, the provision of medicines and transport of patients, and any repatriation of the insured person or human remains of the insured person. The tariff KOMPLEX2 also contains care associated with pregnancy of an insured mother and birth of her child. The provision of comprehensive healthcare is guaranteed in the network of contractual healthcare facilities (i.e., facilities on the territory of the Czech Republic with which the insurer has concluded a healthcare provision contract in connection with this insurance), this always being at most in the scope of healthcare paid for as standard from public health insurance in the Czech Republic (i.e., at most at the level of payments and in the scope of healthcare which is fully, in the case of medicines also partly, covered by public health insurance in the Czech Republic and the provision of or payment for it is not linked to a decision of reviewing doctor, expert committee or other body of medical insurance company - regulation fees and co-payments are not considered payment for healthcare). It also applies that the level of insurance performance provided to non-contractual healthcare facilities in the Czech Republic (or in other member state of the Schengen area) cannot exceed the standard payment from public health insurance in the Czech Republic (or in other member state of the Schengen area)
2. **Essential and urgent care** means healthcare provided to the insured person or newborn of insured person under the tariff KOMPLEX2. Essential and urgent care consists of essential care of the healthcare emergency and rescue service, transport to nearest professionally competent healthcare facility based on doctor's recommendation, the determination of diagnosis and treatment procedure, including essential examinations, necessary and urgent healthcare acts, including essential medicines and medical material, essential hospitalisation for period absolutely necessary, this being in the maximum scope necessary, and urgent care paid for out of public health insurance in the Czech Republic. At present it applies that the level of insurance performance provided to non-contractual healthcare facilities in the Czech Republic (or in other member state of the

Schengen area) cannot exceed the standard payment from public health insurance in the Czech Republic (or in other member state of the Schengen area)

Article 2 – subject of insurance

1. The costs of healthcare provided to the insured person in the scope of the maximum comprehensive healthcare constitute the subject of insurance. The scope of insurance depends on the type of stay of the insured person, the place of stay of the insured person, and on the care provider, which is either a contractual or non-contractual healthcare facility.
2. These costs must be caused by a change in the state of health of the insured person or need to prevent adverse changes in the insured person's state of health.

Article 3 – Insured persons

1. Only a foreigner in a good state of health may become an insured person.
2. Persons with serious nervous disorders, persons with mental illnesses, and persons suffering from deafness (bilateral), blindness (bilateral), paralysis, drug dependency, alcohol dependency and dependency on medicines, cirrhosis of the liver, cancer, malignant tumour (carcinoma), TB, kidney dialysis, HIV infection and illness AIDS cannot be insured.
3. No insurance policy is concluded for persons who cannot be insured.

Article 4 – Insured event

1. An insured event is an illness, injury or negative change in the state of health of the insured person as a result of which it was necessary to provide to the insured person healthcare or assistance services in compliance with the scope of agreed insurance, and at the same time a duty of the insured person arose to pay a healthcare facility for the costs expended on the provision of this healthcare or duty to pay costs for assistance services to its provider.
2. The subject of insurance are necessary and commensurate costs expended

justifiably and demonstrably in compliance with valid healthcare and legal regulations, this being for:

a) comprehensive healthcare provided to the insured person by a contractual healthcare facility;
b) essential and urgent healthcare provided to the insured person by a local non-contractual healthcare facility, this being only in the scope essential or until attainment of a state allowing transport of the insured person to a contractual healthcare facility or repatriation;
c) postnatal healthcare for newborn of insured person in case of tariff KOMPLEX2;
d) repatriation of sick insured person organised by partner of insurer;
e) repatriation of human remains of insured person organised by partner of insurer.

3. Events arising from a single cause and including all facts and their consequences between which there exists a causal, time or other direct relationship are considered to be one insured event.

