

INSURANCE TERMS AND CONDITIONS OF TRAVEL INSURANCE
of 01/04/2007**PART I – General provisions**

This insurance, arranged by Komerční pojišťovna, a.s., address Karolinská 1/650, 186 00 Praha 8, company registration number 63998017, incorporated with the Municipal Court in Prague, section B, file 3362 (hereinafter referred to as the "Insurer"), is governed by the generally binding regulations of the Czech Republic, especially by Act No. 37/2004, The Insurance Contract Act, the provisions of the Civil Code, the Travel Insurance Contract (hereinafter referred to as the "Insurance Contract") with these Insurance Conditions as an integral part of it (hereinafter referred to as the "PPCEP").

The subject of the Insurer's business is insurance and reinsurance activities and other activities related to the insurance and reinsurance activities according to the licence issued under the terms of Act No. 363/1999 Coll., Insurance Act, as amended.

Article 1 – Basic notions

The following terms are defined for these "PPCEP":

- a) **policyholder** – the person who has concluded an insurance contract with the Insurer.
- b) **insured** – the person to whose health, life, liability for damage, property or other values of insurable interests the insurance applies.
- c) **beneficiary** – the person who due to an insured event has the right to insurance indemnity.
- d) **insurance period** – the period for which the insurance was entered into (individual types of insurance).
- e) **sum insured** – the amount stipulated in the insurance contract from which the amount of insurance indemnity for agreed sum insurance is determined (for accident insurance).
- f) **insurance indemnity limit** – the amount stated in the insurance contract that determines the upper indemnity limit of the insurance against loss and damage (for medical expenses abroad insurance, luggage insurance, damage liability insurance and tour cancellation insurance).
- g) **loss and damage event** – the event from which the loss or damage arises and which might constitute the right to insurance indemnity.
- h) **insured event** – a fortuitous event further defined in the insurance contract, constituting the obligation of the insurer to provide insurance indemnity.
- i) **premium** – payment for the insurance
- j) **single premium** – the amount of payment stipulated for the whole insurance period.
- k) **insurance indemnity (hereinafter referred to as the "Indemnity")** – an amount or service which is, according to the insurance contract, paid out or provided if an insured event occurs.
- l) **insurance against loss and damage** – insurance providing compensation for loss or damage occurred as a result of the insured event.
- m) **agreed sum insurance** – insurance in which the agreed financial amount is received if the insured event occurs; the amount does not depend on the occurrence or the extent of the loss.
- n) **insurance policy** – a written confirmation that the insurer has entered into the insurance contract; the insurance contract is also the policy for this insurance.
- o) **assistance service provider** – the contractual partner of the insurer stipulated in the insurance contract through which the insurer provides assistance services to the insured.
- p) **assistance services** – support provided to persons in need when travelling or staying outside the territory of their residence.
- q) **alpine hiking** – hiking or ascending/climbing within 1 UIAA degree of terrain difficulty (hands needed to keep one's balance) including climbing on routes secured in advance, hiking in mountainous terrain outside the permitted hiking routes and hiking on glacial terrain; at places with an altitude over 3,000 m above sea level, as well as movement on terrain with a lower degree of difficulty.
- r) **common travelling** – common departure in a particular direction by a particular means of transport to the same destination, common stay at the resort and common return by the same means of transport.
- s) **tour** – prearranged combination of two of the three other mentioned services if sold or offered by a travel agency for a total price and if the service is provided for more than 24 hours or if it includes overnight accommodation. These services are: transport or accommodation or other tourist industry services, which are not

a supplement to the transport or accommodation and are a significant part of the tour, or their price is at least 20% of the total price of the tour. A tour is not a combination of tourist industry services arranged according to the individual requirements of the travel agency's client.

- t) **travel agency** – a travel agency, according to Act No. 159/1999 Coll., on certain business conditions in the tourist industry
- u) **single item** – an item, even though composed of several parts or elements, which can be used for the same purpose.
- v) **damage of item** – a change of state of the item which can be repaired, or a change of state of the item which can not be repaired, nevertheless, the item can still be used for its original purpose.
- w) **loss** – the state where the insured has lost the possibility of having the item at his/her disposal independently of his/her free will.
- x) **theft** – asportation of an item by an offender so that he/she must overcome the obstacles protecting the item against theft, i.e. the offender breaks in and enters a closed protecting area using means other than those provided for lawful entry, with destructive consequences or hides in the area that protects the item against theft and steals the item after the area is locked up, leaving evidentiary traces of the theft.
- y) **robbery** – asportation of an item by an offender using violence or the threat of violence to the insured or another person entitled by the insured.
- z) **destruction of an item** – a change of state of an item because of which it cannot be repaired and, therefore, cannot be used for its original purpose.
- aa) **depreciation (amortization)** – an amount by which the initial value of the insured item is adequately decreased because of its age, status and expected further lifetime if the item is properly maintained.
- bb) **devaluation of an item** – a decrease in the value of an item because of, for example, moral devaluation (outdated construction, lower usability etc.), devaluation due to neglect, damage to the item before the insured event occurs (the damage occurred before the insured event happened etc.)
- cc) **remainders of an item** – parts or accessories of the item which remained after the insured event occurred; they are divided into usable and unusable according to if they can be used, usable remainders are evaluated according to if they can be used for other purposes; the remainders are deductible from the indemnity
- dd) **remote insurance contract entry** – entering into the insurance contract using one or more means of remote communication (e.g. telephone or letter) allowing the contract to be entered into without the physical presence of the contractual parties.
- ee) **foreign residence of the insured** – a country, except for the Czech Republic, where the insured has entered into the health insurance system or participates in the statutory system of health insurance.

