

## “TRAVEL INSURANCE FOR BLUE CREDIT CARDS”

Insurance Terms and Conditions as of 1<sup>st</sup> November 2011

### Insurance programme for holders of Blue Visa Credit Cards issued by Komerční banka, a. s.

This insurance shall be governed by the generally binding legislation of the Czech Republic, especially by Act 37/2004 Coll., the Insurance Contract Act, provision of the Civil Code, Contract for Collective Insurance Related to Payment Cards No. 2149500001 entered into by and between Komerční banka, a. s., having its registered office in Prague 1, Na Příkopě 33/969, post code 114 07, incorporated with the Municipal Court in Prague, section B, file 1360, company registration number (IČ) 45317054 (hereinafter referred to as “the Policy Holder”), and Komerční pojišťovna, a. s., having its registered office in Prague 8, Karolinská 1/650, post code 186 00, incorporated with the Municipal Court in Prague, section B, file 3362, company registration number (IČ) 63998017 (hereinafter referred to as “the Insurer”), and these Insurance Terms and Conditions of Travel Insurance for Blue Credit Cards (hereinafter referred to as “the Insurance Programme”).

Any insurance within this insurance programme is designed as insurance against loss and damage.

The insurance included in this insurance programme shall be provided to all holders of Blue Visa Credit Cards (hereinafter referred to as the “Credit Card”) for their trips abroad as specified by the conditions below.

If claiming insurance indemnity or assistance services offered within this programme, the insured shall, without undue delay, **contact by telephone the assistance company** designated by the insurer.

#### Overview of insured risks, indemnity limits, sums insured and related assistance services

(in CZK)	Holder	Child
<b>Health emergency insurance</b>		
Medical expenses on health emergency treatment	750 000	750 000
Medical transport and repatriation	300 000	300 000
Transport of the deceased	100 000	100 000

More details about individual types of insurance can be found further in these insurance conditions.



## **PART I. GENERAL PROVISIONS**

### **1. Basic definitions**

#### **1.1 Insurer**

Komerční pojišťovna, a. s.  
Karolinská 1/650  
P. O. Box 39  
186 00 Prague 8

**Customer hotline: +420 800 10 66 10**

**Tel.: +420 222 095 999**

(lines open on working days only from 8 am to 18<sup>15</sup> pm; not for emergency calls, the line is toll-free)

The insurer is a legal person that is obliged to provide insurance indemnity to insured persons if an insured event occurs.

#### **1.2 Assistance company**

AXA ASSISTANCE CZ s. r. o.  
Kodaňská 25  
101 00 Prague 10

**Tel.: +420 272 101 030**

**Fax: +420 272 101 001**

The assistance company is a legal entity designated by the insurer to provide insurance indemnity and related assistance services to the beneficiary on behalf of the insurer. The assistance company represents the insurer when a claim is filed, investigated and settled.

The assistance company or any other representative authorised by the insurer has the power to act on behalf of the insurer in all insured events specified by this insurance programme.

**If, when travelling outside the territory of the Czech Republic, the insured encounters any difficulties and needs immediate assistance, or is concerned in an insured event within the meaning of the insurance programme, the insured person is both authorised and obliged to contact, without undue delay, the assistance company's head office in Prague at telephone number +420 272 101 030. The "+" symbol is the pre-code for an international call to be made by the insured from the country. This service is available all year, 24 hours a day and its operators can speak Czech as well as other languages.**

Assistance services are provided only outside the territory of the Czech Republic during the insurance effectiveness, except for providing information before the beginning of the trip.

Before the beginning of the trip, the insured has the right to contact the assistance company and require information about visas, health issues, climate, currency, local habits and the necessary information about foreign authorities.

Should the insured suffer any health problems, the assistance company shall provide him/her with the assistance of a qualified employee or doctor speaking English or Czech. If the insured needs to see a doctor or be treated in hospital, the assistance company shall provide names, addresses and telephone numbers of carefully selected specialists. If need be, the assistance company shall arrange hospitalisation or a doctor's visit directly at the insured's location.

Should there be any law-related problems, the assistance company shall connect the insured with the relevant representative office, or provide him/her with a name and address of a local lawyer, or arrange



translation services.

If an insured event occurs, the insured can send a message to his/her relatives or business partners through the assistance company.