Article 5 – Insurance performance

1. Insurance is agreed in the scope of comprehensive care, which is provided at most in the scope of public health insurance, but with the agreed exclusions from insurance and agreed limits of insurance performance.
2. The insurance applies to:

a) outpatient medical treatment;
b) stay in hospital in standard inpatient ward for time absolutely necessary, which is based on a medical report;
c) medical devices associated with the treatment of the insured person which are paid for out of public health insurance.
d) diagnostic examinations which are paid for out of public health insurance
e) costs for medically indicated transfer to nearest suitable hospital or doctor;
f) urgent operations;
g) medicines prescribed for outpatient treatment by a doctor in the name of the insured person in connection with the provision of healthcare in the scope of the agreed insurance tariff, with the exception of exclusions given in these GICs and up to the limit agreed in the insurance policy. The maximum level of insurance

performance for payment of costs of a doctor-prescribed outpatient medicine to the insured person is equal to the level of payment for this medicine from public health insurance in the Czech Republic, which is given in the currently valid regulation of the Ministry of Health (list of medicinal products paid for and partially paid for out of health insurance);

h) monitoring relating to illnesses and injuries with a cause arising after the start of insurance;

i) treatment in connection with allergy, if in the case of the insured person it is the first incidence of the given type of allergy, including subsequent essential allergological or immunological examination - but does not apply to medicines and supporting preparations associated with diagnosis;

j) if at the time of the origin of the loss event there is valid insurance of the type KOMPLEX2, or the waiting periods have already ended for the tariff KOMPLEX, all healthcare which the insured person undergoes in connection with pregnancy and birth in a contractual facility of the insurer or other facility approved in advance by the insurer is paid for;

k) postnatal healthcare for newborn in case of tariff KOMPLEX2, this being for up to 14 days of the child's life;

L) the insurance applies to dental treatment for pain relief, simple version of dental filling, and dental treatment in case of injury;

m) the insurer provides insurance performance through the provision of assistance services, this being repatriation of a sick insured person or the human remains of an insured person organised by the partner of the insurer after approval by the treating doctor of the insured person or specialist doctor of partner of the insurer, this being to a state of which the insured person owns or owned a passport or to a state where the insured person has residence permitted.

3. Insurance also applies to preventative care in the following scope, unless agreed otherwise in the policy:

Once a year for adults and once a year for children up to the age of 18.

a) preventative examination at general practitioner, 10x per year at general practitioner in case of agreement of tariff KOMPLEX EXTRA (but a maximum of once a month);

b) for women from 15 years of age, preventative examination once a year at

gynaecologist ;

c) once a year preventative examination at dentist;
d) mandatory vaccination up to maximum limit of CZK 1000 per year, up to CZK 5000 in case of agreeing of the tariff KOMPLEX EXTRA;

4. The agreed limit of the insurance performance for one insured event is EURO 60,000, unless agreed otherwise in this insurance policy.

Article 6 – Exclusions from insurance

1. Insurance does not apply to events which occurred:

a) before payment of the premium;
b) outside the territory of the Czech Republic in connection with an other than tourism stay of the insured person.
c) outside the agreed territorial validity of the insurance and outside the agreed scope of the insurance

2. The insurer is not obliged to provide insurance performance in the case of:

a) illnesses and injuries which occurred in connection with war events, civil war, civil disturbance, acts of violence, including terrorist acts in which the insured person actively participated; penetrating radiation, nuclear reactions or radioactive contamination; effects of chemical or biological weapons;
b) artificial insemination, examination and treatment of infertility or sterility, contraception and acts associated with it, abortion without documented serious medical indication;
c) physical care or stay in spas, sanatoria, convalescent facilities, treatment facilities etc.;
d) cosmetic treatment and its consequences, osteopathic interventions or surgery, acupuncture or homoeopathy, corrections to teeth or jaws, creation of and repairs to prosthetics, supports, glasses, contact lenses, hearing aids, electric carriages and myoelectrical prosthetics, treatment of speech defects;
e) performance of interventions outside healthcare facilities which are not performed by a doctor or nurse having qualification for the intervention or for treatment which is not scientifically or medically acknowledged or in a healthcare facility which does not provide this care as standard to citizens of the Czech Republic (for

example, private clinics);