Article 2 – Types of insurance**2.1.**

Travel insurance includes medical expenses abroad insurance (hereinafter referred to as "LVZ Insurance"), ("PPCEP", part II), and other optional types of insurance:

- a) accident insurance ("PPCEP", part III),
- b) liability insurance ("PPCEP", part IV),
- c) luggage insurance ("PPCEP", part V),
- d) tour cancellation insurance ("PPCEP", part VI).

2.2.

When travelling in the Czech Republic only the optional types of insurance in the insurance contract can be arranged, according to article 2.1. a) to d) ("LVZ insurance" cannot be arranged for the Czech Republic).

2.3.

Accident insurance is conceived as insurance for an agreed sum in this insurance programme. Other types of insurance are insurance against loss and damage.

Article 3 – Inception and duration of the insurance**3.1.**

The insurance contract is entered into by both contractual parties signing it. With remote insurance contract entry, the entry day (after the proposal is accepted by the policyholder) is the day when the premium is deposited in the account of the insurer. If the premium is paid by direct banking, the contract is entered into (after the proposal is accepted by

the policyholder) at the moment when the valid charging order is accepted by the policyholder's bank if the time of its acceptance can be credibly documented, otherwise the day of the premium is received in the insurer's account.

3.2.

The insurance period of the insurance can be arranged for:

- a) one way (for a maximum insurance period of one year),
- b) repeated travel abroad within the insurance period which is always one year.

3.3.

With repeated travel insurance, the insurance is for an unlimited number of foreign trips within one year from the beginning of the insurance period, beginning and ending by crossing the border of the Czech Republic and no single trip lasts longer than 42 days. For longer trips, the insurance is only effective for the first 42 days, a consequential insurance contract can be arranged for the remaining part of the trip before the beginning of the trip, according to article 3.2., a).

3.4.

The insurance period is determined in the insurance contract by the commencement date and the termination date. If the date of entering into the insurance contract is same as the date of the commencement of the insurance period, then the beginning of the insurance period is the hour and minute of entering into the insurance stated in the insurance contract. The coming into effect of single insurance contracts is limited by the insurance inception and termination, taking into account that the insurance can only be effective during the stipulated insurance period, excluding tour cancellation insurance (article 3.5.). If the date of the commencement of the insurance period in the insurance contract pre-dates the date of entering into the insurance contract, then the date after the date of entering into the insurance contract is considered as the date of the commencement of the insurance contract; if the moment of the commencement of the insurance period can be defined by a particular hour and minute, the date of the commencement of the insurance period is the date of entering into the insurance contract.

3.5.

The insurance inception for tour cancellation insurance starts at 00:00 a.m. of the day after entering into the insurance contract and the insurance terminates at the moment when the insured person crosses the state boundary when travelling out of the Czech Republic, in the case of air transport with a cross-border flight it is the moment of boarding the plane. The tour cancellation insurance is effective during the whole period determined in the article.

3.6.

The insurance is effective in the territory defined in the insurance contract (article 5.1.), except for "LVZ insurance" not related to the Czech Republic and the countries where the insured person pays health insurance or participates in the legal system of social securities (hereinafter referred to as "public health insurance").

3.7.

The insurance inception of "LVZ insurance" is the moment when the insured, after entering into the insurance contract, crosses the state boundary when travelling out of the Czech Republic, in the case of air transport with a cross-border flight it is the moment of boarding the plane. The insurance terminates at the moment of crossing the border when returning to the Czech Republic, in the case of air transport with a cross-border flight it is the moment of deplaning in the Czech Republic. With repeated travel insurance, if the insurance does not end earlier, it terminates at 24:00 p.m. of day 42 of the journey.

3.8.

The insurance inception of accident insurance, liability insurance and luggage insurance is determined by the beginning of the journey in the place of residence of the insured. The end of insurance is considered the return of the insured to the place of his/her residence. In the case of repeated travel insurance, the insurance ends after the lapse of 24 hours of day 42 of the journey, if the insurance does not terminate earlier.

Article 4 – Insured persons

4.1.

The persons defined in the insurance contract are insured, except for insurance according to article 4.3. a), where the insured persons are otherwise defined.

4.2.

Insurance can be arranged for citizens of the Czech Republic and foreigners who have permission for a permanent or long-term stay and pay the obligatory public health insurance.

4.3.

Repeated travel insurance can be arranged as follows:

- a) Company transferable insurance for one person

This insurance provides cover for one person and it is transferable among employees of the policyholder's company aged from 18 to 69 years, if the policyholder provides the insurer with the name, surname, personal identification number, destination, beginning and ending date of the foreign trip in writing and in a provable way before starting the journey.

- b) Personal non-transferable insurance for one person

- c) Joint insurance

This insurance provides cover for two people travelling together and named in the insurance contract, or for the main insured travelling alone (the person defined in the first place). The second person is insured if he/she travels with the main insured. If the second person travels alone, he/she is only insured if the policyholder provides the insurer with the name, surname, personal identification number, destination, beginning and ending date of the foreign trip in writing and in a provable way before starting the journey and the insurance is only for this person.

- d) Family insurance

This insurance provides cover for a family travelling together and the family members are named in the insurance contract. The first two (or one) positions on the list are for the main insured persons who are the parents (or only one of them). The persons in the other positions, are the children of the main insured under 17 years old. The number of children is not limited. These children are insured if they travel with at least one of the main insured. If both parents are abroad but not travelling together, the insurance covers only the one mentioned in the first place and the children travelling with him/her. However, if the policyholder, in this case, provided the insurer with the name, surname, personal identification number of one of the main insured persons (i.e. of one of the parents), destination, beginning and ending date of the foreign trip in writing and in a provable way before starting the journey, the order on the first two positions is not decisive.

Article 5 – Territorial areas of the insurance

5.1.