### **1.3 Insured Person**

The insured person (hereinafter referred to as “the Insured”) is:

- a) a holder of a payment card (hereinafter referred to as “the Holder”) issued to an account opened with Komerční banka, a. s., and:
- b) children of the holder aged under 21 at the moment of crossing the state border of the Czech Republic when travelling from the Czech Republic, including any children supported, adopted and entrusted into guardianship or foster care (hereinafter referred to as “the Child” or “Children”).

Children are insured only if travelling together with the card holder.

### **1.4 Insurance inception and termination, insurance term**

The insurance provided within this insurance programme depends on the period of validity of the credit card to which it is provided, unless specified otherwise.

The inception of insurance is the moment of the receipt of the credit card by the holder. The insurance is terminated at the moment when the validity period of the credit card expires, or when the holder returns, due to any reason, the credit card to the policy holder, or when the holder is denied the use of the credit card due to the cancellation of the contractual relationship between the card holder and the bank.

In the case of loss or theft of the card during the insured’s stay abroad the insurance shall be terminated no sooner than at the moment of crossing the state border when returning to the Czech Republic; in the case of air transport with a cross-border flight to the Czech Republic it is the moment of disembarking in the territory of the Czech Republic.

The insurance term is one calendar month. The premium for this insurance term shall be paid by the policy holder (Komerční banka, a. s.).

The policy holder and the insured have the right to terminate the insurance at the end of the insurance term. The notice shall be delivered no less than 6 weeks before the expiry of the insurance term, otherwise it shall be rendered invalid.

The insurer or the policy holder may withdraw from the insurance contract within 2 months of the insurance inception. The eight-day notice period starts running on the day of delivery and the insurance is terminated upon expiry of this period.

### **1.5 Territorial, time and conditional effectiveness of the insurance**

The insurance relates to an unlimited number of private and business trips abroad which begin and end in the Czech Republic and are carried out within the insurance validity period. If a business trip abroad lasts longer than 60 days, the insurance is effective only during the first 60 consecutive days of this trip. The insurance is only effective abroad.

For each trip the insurance begins at the moment of crossing the state border of the Czech Republic when travelling abroad; in the case of air transport with a cross-border flight from the Czech Republic it is the moment of boarding the plane.

For each trip, the insurance ends at the moment of crossing the state border of the Czech Republic when returning from abroad; in the case of air transport with a cross-border flight to the Czech Republic it is the moment of disembarking in the territory of the Czech Republic. The effectiveness of the insurance ends no later than by expiry of 24 hours of the 60<sup>th</sup> day of a continuous stay abroad.

The insurance does not concern the territory of a country where the insured stays illegally.



The effect of the insurance is not conditional on the use of the credit card.

#### **1.6 Use of an air ticket or transport ticket**

If there is an obligation of the insurer to cover the travel costs within the provided insurance indemnity and if it is possible to use the air ticket or transport ticket that the insured has bought and intended to use for his/her return trip, the insurer may require that the insured person uses such a ticket.

#### **1.7 Concurrence with other insurance contracts**

If the conditions of this insurance programme apply to any other insured event as well as conditions of any other insurance of international payment cards issued by Komerční banka, a. s., the insurer shall provide indemnity from the insurance programme which has the highest limits of sums insured.

#### **1.8 The insurer's right in case of an insured event**

By the payment of indemnity the right of the insured person to compensation for damage caused by the insured event is transferred to the insurer up to the amount of the indemnity payment provided by the insurer to the insured person.

#### **1.9 Personal data**

##### **1.9.1 Personal data processing in connection with the insurance programme**

###### **1.9.1.1**

The insured person's personal data, in terms of Section 4a) of Act No. 101/2000 Coll., Protection of Personal Data Act (hereinafter referred to as the "Personal Data Protection Act"), (except for sensitive data), provided by the insured/policy holder to the insurer in connection with the insurance programme or which the insurer obtained by any other legal way, or created by processing the data obtained in this way, can be processed by the insurer or by an administrator entrusted by the insurer in compliance with the Personal Data Protection Act (Assistance Company) in order to use this personal data within the subject matter of the insurer's business, i.e. for processes directly or indirectly related to insurance or reinsurance activities. In terms of Section 27 of the Personal Data Protection Act the insurer has the right to transfer the personal data of the insured to other states for the purposes of reinsurance. The insurer will process the personal data of the insured in the given way and for the period necessary to ensure all rights and duties resulting from the insurance obligation relationship.