f) physiotherapy, exercise therapy and training in independence, with the exception of post-traumatic or post-operative interventions;
g) illnesses and injuries which occurred in connection with the operation of publicly organised sporting competitions, matches or races in any type of sport, any type of professionally operated sport. This exclusion does not apply if the tariff KOMPLEX+ has been agreed;
h) events the traits of which occurred before the conclusion of the insurance policy or which must have been known to the insured person or the policy holder before the conclusion of the insurance policy;
i) events where the insured person travelled to the Czech Republic or other member state of the Schengen zone with the intention of utilising healthcare or undergoing a medical intervention;
j) events which occurred after refusal of examination by a doctor designated by the insurer or its partner
k) events where the insured person and his/her representative signs to reject medical advice
L) payments for medicines or medical devices not prescribed by a doctor;
m) postnatal care for newborn born to insured person at time of insurance if the tariff KOMPLEX2 had not been agreed.

Part B

Insurance of essential and urgent healthcare of foreigners (hereafter EUC)

1. **Essential and urgent care** means healthcare provided to the insured person or newborn of insured person under the tariff KOMPLEX2. Essential and urgent care consists of essential care of the healthcare emergency and rescue service, transport to nearest professionally competent healthcare facility based on doctor's recommendation, the determination of diagnosis and treatment procedure, including essential examinations, necessary and urgent healthcare acts, including essential medicines and medical material, essential hospitalisation for period absolutely necessary, this being in the maximum scope necessary, and urgent

care paid for out of public health insurance in the Czech Republic. It also applies that the level of insurance performance provided to non-contractual healthcare facilities in the Czech Republic (or in other member state of the Schengen area) cannot exceed the standard payment from public health insurance in the Czech Republic (or in other member state of the Schengen area)

Article 2 – Subject of insurance

1. The costs of healthcare provided to the insured person in the scope of the maximum necessary and urgent healthcare constitute the subject of insurance. The scope of insurance depends on the type of stay of the insured person.

Article 3 – Insured persons

1. Only a foreigner in a good state of health may become an insured person.
2. Persons with serious nervous disorders, persons with mental illnesses, and persons suffering from deafness (bilateral), blindness (bilateral), paralysis, drug dependency, alcohol dependency and dependency on medicines, cirrhosis of the liver, cancer, malignant tumour (carcinoma), TB, kidney dialysis, HIV infection and illness AIDS cannot be insured.
3. No insurance policy is concluded for persons who cannot be insured.

4. Article 4 - Insured event

1. An insured event is an acute illness or injury of the insured person as a result of which it was necessary to provide to the insured person healthcare or assistance services in compliance with the scope of agreed insurance, and at the same time a duty of the insured person arose to pay a healthcare facility for the costs expended on the provision of this healthcare or duty to pay costs for an assistance service to its provider.
2. The subject of insurance are necessary and commensurate costs expended justifiably and demonstrably in compliance with valid healthcare and legal regulations, this being for:

a) essential and urgent healthcare provided to the insured person by a contractual

healthcare facility;

b) essential and urgent healthcare provided to the insured person by a local non-contractual healthcare facility, this being only in the scope essential or until attainment of a state allowing transport of the insured person to a contractual healthcare facility or repatriation;
c) repatriation of sick insured person organised by partner of insurer;
d) repatriation of human remains of insured person organised by partner of insurer.

3. Events arising from a single cause and including all facts and their consequences between which there exists a causal, time or other direct relationship are considered to be one insured event.

Article 5 – Insurance performance

1. Insurance is agreed in the scope of essential and urgent care, which is provided at most in the scope of public health insurance, but with the agreed exclusions from insurance and agreed limits of insurance performance.
2. The insurance applies to:

a) outpatient medical treatment;
b) stay in hospital in standard ward for period essential which is based on a medical report, i.e., treatment, interventions and operations which in view of the state of health of the insured person it was not possible to defer;
c) bandages on the basis of medical prescription;
d) treatment resources conditional on medical treatment for fixation of limbs;
e) X-ray diagnostics;
f) costs for medically indicated transfer to nearest suitable hospital or doctor;
g) urgent operations;
h) medicines prescribed for outpatient treatment by a doctor in the name of the insured person in connection with the provision of healthcare in the scope of the agreed insurance tariff, with the exception of exclusions given in these GICs and up to the limit agreed in the insurance policy. The maximum level of insurance performance for payment of costs of a doctor-prescribed outpatient medicine to the insured person is equal to the level of payment for this medicine from public