Insurance can be arranged for:

- a) area E, which includes the countries of the whole of Europe, including islands in the Mediterranean sea and the Canary Islands, Israel, Cyprus, Morocco, Tunisia, Turkey and European part of Russia up to Ural mountains or Ural river,
or

- b) area S, which includes all countries of the world,
or

- c) area T, which includes the Czech Republic.

5.2.

Repeated travel insurance can only be arranged for area E or area S.

Article 6 – Types of travel, limit classes, sums insured, indemnity limits

6.1.

Insurance can be arranged for tourist, business, sports or risk trips.

6.2.

With repeated travel insurance, the type of trip cannot be chosen; this insurance is valid for sports trips and also for business and tourist trips.

6.3.

If the purpose of the trip is a business or similar activity, aimed at receiving a commission for this activity, business or sports or risk type trips insurance must be arranged.

6.4.

The sports trip insurance must be arranged if recreational sport activities, according to article 10.5. are to be carried out. The insurance for sport trips also covers business and tourist trips.

6.5.

Risk trip insurance must be arranged if dangerous risky activities are to be pursued, according to article 10.4. Only insurance for less than 90 days can be arranged for a risk trip. When arranging risk trip insurance, the activities, according to article 10.5., are insured as well and the insurance covers sport, business and tourist trips.

6.6.

With "LVZ" and accident insurance the sum insured is defined by the limit class given in the insurance contract. Class A or B limits can be chosen for tourist, business or sports trips. Class A limit is always considered for risk trip insurance. If the insurance is arranged exclusively for a travel within the Czech Republic (area T), the class B limit is always considered. The limit class determines the limits of the insurance indemnity for "LVZ insurance" and accident insurance. The limit class is

defined in the insurance contract, the indemnity limits and the sum insured are defined in part VII "PPCEP".

Article 7 – Entering into the insurance contract

7.1.

The insurance contract should be entered into in writing or through other means of communication before the beginning of the trip.

7.2.

Tour cancellation insurance can be entered into within three days of paying the full price of the tour, however, not later than 15 days before the beginning of the tour; otherwise this insurance is not valid.

Article 8 – The premium and premium payment

8.1.

The premium for travel insurance is a single premium.

8.2.

The amount of the premium is determined according to the insurer's tariff and is stipulated in the insurance contract. The premium for "LVZ", liability, luggage and accident insurance depends on the age of the insured, length and place of stay, type of travel and limit class. The premium for tour cancellation insurance depends on the price of the tour. The price of the tour is the price of the common tour of all insured persons from which the cancellation charge is calculated.

8.3.

The premium is due to be paid and should be paid at once for the whole insurance period when entering into the insurance contract.

Article 9 – Expiry of the insurance

9.1.

The insurance ends by:

- the expiry of the insurance period; for insurance arranged for one trip by the return from the trip if this happens earlier,
- the death of the insured,
- the insurer's voidance of the insurance contract or refusal to pay the indemnity if the insurer received false or incomplete information when entering into the insurance contract,
- the delivery to the insurer of the policyholder's withdrawal from the agreement to sensitive personal data processing (article 14.2.).

9.2.

With the exception of the cases mentioned in article 9.1., the insurer is obliged to agree to the termination of the insurance if the policyholder asks for this before the date stated in the insurance contract as the commencement of the insurance period. In this case, the insurer has the right to retain the whole premium for tour cancellation insurance, as well as 20% of the agreed premium for other arranged insurance contracts. The insurer will return 80% of the paid premium for all risks, excluding tour cancellation, to the policyholder.

9.3.

According to Section 23, subsection 4 of the Insurance Contract Act, the policyholder has the right to withdraw from the insurance contract without defining the reason and without any contractual penalty within 14 days from the date of entering into the insurance contract, i.e. from the day when he/she was informed about the insurance terms and conditions if he/she requires this information after entering into the insurance contract. This is not valid for an insurance contract for a period of less than 1 month.

9.4.

The insurer is obliged to return the paid premium to the policyholder without undue delay, not later than within 30 days of the withdrawal from the insurance contract. The amount that has already been paid by the insurer will be deducted from this amount. The policyholder or the insured who is not the policyholder at the same time, or an authorized person, must return any amount which has been paid that exceeds the amount of the premium paid to the insurer.

Article 10 – General exclusion

10.1.

The insurance does not cover losses that occur due to:

- warlike events, other armed conflicts and national riots, including related military, police and official measures,
- uprisings, riots, demonstrations, strikes,
- intervention of state or official powers,
- terrorist attacks and other violent actions with political, social, ideological or religious motivation,
- nuclear energy, radiation, exhalation and emissions,
- vandalism,
- HIV (AIDS) illness, infectious venereal disease and their consequences,

- during a trip that the insured started after the Ministry of Foreign Affairs of the Czech Republic announced that it is not recommended for citizens of the Czech Republic to travel to a particular country or region (e.g. because of war, civil uprising, natural hazards, epidemic etc.).

10.2.

The insurer is not obliged to provide the benefits if the loss occurred due to:

- the insured wilfully breaching a legal regulation of the country (e.g. driving a motor vehicle without a driving licence); this exclusion is not related to the liability insurance,
- violating a public order or property or a crime committed by the insured,
- loss or damage events caused deliberately by the insured or by another person encouraged by the insured,
- the insured participating in attempts at a speed record or in any other competitions with similar aims; if risk trip insurance was arranged, the exclusion does not apply to activities stipulated in article 10.4.,
- intentional self-injury, suicide or attempted suicide.

10.3.