###### **1.9.1.2**

The insurer is authorised to process the insured's personal data in the above mentioned scope and for the above mentioned purposes even without the explicit consent of these persons.

##### **1.9.2 Consent to the processing of sensitive data in connection with the insurance programme**

###### **1.9.2.1**

By accepting the credit card to which the insurance of medical expenses applies, the holder grants to the insurer his/her consent to obtain information about his/her state of health through the insurer's contractual physicians in compliance with Section 67b(10) of Act No. 20/1966 Coll., Care for the Health of the People Act, as amended, and gives the permission to all doctors, health-care institutions, health-care facilities and health insurance companies to disclose this data to the insurer even after the death of the insured.

###### **1.9.2.2**

At the same time, the holder grants to the insurer his/her explicit consent to process the personal data concerning his/her state of health (sensitive data in terms of Section 4b) of the Personal Data Protection Act) which has been given to the insurer by him/her in connection with an insured event's investigation, or which the insurer obtained in the above mentioned way or created by processing the data obtained in such a way. This sensitive personal data will be processed by the insurer or by an entrusted administrator for



the purposes of using this data within the subject matter of the insurer's business, i.e. for the processes directly or indirectly related to the insurance or reinsurance activities.

### 1.9.2.3

The granting of the consent to process the sensitive data in the scope specified in Article 1.9.2.2 is a condition for the investigation of the insured event and payment of indemnity from the insurance of medical expenses. However, the insured has the right to withdraw the consent granted at any time. The withdrawal of this consent can solely be made in writing – sending it as a registered letter to the insurer's company address is the best way. The withdrawal of this consent causes the extinction of the claim to an insurance indemnity payment from the health emergency insurance to which the insured person withdrew his/her consent in writing, however, no sooner than on the day of delivery of this withdrawal to the insurer.

## 1.10 Terminology

**Health emergency** means a bodily injury or sudden illness of the insured person which occurred outside the territory of the Czech Republic during the insurance effectiveness period and requires necessary and immediate treatment.

**Mountain climbing** means an activity on a terrain of UIAA 2 difficulty and higher.

**Hospitalisation** means medical treatment provided in hospital and requiring at least a 24-hour stay or one-night stay of the patient.

**Yacht** is a seafaring vessel the length of whose hull exceeds 2.5 m and does not exceed 24 m, equipped with sails or motor or both, designated for seafaring.

**Treatment** means a surgical or medical procedure the sole purpose of which is the treatment of a health emergency.

**Small vessel** means a vessel the length of whose hull does not exceed 2.5 m and is not subject to registration in the Shipping Register of the Czech Republic or in a similar register of another country (if it is operated in compliance with the maritime navigation regulations), or a vessel for maximum 12 people, whose length is less than 20 m weighting up to 1000 kg in total (including its maximum allowed load) or a vessel with a motor up to 4 kW or with the total surface of sails up to 12 m<sup>2</sup> which is not subject to registration in the Shipping Register of the Czech Republic or in a similar register of another country (if it is operated in compliance with the inland navigation regulations).

**Person close to the insured** is a person who is in a close relationship with the insured (within the meaning of Section 116 of the Civil Code), i.e. a direct relative, sibling, spouse, partner and other persons in a family or similar relationship are considered as close persons if the harm which has been suffered by one of them the other considers as his/her own harm.

**Hospital** is a facility authorized to provide medical care to ill persons or injured persons, is registered by the local authorities for the performance of such activities and is provided with competent staff and technical equipment.

**Coastal sea** are parts of the sea along the shoreline, the extent of which is stipulated by each state, maximum 12 nautical miles from the shoreline.

**Insured event** is an unexpected event specified in the insurance programme which constitutes the obligation of the insurer to provide insurance indemnity.

**Professional sport** is a sports activity, for which the insured receives employment earnings or an income from an independent activity.

**Claim event** means an event which caused loss or damage and which might constitute the right to insurance indemnity.

**Open sea** are all parts of the sea, which are not included in the sole economic zone, in the coastal sea or in the inland waters of the relevant state or in the waters of the archipelago of a state (if the state is a group of islands.)



**Alpine hiking** means hiking or climbing on terrain of UIAA 1 difficulty (hands needed to maintain balance), including climbing on tracks secured in advance, hiking on mountain terrain outside the approved hiking tracks and hiking on glacial terrain.