health insurance in the Czech Republic, which is given in the currently valid regulation of the Ministry of Health (list of medicinal products paid for and partially paid for out of health insurance);

i) dental treatment for pain relief, simple version of dental filling;

j) the insurer provides insurance performance through the provision of assistance services, this being repatriation of a sick insured person or the human remains of an insured person organised by the partner of the insurer after approval by the treating doctor of the insured person or specialist doctor of partner of the insurer, this being to a state of which the insured person owns or owned a passport or to a state where the insured person has residence permitted.

3. The agreed limit of the insurance performance for one insured event is EURO 60,000, unless agreed otherwise in this insurance policy.

Article 6 – Insurance exclusions

1. Insurance does not apply to events which occurred:

a) before payment of the premium;

b) outside the territory of the Czech Republic in connection with an other than tourism stay of the insured person.

c) outside the agreed territorial validity of the insurance and outside the agreed scope of the insurance

2. The insurer is not obliged to provide insurance performance in the case of:

a) illnesses and injuries which occurred in connection with war events, civil war, civil disturbance, acts of violence, including terrorist acts in which the insured person actively participated; penetrating radiation, nuclear reactions or radioactive contamination; effects of chemical or biological weapons;

b) artificial insemination, examination and treatment of infertility or sterility, contraception and acts associated with it, abortion without documented serious medical indication;

c) physical care or stay in spas, sanatoria, convalescent facilities, treatment facilities etc.;

d) cosmetic treatment and its consequences, osteopathic interventions or therapy,

acupuncture or homoeopathy, corrections to teeth or jaws, creation of and repairs to prosthetics, supports, glasses, contact lenses, hearing aids, electric carriages and myoelectrical prosthetics, treatment of speech defects;

e) performance of acts outside healthcare facilities which are not performed by a doctor or nurse having qualification for the act, or for treatment which is not scientifically or medically recognised in a healthcare facility which does not as standard provide this care to citizens of the Czech Republic (for example, private clinics);

f) physiotherapy, exercise therapy or training in independence, with the exception of post-traumatic or post-operative interventions;

g) illnesses and injuries which occurred in connection with the operation of publicly organised sporting competitions, matches or races in any type of sport, any type of professionally operated sport;

h) events the traits of which occurred before the conclusion of the insurance policy or which must have been known to the insured person or the policy holder before the conclusion of the insurance policy;

i) events where the insured person travelled to the Czech Republic or other member state of the Schengen zone with the intention of utilising healthcare or undergoing a medical intervention;

j) events which occurred after refusal of examination by a doctor designated by the insurer or its partner

k) events where the insured person or his/her representative signs to reject medical advice

L) payments for medicines or medical devices not prescribed by a doctor;

m) examination for determining pregnancy, any complications after 26th week of pregnancy, birth, care for newborn, artificial insemination, examination treatment of infertility or sterility, contraception and interventions associated with it, abortions without documented serious medical indication, unless specified otherwise in the insurance policy

n) examination for and treatment of sexually transmitted diseases or AIDS, including examination for HIV positivity;

o) examination for and treatment of mental and psychological disorders not associated with treatment of injury or illnesses to which the insurance applies;

psychological examination and psychotherapy; treatment of dependency, including examination;

Part C

Liability insurance

Article 1 – Subject of insurance

1. Losses or harm to health, or in the case of harm to health and death also damage, which occurred during an insured trip and for which the insured person is liable according to the civil law regulations of the state on the territory of which these losses occurred constitute a subject of insurance.
2. The insurance applies to the duty of the insured person to provide compensation for:

- damage incurred by another person in the case of harm to health and death;
- loss incurred by another person through damage or destruction of a thing (thing means a tangible thing, i.e., controllable part of the external world that has the nature of an independent item);
- other loss deriving from damage in the case of harm to health and in the case of death, and from loss to a thing according to this paragraph (subsequent financial loss); this being caused by activity in regular civic life whilst performing regular tourism activities.