The insurer does not provide indemnity for losses occurred during dangerous activities such as:

- the insured actively participating 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,
- activities involving parachutes (e.g. paragliding, parasailing, sky-diving), flying by any means with the exception of a plane of regular air transporters or a special group flight registered with OAG Worldwide Flight Guide (e.g. chartered flights),
- being the pilot or other crew member in a plane or helicopter,
- being a pyrotechnist, stuntman or beast of prey tamer,
- bungee jumping, canoeing, speleological activities,
- skialpinism, snowrafting, skiing and snowboarding out of the marked tracks, or on the marked tracks out of the indicated service hours,
- mountain-climbing using the unsecured climbing technique,
- mountain-climbing of UIAA 8 difficulty and higher,
- moving or staying in areas more than 4,500 m above sea level,
- expeditions to places with extreme climate and natural conditions; to remote and vast, unpopulated areas (deserts, arctic areas, open sea etc.),
- any extraordinary events to save the life of or find a person lost in an environment with extreme climate or natural conditions,
- cycling (or riding another type of transport) on dangerous terrain unsuitable for riding this type of transport or in areas where riding this type of transport is forbidden,
- hunting, active herpetology, game keeping,
- sailing on the open sea, excluding commercial shipping,
- descending water currents of WW VI difficulty and higher,
- staying at dangerous work places, e.g. construction sites, underwater workplaces, mines, oil production facilities etc.
- diving deeper than 30 m.

10.4.

If risk trip insurance is not arranged, the insurer does not provide indemnity for losses due to:

- ski-jumping, ski-flying and ski acrobatics, bobsleighting, ski-bobbing, sledging, riding snow and water scooters,
- mountain-climbing of UIAA 2 – 7 difficulty inclusive,
- professional sport activities,
- participating in sports competitions or preparing for them (except for card or chess competitions),
- aqualung diving up to 30 m deep; free diving from 3 to 30 m,
- descending water currents of WW III - WW V difficulty,
- recreational sailing in small vessels listed in the shipping register of the Czech Republic, or in a similar shipping register in another country,
- surfing and windsurfing on the sea.

10.5.

If risk or sports trip insurance is not arranged, the insurer will not provide indemnity for losses due to:

- cross-country skiing, downhill skiing, snowboarding or ski bobbing
- biking tourism,
- descending water currents of WW II difficulty,
- windsurfing,
- alpinism,
- animal riding,
- driving motorcycles of more than 125 cm³.

10.6.

If business, sports or risk trip insurance is not arranged and if the trip is undertaken for business reasons, the insurer is not obliged to provide indemnity.

Article 11 – Duties of the insured person

11.1.

The insured is obliged to:

- a) answer truthfully the questions when arranging the insurance contract, to inform the insurer of all changes in the facts he/she was asked when arranging the insurance contract without undue delay; this is also the duty of the insured to whose health, life, liability for damage or property this insurance is for, even if he/she did not enter into the insurance contract him/herself,
- b) when entering into the insurance, notify the insurer of all insurance contracts arranged with other insurance companies and related to the same insurance if their insurance period coincides with the insurance period of the insurer's insurance,
- c) if there are any problems discuss the state of health with the attending physician, concerning the character of the trip and follow his/her instructions,
- d) have enough regularly used medicaments,
- e) take care of his/her state of health, to submit to a medical examination without delay if illness or an accident occurs and follow the doctor's instructions,
- f) take preventive measures to lower the possibility of a loss or accident event occurring (e.g. ski bindings professionally adjusted, compulsory and recommended vaccinations before travelling to exotic countries) and use appropriate protective means (protective means for work, bike helmet, helmet and life jacket for water sports etc.),
- g) do his/her best to avert an insured event.

11.2.

If an insured event occurs, the insured is obliged to:

- a) do his/her best to lower the extent of the damage and its consequences,
- b) notify the assistance service provider of the insured event without undue delay and follow the instructions of their representatives,
- c) identify him/herself by an identity card issued with the insurance contract when dealing with foreign health services,
- d) in the case of an insured event involving liability insurance, provide the insurer with the approval of the injured party for sensitive personal data processing to the required extent necessary for investigating the insured event,
- e) ensure the right for loss/damage compensation against the third party,
- f) pay the costs of urgent treatment in the country where the medical care is provided, in a foreign currency to the equivalent limit of CZK 3,000. The guarantee of payment and consequently the payment of costs for urgent medical treatment not exceeding CZK 3,000 is arranged by the assistance service provider. In special cases, when asked to pay these costs in cash, the insured pays it on the spot. The subsequent reimbursement of all spent costs is carried out by the insurer, on the basis of a claim notification according to article 21,
- g) notify the insurer of the insured event in writing within 31 days after the insured event occurs,
- h) submit the originals of documents about the insured event to the insurer, eventually, the originals of copies if the original documents were taken by the health insurance company or a third party; the copies must contain the confirmation of the health insurance company or a third person that they accepted the originals and of the amount of spent costs; to ensure an official translation of these documents into Czech at his/her own expense if they are not issued in English, French, German, Russian or Spanish,
- i) deliver the bills, sent by a third party to the insured person's address, to the insurer without undue delay and not to pay them,
- j) provide the insurer with true and complete information about the occurrence and consequences of the insured event,
- k) notify the insurer of all insurance contracts for the same insurance risk arranged with other insurance companies which were effective when the insured event occurred,
- l) prove the commencement of the trip,
- m) transfer any claims against third parties to the insurer in writing, up to the amount of the costs covered by the insurance contract but not against third parties living with the insured in a common household (if the damage was not caused on purpose or under the influence of alcohol or narcotic substances),

- n) prove the additional amount paid by the health insurance company or a third party in connection with the insured event,
- o) at the request of the insurer, release the provider of medical services or another third party (e.g. a health insurance company) from the obligation to maintain confidentiality and allow the insurer to check the medical records and his/her state of health,
- p) accept a medical examination by the physician chosen by the insurer if the insurer requires this,
- q) cooperate with the insurer when investigating the insured event.