**Abroad** means in the territory of a state other than the Czech Republic. As foreign territory is also considered the flight deck of a plane by which the insured travels if at least the place of the planned departure, arrival or intermediate landing is in the territory of a state other than the Czech Republic.

## 2. General exclusions

### 2.1 The insurance shall not apply to any loss or damage incurred in connection with or as a result of:

- a) warlike events, other armed conflicts and domestic disturbances, and related military, police and official measures; due to insurrection, uprising, demonstration, strike (except for insurance against flight delay or cancellation) and intervention by the state or official power; acts of terrorism and other violent actions motivated by political, social, ideological or religious reasons,
- b) impacts of nuclear energy, radiation, air pollution and emissions,
- c) vandalism,
- d) consumption of alcohol, narcotic or addictive substances or misuse of medicines by the insured,
- e) HIV (AIDS) illness, infectious venereal diseases and their consequences,
- f) a trip undertaken by the insured after the date on which the Ministry of Foreign Affairs of the CR recommended to the citizens of the Czech Republic not to travel to a particular state or area (e.g. due to a war, civil riots, natural disasters, epidemics, etc.),
- g) wilful breach of the country's legislation by the insured; public nuisance or crime committed by the insured or by another person instigated by the insured (e.g. a motor vehicle driven by the insured without a driving licence) - this exclusion shall not apply to the insurance of legal assistance,
- h) participation of the insured in attempts at a speed record or in any other competitions with similar aims,
- i) intentional self-inflicted injury, suicide or attempted suicide.

### 2.2 The insurer shall not provide insurance indemnity for losses incurred as a result of the following dangerous activities:

- a) active participation of the insured in motor vehicle races and competitions, or in the related preparation for these on land, water or in the air as a driver or co-driver,
- b) activities involving parachute and non-parachute techniques (e.g. paragliding, parasailing, skydiving, kite boarding, kite surfing, snow kiting, land kiting), flying by any means with the exception of on a plane of regular air carriers or a special group flight registered with OAG Worldwide Flight Guide; performance in the position of a pilot or another crew member of a plane or helicopter,
- c) performance of activities of an expert in explosives, stuntman, acrobat or beast of prey tamer,
- d) bungee jumping, canoeing, speleology,
- e) performance of any winter sport (e.g. ski alpinism, snow rafting, ski jumping, ski flying and ski acrobatics, ski bobbing, sledding and bob sleighing etc.) with the exception of skiing and snowboarding on marked tracks and cross-country skiing,
- f) rock climbing,
- g) alpine hiking in places exceeding 3,000 m above sea level,
- h) moving and staying in areas more than 4,500 m above sea level,
- i) expeditions to places with extreme climatic or natural conditions, to remote and unpopulated areas (deserts, arctic areas, open seas, etc.); any extraordinary events aimed at saving life or finding a person in an environment with extreme climatic or natural conditions,
- j) cycling on dangerous terrain unsuitable for cycling or in areas where cycling is prohibited,
- k) hunting, fishing on the open sea (with the exception of situations where the insured stands on solid ground), active herpetology, game keeping,
- l) yachting outside the coastal sea, surfing and windsurfing on the open sea; descending water currents of difficulty WW III and higher; riding water scooters; aqualung diving,
- m) sailing on the open sea with the exception of commercial water passenger transport,
- n) sailing in places other than on the open sea if it is not recreational sailing on small vessels that shall be registered in the Shipping Register of the Czech Republic or in a similar register of another country,



- o) staying at dangerous workplaces such as construction sites, underwater workplaces, mines, oil production facilities, etc.,
- p) professional sport activities, participations in sport competitions relating to professional sports or preparations for such sport competitions (with the exception of card and chess competitions),
- q) driving L category motor vehicles of more than 125 cm<sup>3</sup> (i.e. motorcycles, three- or four-wheelers).

### 3. General obligations of the insured

If an insured event occurs, the insured **shall immediately contact the assistance company's central office in Prague, tel. +420 272 101 030** (except for difficulties when travelling by plane). The "+" symbol is the pre-code for an international call to be made by the insured in the country he/she calls from.