This insurance is agreed as indemnity insurance.

Article 2 – Insured event

1. An insured event is the inception of a duty of the insurer to pay compensation for loss, or in the case of harm to health and death also damage, for which the insured person is liable according to the law (not on the basis of a contract). If an authorised body decides on compensation for this loss or damage, it applies that the insured event occurred at the earliest on the day when the decision of this body came into force.

Article 3 – Insurance performance

1. The insured person has the right for the insurer to pay on its behalf from the liability insurance up to the limit of insurance performance agreed in the insurance policy for:

a) true damage in the case of harm to health and in the case of death of a third party if the insured person is liable for the damage;

b) loss incurred by thing of a third party if the insured person is liable for the loss;

c) costs necessary for legal protection of the insured person from a claim which the insured person and insurer considers unjustified.

2. On behalf of the insured person, the insurer pays costs:

a) which correspond at most to the highest non-contractual fee of a lawyer for defence in preparatory proceedings and proceedings at a court of the first instance in criminal proceedings conducted against the insured person in connection with loss, or in the case of harm to health and death also damage, that the insurer should pay for;

b) proceedings for compensation for loss, or in the case of harm to health and death also damage, at a court of the first instance if these proceedings were necessary for ascertaining the liability of the insured person, and the insured person is liable to pay these costs; but the insurer pays for the costs of legal representation of the insured person under the assumption that it had undertaken so to do in writing;

c) out-of-court discussion of claim for compensation for loss, or in the case of harm to health and death also damage, incurred by an injured party;

d) defence of insured person at court of appeal in criminal proceedings, proceedings for compensation for loss, or in the case of harm to health and death also damage, at court of appeal, or its own expenses arising during these proceedings under the assumption that the insurer has undertaken in writing to pay for them.

3. If the insured person intentionally misleads the insurer about fundamental facts concerning the justification of a claim for compensation for loss, or in the case of harm to health and death also damage, or its level, the insurer has the right to reduce insurance performance commensurately.

4. The insurer has a right in terms of the insured person to a refund of part of compensation for loss, or in the case of harm to health and death also damage, if the insured event was caused under the influence of alcohol, habit-forming

substances or a preparation containing such a substance.

5. In the case of an individual loss event, the performance of the insurer is limited by the agreed limit of insurance performance. **For all loss events, the overall agreed limit of insurance performance is available a maximum of three times. In the case of a loss event, the performance of the insurer is reduced by the co-payment given in the insurance policy.**
6. Whether there is a duty to provide compensation for a loss, or in the case of harm to health and death also damage, and whether in addition to this there also exists blame of the injured party, depends on the circumstances of each individual case. The mere fact that there arose loss, or in the case of harm to health and death also damage, need not mean that there is a duty to provide compensation for the loss or damage.
7. If the insured person must pay performance in the form of a pension (repeating payments), and the capital value of the pension exceeds the limit of insurance performance, or after the deduction of any other performance from the same insured event the remaining part of the limit of insurance performance, the pension is paid only in the ratio of the agreed limit of insurance performance or its residual value for the capital value of the pension.

Article 5 – Exclusions from insurance

1. **The insurance does not apply to the duty of the insured person to pay compensation for loss, or in the case of harm to health and death also damage:**

a) **caused intentionally, through wilfulness, deceit or spite, and behaviour or omission, where the inception of loss must be expected as probable but where it was disregarded (for example, with regard to the selection of a means of work which saves costs and time) is ranked at the level of intention;**
b) **accepted or acknowledged by the insured person above and beyond the scope designated by legal regulations;**
c) **caused by the operation of vehicles and other activities where the law imposes a duty to conclude insurance or to which statutory insurance applies;**
d) **caused by the operation or piloting of motor and non-motor air and water craft for the piloting of which a flying licence or captain's licence is required in the Czech**