Article 12 – Restrictions of the indemnity and contractual sanctions if the insured breaches the obligations

12.1.

If the insured obtained compensation from the obliged third party or other legal relationships for loss and damage insurance, the insurer is authorized to decrease the indemnity by this amount.

12.2.

The insurer is not obliged to provide indemnity if the insured:

- a) does not release the attending physician from the obligation to maintain confidentiality in relation to the insurer,
- b) refuses to undergo a medical examination,
- c) does not submit the documents according to article 11.2. h),
- d) does not truthfully inform the insurer of the occurrence of an insured event.

12.3.

If the insured intentionally violates his/her obligations to prevent the insured event or prevent the extent of the consequences the insurer is authorized to decrease the indemnity to the relevant extent.

12.4.

If the insured breaks the obligations stipulated in the insurance contract and legislation or allows a third party to do so and the breach influenced the occurrence, extent or consequences of the insured event, the insurer is authorized to decrease the indemnity by the amount of damage that would occur under standard conditions if the insured had met his/her obligations.

12.5.

If the premium was determined incorrectly as a result of a misstatement of the insured's date of birth or other data that had a decisive affect on determining the premium, the insurer is authorized to decrease the indemnity by the rate of the premium that has been paid, to the correct amount of the premium.

12.6.

If the insured waives the right to damage compensation for a third party without the insurer's approval, the insurer is authorized to decrease the indemnity by the relevant amount.

Article 13 – Other provisions

13.1.

The age of the insured at the commencement of the insurance period is a decisive factor for age categorization.

13.2.

The originals of documents remain with the insurer.

13.3.

All requests and notifications become legally effective if they are delivered to the insurer in writing.

13.4.

The insurer is allowed to use the acquired information about the insured only for its need, the insurer can provide this information to a third party only with the approval of the insured or if it is defined by the law.

13.5.

Claims from the insurance cannot be assigned or ceased without the express consent of the insurer.

13.6.

The indemnity of this insurance is not subject to income tax according to Act No. 586/1992 Coll., the Income Tax Act.

13.7.

All disputes arising or incurring from the insurance contract that cannot be agreed upon, are solved by the competent court in the Czech Republic in accordance with the Czech law.

Article 14 – Personal data processing of the policyholder/insured persons

14.1.

Permission to process personal data in connection with the insurance contract.

14.1.1.

By entering into the insurance contract the insured gives the insurer permission, in compliance with Section 4 a) of Act No. 101/2000 Coll., on the protection of personal data (hereinafter referred to as the "Act on

Personal Data Protection"), (except sensitive data), to process the personal data provided to the insurer when entering into the insurance contract or obtained by other legal means, or created by processing data obtained in this way, to be processed by the insurer/authorized administrator in accordance with the Act on Personal Data Processing (a bank or an assistance service provider) in order to use this data within the scope of the insurer's business activities, i.e. activities directly or indirectly related to insurance and reinsurance. The insurer has the right to transfer the insured's/policyholder's personal data to other states to the necessary extent according to Section 27 of the Act on Personal Data Protection as part of the reinsurance process. The insurer/processor will use the data in the stipulated way and to the extent required by the insurance contract for the period necessary to carry out all rights and obligations resulting from the insurance relationship.

14.1.2.

The insurer is authorized to process the personal data of the insured/policyholder to the stipulated extent and for the stipulated purpose even without the express consent of these persons.

14.2.

Permission to process sensitive data in connection with the insurance contract.

14.2.1.

By entering into the insurance contract the insured/policyholder grants the insurer/processor permission to obtain data about his/her state of health through the contractual physicians of the insurer, in accordance with Section 67b, Subsection 10 of Act No. 20/1966 Coll. on the care of the health of people, as amended, and hereby authorizes all requested physicians, health institutions and the social security administration to disclose this information to the insurer even after his/her death.

14.2.2.

The insured/policyholder grants the insurer permission to process personal data about his/her state of health (sensitive data according to Section 4 b of the Act on Personal Data Protection), provided to the insurer when entering into the insurance contract or which the insurer obtained by the other methods mentioned above, or created by processing the data obtained. This sensitive personal data is processed by the insurer/authorized processor for use as part of the insurer's business activities, i.e. activities directly or indirectly connected with insurance or reinsurance business.

14.2.3.

Permission to process sensitive data to the extent specified in article 14.2.2. is a condition for entering into the insurance contract. However, the insured/policyholder is allowed to withdraw this permission any time, in writing, preferably through a recorded delivery letter sent to the insurer. The withdrawal of permission terminates the insurance but not before the date of the delivery of the withdrawal of permission to the insurer. In this case the insurer will be entitled to the premium until the end of the insurance period.

14.3.

Permission to share personal data within the group:

14.3.1.

The insured/policyholder agrees that his/her personal data (if he/she is a physical entity), or his/her data if he/she is a legal entity, can be processed by the insurer and any other administrator. It is understood that the data is mutually transferred between them to achieve higher quality care for the insured/policyholder, to carry out marketing activities, to provide information to other administrators about the solvency and credibility of the insured/policyholder and to analyse this data. The insured/policyholder agrees that his/her personal data (if he/she is a physical entity), or his/her data if he/she is a legal entity, can be processed for the purposes and to the extent mentioned above from when this permission is granted until 4 years have expired after the last contractual or other legal relationship with any of the Administrators terminates.

14.3.2.

The permission of the insured/policyholder in compliance with article 14.3.1. of these insurance terms and conditions is effective only for the insured/policyholder who signed the contract or the amendment to the contract (including these insurance conditions as its integral part), and only from the effective day of these conditions. For the insured/policyholder that signed, refused to sign or withdrew such permission, the legal status of permission granted, refused or withdrawn will remain unaffected by any change in the insurance.