#### 3.1 The insured shall:

- a) if having any health problems, consult about his/her state of health with his/her attending physician before taking a trip abroad, considering the nature of the trip, and follow the doctor's advice,
- b) have his/her regular medicines with him/her in a sufficient quantity,
- c) take adequate care of his/her state of health and, if being ill or injured, undergo medical treatment without undue delay and follow the doctor's advice,
- d) take preventative measures to reduce the possibility of a claim event's occurrence (e.g. special adjustment of downhill ski bindings, recommended and obligatory vaccination before travelling to exotic countries), use of protective equipment (work gear, helmets when cycling and downhill skiing, helmets and life jackets during water sports etc.),
- e) take all measures to avert an insured event.

#### 3.2 If an insured event occurs, the insured person shall:

- a) take all the measures to reduce the extent of damage and its consequences,
- b) report a claim event to the assistance company without undue delay after the event's occurrence and follow the instructions of the company's representatives,
- c) ensure the right to damage compensation for a third party,
- d) report in writing a claim event to the insurer at its address (Article 1.1) without undue delay after the event's occurrence, however, no later than within 31 days of the claim event's occurrence if the insured's state of health allows that; the notification shall contain the name and address of the card holder, the name and address of the insured, credit card number and details concerning the claim event's occurrence,
- e) submit the originals of documents related to the claim event, or the originals of counterparts of these documents if the original documents were taken by the health insurance company or another third party; the counterparts must contain a confirmation of the health insurance company or of the third party concerning the receipt of original document and the amount of costs paid by them; ensure, at his/her own expenses, an official translation of the documents into the Czech language unless they are issued in English, French, German, Russian or Spanish,
- f) deliver the bills, sent by a third party to the address of the insured, to the insurer without undue delay and not pay for them,
- g) provide the insurer with true and complete information about the inception and consequences of the claim event,
- h) inform the insurer about all insurance contracts for the same insured risk that were entered into with other insurance companies and were effective at the moment of the claim event's occurrence,
- i) prove the commencement of the trip; if travelling together with the card holder, prove such a common trip (e.g. ticket, boarding pass, payment by the card, stamp in the passport etc.),
- j) transfer the relevant claims towards third parties in a written form to the insurer, up to the amount of the costs covered by the insurance programme, however, not towards the persons living with the insured in the same household (if damage was not caused intentionally or under the influence of alcohol or narcotics),
- k) announce and prove the amount that has been paid out by the health insurance company or by a third party to the insured in relation to the claim event, even additionally,
- l) undergo a medical examination by a doctor selected by the insurer, if the insurer so requires,
- m) relieve the attending doctor of the duty of confidentiality so that the insurer can evaluate the situation (actions of the attending doctor and the doctor appointed by the insurer),



- n) cooperate during the investigation of the claim event with the insurer,
- o) assist the insurer in asserting all claims for the injured party transferred to the insurer after the payment of indemnity and provide the insurer with all necessary information and evidence,
- p) provide the insurer at its request with consent to process personal data to the extent necessary for the investigation of the claim event; in the case of a claim event from the damage liability insurance, the insured shall ensure such consent from the injured party.

### **3.3 Reduction of indemnity and contractual sanctions for breach of obligations by the insured**

1. If the insured has obtained compensation from the obliged third party or from any other legal relationship, the insurer has the right to reduce the indemnity by this amount in the insurance against loss and damage.
2. The insurer shall not provide indemnity if the insured:
  - a) does not relieve the attending physician of his/her duty of confidentiality towards the insurer,
  - b) refuses to undergo medical examination,
  - c) does not submit documents according to Art. 3.2 f),
  - d) does not provide to the insurer true information about the claim event's occurrence.
3. If the insured deliberately breaches his/her obligation to prevent within his/her limits the insured event or prevent further consequences, the insurer may reduce the indemnity in proportion to the impact that this breach had on its obligation to provide indemnity.
4. Should the insured breach the obligations specified in Insurance Contract Act 37/2004 Coll., or in the insurance programme, and this breach has significantly influenced the insured event's occurrence or its course, scope of consequences, or the ascertainment or determination of the amount of indemnity, the insurer has the right to reduce the indemnity proportionally to the effect of this breach on the insurer's obligation to provide indemnity.
5. Should the insurer's expenses on investigation be caused or raised by the insured's or the beneficiary's breach of obligations, the insurer has the right to request adequate compensation from the person at fault.
6. If the insured waives his/her right to the loss compensation or waives any other similar right or does not exercise this right in time or obstructs otherwise the transfer of his/her claims to the insurer, the insurer has the right to reduce the indemnity up to the amount that it could have obtained.