Republic or country where the loss occurred;

e) caused by pollution of water, soil, atmosphere or environment of all types;
f) caused by bringing in or spreading infectious diseases of people, animals or plants;
g) caused in connection with war events, civil disturbances, uprisings or repressive interventions of state authorities;
h) caused to lent things that the insured person uses (with the exception of rented spaces) and to things that it has received in order to perform an ordered activity;
i) in the case of business activity of the insured person, including liability for damage incurred by its worker according to labour-law regulations and liability for product;
j) when performing working tasks in labour-law relations or in direct connection with them for which the insured person is liable in terms of its employer;
k) for which the insured person is liable towards the other spouse or other common-law spouse or registered partner, relative in direct descent, persons with which he/she lives in a common household;
l) caused by animals; this exception does not apply to animals owned by the insured person
m) illnesses and injuries which occurred in connection with the operation of publicly organised sporting competitions, matches or races in any type of sport, any type of professionally operated sport.
n) caused to things which the insured person uses illegally.

2. Neither are the following insured:

a) claims from liability for faults;
b) claims concerning the performance of contracts and performance replacing the performance of contracts;
c) undertakings for payment for non-property damage caused through gross negligence, breach of legal duty or by especially contemptible motives;
d) undertakings for compensation for non-property damage which was agreed or which arise other than through harm to health or death.

Article 6 – Duties of insured person

As soon as an insured event occurs, the insured person immediately contacts the

partner of the insurer or contacts the insurer and informs it in detail of the cause and scope of loss.

1. In addition to the duties determined by legal regulations, and in addition to the duties given in the general part of these GICs, the insured person is obliged:

a) to substantiate loss to the things of a third party by means of a protocol between the insured person and the injured party where it must be stated how the loss occurred, when and where it occurred, what was damaged, to what extent, what the acquisition price of the thing was, and how old the thing was; there must also be a specification of the level of loss; **the protocol must be signed by the insured person and the injured party and at least two witnesses, who must not be related to the insured person or the injured party; the first name and surname, date of birth, address of permanent residence and telephone number of the witnesses must be given legibly;** in the case of loss up to CZK 10,000, the loss can be settled - in such a case the insured person is obliged to submit a document concerning payment for loss;

b) to substantiate damage to health of a third party by means of a police protocol and medical report with detailed diagnosis of injured party's injury;

c) without delay to announce to the partner of the insurer or to the insurer that in connection with the loss event criminal proceedings have been initiated or will probably soon be initiated;

d) should there occur an event which could constitute a reason for the inception of a right to compensation for loss, or in the case of harm to health and death also damage, to announce this fact in writing to the insurer without delay;

e) to take all possible steps to ensure that the scope of loss, or in the case of harm to health and death also damage, does not increase;

f) in the case of a loss event, to provide the insurer and partner of the insurer with the cooperation necessary to determine the causes and level of the loss, or in the case of harm to health and death also damage, to submit truthful explanations about their origin and scope, and to submit the documents that the insurer requires in the agreed period;

g) to announce to the insurer without delay that a claim for compensation for loss, or

in the case of harm to health and death also damage, has been asserted against the insured person; - the right to compensation for loss, or in the case of harm to health and death also damage, has been asserted at a court or other relevant authority - criminal proceedings have been initiated against the insured person, and to announce who his/her defence counsel is.

h) in proceedings for compensation for loss, or in the case of harm to health and death also damage, to proceed according to the instructions of the partner of the insurer or instructions of the insurer, amongst other things to submit appeals according to instructions (in this case the insurer bears the costs of the appeals procedure);

i) to acknowledge or settle loss, or in the case of harm to health and death also damage, only with the provisional written consent of the insurer, with the exception of damage up to CZK 10,000 to the things of a third party, see point 1a) of this article.

A breach of this duty can lead to a reduction or refusal of insurance performance.

The insurer and the partner of the insurer is authorised to perform all essential tasks in the name of the insured person in connection with the settlement of a loss. If the settlement of a liability claim by acknowledgement, satisfaction or settlement that is required by the insurer fails due to the opposition of the insured person, from the moment of refusal the insurer is not liable to pay the higher costs of a receivable or its associated charges.

These GICs become effective on 01.01.2018.