14.3.3.

This permission to process data, granted especially in compliance with the valid acts No. 363/1999 Coll., the Insurance Act; No. 513/1991 Coll., the Commercial Code; No. 480/2004 Coll., on some services of an

information company and No. 101/2000 Coll., on personal data protection, is voluntary and the insured/policyholder is entitled to withdraw this permission at any time in relation to any Administrator. The withdrawal of permission must be sent to the insurer in writing. The provision of personal data is voluntary unless the generally binding legal regulation stipulates otherwise.

14.4.

The insured/policyholder is obliged to inform the insurer of any changes in the data which are then processed without undue delay.

14.5.

Personal data about the insured/policyholder is processed to the extent that the insured/policyholder has provided this data in connection with:

- (a) a request for any contractual or other legal relationship,
- (b) any contractual or other legal relationship established between him/her and the Administrator, or
- (c) which the Administrator has collected by other means and processes in compliance with the valid legal regulations for the following purposes:
 - (i) purposes included within the permission of the insured/policyholder,
 - (ii) negotiations on the contractual relationship,
 - (iii) carrying out the contract,
 - (iv) protection of the vital interests of the insured/policyholder,
 - (v) authorized publishing of personal data,
 - (vi) protection of the rights of the Administrator, beneficiary or other persons involved,
 - (vii) archiving maintained in compliance with the law, (viii) offering of business or services,
 - (ix) transfer of the given name, surname and address of the insured/policyholder for the purpose of offering business and services in compliance with the generally binding legal regulations.

14.6.

If the insured/policyholder requests the insurer in writing, he/she is entitled – in compliance with the valid legal regulations – to receive information on the personal data processed about him/her, the purpose and nature of processing this personal data, on the recipients of the data and on the Administrators. In addition, the insurer/policyholder is entitled to ask the insurer to correct personal data if he/she discovers that the personal data processed by any of the administrators is not correct. If the insured/policyholder discovers or suspects that the Administrator is processing his/her personal data in violation of the protection of the Insured's/policyholder's private and personal life or in violation of the legal regulations, he/she is entitled to request an explanation from the insurer, or he/she is entitled to request the Insurer to correct the defective situation. Regardless of the preceding provisions of this article, the insured/policyholder is entitled to contact the Office for Personal Data Protection and request the Administrator to take remedial action if the duties are breached.

14.7.

For the purposes of Article 14, the following terms are understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, a company established and existing pursuant to the French law, registered office 29, Boulevard Haussmann, 75009 Paris (SG), FSKB members and Entities controlled by SG;
- Marketing activities – activities the purpose of which is to inform the insured/policyholder about the products and services of the Administrator, to present an offer to order, mediate or procure these products and services and evaluate the relevant data, including by e-mail;
- Members of the financial group of the Bank (FSKB members) particularly Komerční banka, a.s. ID 45317054 (the Bank), Investiční kapitálová společnost KB, a.s., ID 60196769; Modrá pyramida stavební spořitelna, a.s., ID 60192852; Penzijní fond Komerční banky, a.s., ID 61860018; ESSOX s. r. o., ID 26764652, and other entities, in which the Bank has or acquires an equity interest consisting of a direct or indirect share in their registered capital;
- Entities controlled by SG – entities which SG controls and which – at the same time – either (i) have or acquire an equity interest in entities with their registered office the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have their registered office the Czech Republic. If such an entity is a FSKB member, this entity is listed in the specification of FSKB members;
- Personal data – the given name, surname, address, date of birth, birth or identification number, contact data, data about the solvency and credibility of the insured/policyholder – physical entity, does not involve sensitive personal data;
- Data about the legal entity – identification data of the insured/policyholder, particularly its corporate name, place of

business, company registration number, contact data, data about the solvency and credibility of the insured/policyholder.

Article 15 - Delivery

15.1.

The policyholder is obliged to inform the insurer, without undue delay, of any change in the residence or correspondence address.

15.2.

All information, announcements and requests about the insurance must be in writing in Czech and are effective on the date they are delivered to the competent contractual party.

15.3.

The contractual parties must send written documents via a holder of a postal licence (hereinafter referred to as the "post") to the address agreed in advance or to the last known address of the contractual party. Written documents for the policyholder, insured person or authorized person may be given to these persons directly by the insurer via an insurer's employee or another entitled person. The policyholder, insured person or authorized person can send written documents for the insurer through any KB branch. The delivery day to the insurer is the day of the actual delivery of the document to the insurer's address.

15.4.

Written documents sent to the addressee by standard postal services are considered delivered on the third day after the proved sending of the document to the address, even if the recipient does not know about the delivery.

15.5.

Written document sent to the addressee by recorded delivery is considered delivered, if it is not a delivery in accordance with the below mentioned articles, on the eighth day after proved sending of the document to the address.

15.6.

Written documents of the insurer sent to the addressee by recorded delivery with delivery confirmation are considered delivered, if they are not a delivery in accordance with the below mentioned articles, on the day when the document is received and which is written on the delivery confirmation.

15.7.

If the addressee refuses to accept the written document, this document will be considered delivered on the day it is refused.

15.8.

If the addressee is not present and the written document of the insurer sent by post is deposited by the postman at the post office, then the written document is considered delivered on the last day of the deposit period, even if the recipient does not know about the delivery. If the last day of this period falls on a Saturday, Sunday or bank holiday, the last day of the period is the next working day.

15.9.

Written documents of the insurer sent by post are considered delivered on the day on which the consignment is sent back to the insurer as non-deliverable.

Article 16 – Correspondence address

16.1.

The correspondence address is: Komerční pojišťovna, a. s., Cestovní pojištění, Palackého 53, 586 01 Jihlava.

16.2.