## **4. Other provisions**

### **4.1 Settlement of disputes**

All potential disputes appertaining to the insurance programme, or arising in connection with it, shall be settled by the competent court of the Czech Republic in accordance with the Czech law.

### **4.2 Correspondence address**

1. The address for sending correspondence related to this insurance is: Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava.
2. The address for sending complaints is: Komerční pojišťovna, a. s., Client Services, Karolinská 1/650, 186 00 Prague 8, or it is possible to contact the Czech National Bank – the authority supervising the financial market of the Czech Republic.

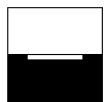
## **PART II. SPECIFIC PROVISIONS**

### **5. Health emergency insurance**

It concerns reimbursement for the necessary cost of the medical treatment which the insured had to undergo during the insurance period in consequence of an insured event.

#### **5.1 Insured event**

The insured event is an occurrence of a health emergency of the insured that happens during a stay



abroad in the course of the insurance period and requires necessary and immediate medical attention or treatment abroad. The assistance company shall be notified of it by the insured without undue delay, if the insured's state of health allows it.

### **5.1.1 Medical expenses**

Should the insured suffer a health emergency while abroad during the insurance effectiveness, the insurer shall cover the necessary, inevitable and reasonably used cost of the medical care and treatment, including the diagnostic procedures directly related to it, prescribed by a doctor and stabilising the insured's state of health to such an extent that he/she is able to continue his/her journey or be repatriated. The limit of indemnity for each insured person is 750,000 CZK for each insured event. In the case of hospitalisation, the insurer shall cover for the insured all costs of the assistance company up to the insurance indemnity limit. Should a claim event occur, the assistance company shall be contacted immediately or as soon as possible.

The insurer shall cover the costs of the following necessary treatment:

- medical treatment,
- dental treatment to the extent of the first aid relieving of sudden pain which is not a result of neglected care or unfinished treatment,
- medications prescribed by a doctor in connection with the insured event,
- hospitalisation in a multi-bed room with standard furnishings and standard medical care for a necessary period; diagnostic examinations, treatment including surgery, anaesthesia, medication, material and cost of hospital meals.

The insurer shall reimburse for other necessary expenses of the insured on buying any necessary medical aids (e.g. crutches, corsets, immobilisers, ...) in connection with the insured event.

The insurer shall reimburse the cost of phonecalls made from abroad to the assistance company only, if the phonecalls relate to a justified insured event. (Fee for an itemised telephone bill is not subject to this insurance.)

The insurer shall reimburse for payments made directly by the insured upon the submission of all the necessary documents as specified in Article 5.3.

### **5.1.2 Medical transport and repatriation**

Should the insured suffer a health emergency while abroad during the insurance effectiveness, the insurer shall cover the necessary, inevitable and reasonably used cost of professional transport to a doctor or to a health-care establishment. The insurer shall also pay for the transport of the insured with the necessary medical equipment if the doctor or the medical team designated by the assistance company agree with the attending physician that:

- the insured needs to be transported to a better equipped and specialised hospital,
- the insured needs to be transported to a hospital in the Czech Republic or in the state where the insured pays public health insurance.

The insurer shall cover especially the costs of the following methods of transport:

- transport to the nearest health-care facility (also transport of a doctor to the insured),
- transport from a doctor to a health-care facility or from a health-care facility to any other specialised health-care facility if the insured's state of health so requires,
- transport by helicopter, i.e. transport from the place where the injury or illness occurred to the nearest health-care facility, if the insured's state of health so requires,
- transport from a health-care facility back to the place of stay abroad if medically necessary,
- transport, approved by the assistance services, to medical check-ups and back during the treatment if the public transport cannot be used,
- cost of the insured's repatriation to the Czech Republic or to a state where the insured contributes to the public health insurance system, however, up to the amount of the cost corresponding to repatriation to the Czech Republic maximum; if the insured's state of health prevents him/her from using the originally planned transport, the insurance company reserves the right to decide about the repatriation of the insured having the consent from the attending physician.



Only the doctors appointed by the assistance company, who also discuss the matter with the insured's attending physician if necessary, are, concerning the technical and medical points of view, entitled to decide about the repatriation, means of transport and about the selection of a suitable hospital. The costs related to the transport are paid to the insured person up to the limit of 300,000 CZK.