The correspondence address for complaints is: Komerční pojišťovna, a. s., Klientský servis, Karolinská 1/650, 186 00 Praha 8, eventually Česká národní banka, ID 48136450, Na Příkopě 28, post code 110 00, which is the body supervising the activities of insurance companies.

Part II – "LVZ Insurance"

Article 17 – The Subject of "LVZ Insurance"

17.1.

The insured event is an accident or sudden illness that occurs during the effective period in the territory of the "LVZ insurance" effectiveness and, consequently, the insured was treated to the extent stated in the subject of the insurance.

17.2.

The subject of the insurance is the payment of essential costs for treatment which the insured underwent in a foreign state as a result of the insured event, including the necessary transfer to the medical centre or repatriation to the Czech Republic or to the insured's residence in a foreign state. A health condition emergency is a sudden illness, endangering the health or life of the insured independently of the insured's will. The insurance covers only essential medical treatment,

stabilizing the state of the insured so that he/she can continue his/her trip or be repatriated.

17.3.

The insurance subject also includes assistance services provided to the insured in connection with the insured event or if he/she happens to be in need in a foreign state.

17.4.

If the insured dies, the repatriation of his/her remains to the Czech Republic, or to his/her residence in a foreign state, is also the subject of this insurance. Alternatively, by agreement with the bereaved, it can also cover the cremation of the insured abroad and transporting the urn to the Czech Republic, or to his/her residence in a foreign state.

17.5.

If the insured is not able to return to the Czech Republic because of the insured event, or to his/her residence in a foreign state, before the insurance period stipulated in the insurance contract expires, the effectiveness of "LVZ insurance" is automatically prolonged until he/she crosses the border of the Czech Republic, or the border of the state where he/she has his/her foreign residence. In this case the insured is repatriated as soon as the state of his/her health allows it.

17.6.

With "LVZ Insurance" the beneficiary is the person who pays the costs.

Article 18 – Assistance services

18.1.

Assistance services are provided to the insured if an insured event, acute need or emergency occurs. The assistance services are carried out by an assistance service provider; the contractual partner of the insurer. The operators of the headquarters of the assistance service provider can speak Czech and other languages, and are available 24 hours a day.

18.2.

The basic assistance services (provided with limit class A and B):

The assistance service provider:

- a) stays in contact with the insured and with those dependant on him/her if the insured is hospitalized and subsequently with other concerned persons, and the medical team of the assistance service provider keeps in touch with the doctors providing the medical care,
- b) provides medical advice and information to those insured who are ill abroad or whose state of health becomes critical,
- c) recommends doctors and specialists to the insured, what medical hospital or medical centre in the area he/she should visit or contact etc.,
- d) in the case of urgent hospitalization guarantees the payment or provides a financial deposit and makes sure the hospital receives financial compensation without insured's participation (according to article 11.2. f),
- e) makes sure medicaments and medical supplies are delivered if they are not accessible in the area,
- f) organizes transport for the insured, if required because of his/her state of health, to the nearest hospital where he/she will receive the appropriate medical treatment, including a qualified attendant,
- g) organizes the repatriation of the insured, if required because of his/her state of health, from abroad to a hospital in the Czech Republic, or to a foreign state where the insured has his/her residence, and if necessary makes sure a qualified attendant is available during the trip,
- h) if the insured dies organizes the repatriation of his/her remains to the Czech Republic, or to a foreign state where the insured has his/her residence (by agreement with the bereaved); the insured's cremation abroad and transport of the urn to the Czech Republic, or to a foreign state where the insured has his/her residence.

18.3.

Above standard assistance services (exclusively provided with limit class B):

a) Legal assistance

If the insured is arrested, taken into custody, imprisoned or threatened with imprisonment, after a road traffic accident or because of any excessive administrative complications, the assistance service provider finds a lawyer and the insurer pays for the legal services up to the maximum limit of indemnity stipulated for the legal assistance.

b) Visit by a relative

If the insured is hospitalized and due to medical reasons can not be taken to the Czech Republic, or to a foreign state where the insured has his/her residence, and if the hospital stay is longer than ten days, the assistance service provider will arrange a return ticket (a ticket for there and back) for one of the insured's relatives

(husband/wife, children, parents, grandparents, brothers or sisters) to visit the insured up to the maximum limit of indemnity stipulated according to article 18.2. g) or h), the insurer will pay the fare of the auxiliary employee, who replaces the insured and continues with the insured's trip, to the place where the insured was repatriated from, up to the maximum limit of indemnity stipulated for auxiliary staff and on the condition that this service is required immediately after the physician entrusted by the insurer decides to repatriate the insured according to article 18.2. g) or h).

c) Auxiliary staff

If business trip insurance is arranged and the insured is repatriated according to article 18.2. g) or h), the insurer will pay the fare of the auxiliary employee, who replaces the insured and continues with the insured's trip, to the place where the insured was repatriated from, up to the maximum limit of indemnity stipulated for auxiliary staff and on the condition that this service is required immediately after the physician entrusted by the insurer decides to repatriate the insured according to article 18.2. g) or h).

Article 19 – “LVZ insurance” insurance indemnity

19.1.

The insurer will pay for essential treatment directly related to the insured event and which cannot be postponed until the insured returns to the Czech Republic or to his/her foreign residence. This payment includes: the costs of essential treatment, obtaining a diagnosis, treatment, an operation and related costs, prescribed medicaments, a hospital stay in a standard room with several beds, the necessary prescribed medical equipment for the return to the Czech Republic or the insured's foreign residence.

19.2.

The insurer will pay for the essential costs necessary to take the insured to the nearest medical centre or hospital and in justified cases also transport between hospitals.

19.3.

The insurer will pay for the essential costs of dental treatment of natural teeth in the case of acute toothache or after an accident.