### **5.1.3 Transport of the deceased**

If the insured dies, the assistance company shall arrange and the insurer pay to the assistance company for the costs up to the indemnity limit for the transport of the deceased to the Czech Republic or to a state of which the insured is a citizen, however, up to the amount of costs corresponding with the cost of transport to the Czech Republic maximum. The indemnity limit in the case of the insured's death is 100,000 CZK. The costs related to the funeral ceremony are not part of the indemnity.

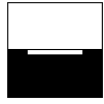
## **5.2 Insurance exclusions**

### **5.2.1 Apart from the exclusions specified in Article 2, the insurer shall not pay indemnity if:**

- a) the medical care is related to an illness or injury or their consequences which the insured suffered or knew about 6 months before the insurance came into effect, regardless of whether or not they were treated – this exclusion from indemnity does not concern the costs of preventing direct threat to the insured's life,
- b) the insured took the trip during his/her sick leave or in spite of the attending physician's disapproval or s/he took the trip in order to be treated abroad,
- c) the medical care was provided without consent of the assistance company or the insurer; except for immediate medical aid preventing permanent injury or a direct threat to his/her life,
- d) the insured did not make telephone contact with the assistance company
- e) the insured did not follow the instructions of the insurer or the assistance company
- f) the insured did not prove the commencement of the trip or did not deliver requested documents relating to the insurance claim
- g) treatment was not necessary or inevitable or, having the diagnosis ascertained, the insured could have immediately returned to the Czech Republic pursuing the doctor's advice,
- h) treatment is carried out after the date after which, according to the opinion of the doctor appointed by the assistance company, the insured's state of health allows repatriation provided that the repatriation is feasible and the costs of such treatment exceed the costs of the repatriation of the insured,
- i) the claim event is caused by microbiological poisons and immunotoxic substances or nuclear radiation.

### **5.2.2 The insurer shall not cover the cost of:**

- a) medical treatment, transport and other services if the health emergency occurs in a state where the insured person contributes to the public health insurance system,
- b) all non-scientific methods of treatment and remedies to eliminate the consequences of their application; operations carried out by a person without proper qualification; medical treatment carried out by the insured him/herself or a person close to the insured,
- c) medical treatment, transport and repatriation in relation to mental diseases, depressions and nervous disorders,
- d) abortion and its complications,
- e) treatment of risky pregnancy complications and of any other complications related to the pregnancy after the 24<sup>th</sup> week of such pregnancy, pregnancy tests, childbirth, investigations and treatment of infertility, assisted pregnancy and costs of contraception and hormonal therapy relating to pregnancy and family planning,
- f) rehabilitation, staying at spas, convalescent homes, sanatoriums and similar facilities,
- g) cosmetic operations,
- h) dental operations with the exception of necessary treatment of natural teeth for acute pain or after an injury which is an insured event,
- i) above-standard medical care, preventative medical care, preventative vaccination, vitamins, supportive medicines, artificial limbs and other aids (sanitary towels, contact lenses, glasses etc.),
- j) medical treatment carried out after the return to the Czech Republic or to the state in which the insured contributes to the public health insurance system,



- k) rescue operations in connection with a search for the insured if his/her health or life was not endangered,
- l) purchase of medicines for an illness known prior to the trip abroad.

### **5.3 Obligations of the insured**

Apart from the obligations specified in Article 3, the insured shall notify the assistance company of the insured event immediately after having returned from the trip and submit to the insurer the following:

- a) completed form "Notification of insured event from insurance of medical expenses during trips abroad",
- b) original of the medical report, bill for the treatment indicating the name and date of birth of the insured, diagnosis, illness description, list of operations, address of the health-care facility and name and signature of the attending doctor,
- c) copy of medical prescription indicating the name and date of birth of the insured, the name and signature of the attending doctor; bill from the pharmacy indicating the type of the medicine, its price and address of the pharmacy,
- d) copy of the itemised telephone bill with marked calls to the assistance company
- e) police certificate in the case of an injury in a traffic accident or if the claim event is investigated by the police,
- f) in the case of death – the person who has the right to insurance indemnity shall submit an original or certified copy of the death certificate and medical certificate of cause of death,
- g) in the case of repatriation - to submit to the assistance company all unused tickets which could have been used,
- h) a document proving the use of protective aids in compliance with Art. 3.1 d) for an injury occurring during work or sports activities.