19.4.

The insurer will pay for the essential costs of repatriation of the insured if the following conditions are satisfied:

- a) repatriation is recommended and pre-approved by the insurer's physician,
- b) the planned means of transport cannot be used,
- c) repatriation is organized by the assistance service provider.

19.5.

If the insured is not a citizen of the Czech Republic, the insurer will pay for the essential costs of transport to the Czech Republic, or to his/her foreign residence but this must not exceed the equivalent amount for transport to the Czech Republic. In justified cases the insurer will also pay the transport costs of the person accompanying the insured.

19.6.

If the insured dies the insurer will pay the essential costs for the repatriation of the remains to a facility in the area of the insured's residence. The transport must be organized by the assistance service provider. If the deceased was not a citizen of the Czech Republic, the insurer pays the costs of transporting the insured's remains to the Czech Republic or to his/her residence in a foreign state but this must not exceed the equivalent amount for transport to the Czech Republic, if not otherwise agreed with the bereaved.

19.7.

The amount of indemnity is limited by the amount of the insurance premium stipulated in articles 43 to 47.

19.8.

If the beneficiary has a residence abroad, the indemnity can be paid in convertible foreign currency, in other cases the indemnity is in the domestic currency of the Czech Republic.

Article 20 – Exclusions from the indemnity of “LVZ Insurance”

20.1.

In addition to the exclusions in article 10, the insurer is not obliged to pay out the benefit if:

- a) the medical treatment relates to the state of health, illness or accident or the consequences, existing 6 months prior to entering into the insurance, regardless of if they were treated or not. This does not apply to treatment for complications during pregnancy up to the 24th week if it is not a high-risk pregnancy,
- b) the insured undertook the trip while on sick leave, despite his/her doctor's recommendation, or for medical treatment abroad,
- c) medical treatment is provided without the permission of the assistance service provider or insurer, except urgent medical treatment preventing permanent health damage or imminent danger to the insured's life,
- d) medical treatment is necessary or urgent, or if the insured can immediately return to the Czech Republic or to his/her foreign

residence on the recommendation of the insurer's physician after the diagnosis was confirmed or after essential treatment,

- e) treatment is carried out after the date when the health condition of the insured, according to the opinion of the assistance service provider's physician, would enable repatriation, and repatriation is technically practical, and if the costs of this treatment exceed the costs of repatriating the insured,
- f) repatriation is not organized by the assistance service provider,
- g) the insured event is caused by alcohol or other narcotic or psychotropic substances, intoxication or misuse of medicaments by the insured. This exclusion does not apply to cases where the substances, according to the previous sentence, contained medicine which the insured used in the way prescribed by the physician and if he/she was not informed by the physician or the medicine producer not to carry out any activity during the period of taking the drug as it could result in damage or an accident,
- h) the insured event occurred because of microbial poisons and immunotoxic substances or radioactive radiation.

20.2.

The insurer will not pay the costs in the case of:

- a) generally scientifically unrecognized methods of treatment and medicaments eliminating its effects,
- b) actions carried out by an unqualified person,
- c) medical treatment, transport and repatriation for mental diseases, depression and nervous disorders if these are not the result of the insured event,
- d) rehabilitation,
- e) stay at a spa, health resorts, sanatoriums and similar facilities,
- f) abortion, child birth, pregnancy tests, contraception,
- g) cosmetic procedures with the exception of essential plastic surgery after an accident which is the insured event at the same time,
- h) dental treatment except for essential treatment of natural teeth in the case of acute toothache or after an accident,
- i) above-standard medical treatment,
- j) preventive medical examinations, preventive vaccinations, vitamins, performance enhancing drugs, prosthetic devices and auxiliary devices (sanitary towels, contact lenses, spectacles etc.)
- k) treatment provided by the husband/wife, partner, parent, child or policyholder,
- l) medical treatment that took place after returning to the Czech Republic or to the insured's foreign residence, or to the state which granted citizenship to the insured,
- m) the funeral of the insured in the Czech Republic, or in the insured's foreign residence, after transporting the insured's remains from abroad.

Article 21 – Duties of the insured for “LVZ Insurance”

In addition to the obligations mentioned in article 11, the insured is obliged to submit to the insurer the “Notification of the insured event from the medical expenses insurance when travelling abroad”, a copy of the insurance contract and the originals of the following documents after reporting the insured event to the assistance service provider according to article 11.2. b), and immediately after returning (not later than 31 days from the occurrence of the insured event):

- a) the medical report, the bill for medical treatment stating the insured's name, date of birth, diagnosis, description of the disease, list of procedures, address of the medical centre, name and signature of the attending physician,
- b) the medical prescription stating the insured's name and date of birth, name and the signature of the attending physician; the pharmacy bill stating the medicament, price and the pharmacy's address,
- c) the police certificate for an injury due to a road traffic accident or if the insured event is investigated by the police,
- d) a confirmation of the professional adjustment of ski binding for an injury due to downhill skiing,
- e) a confirmation of using protective means according to article 11.1. f), or other proof of the use for an injury during business, sport or risk activities,
- f) if the insured dies, the person with the right to the indemnity according to Section 51 of the Insurance Contract Act submits the death certificate and medical certificate stating the cause of death,
- g) in the case of repatriation, supply the assistance service provider with all unused tickets which could otherwise be used.

Part III – Accident insurance**Article 22 – The subject of accident insurance**

22.1.

An accident is an unexpected and sudden affect of external/own force not dependant on the will of the insured and on the influence of unexpected and continuous affects of high or low external temperatures, gases, vapours, radiation (except nuclear radiation), electricity and poisons (except microbial poisons and immunotoxic substances) which harmed the insured's health or caused his/her death. Suicide, attempted suicide, intentional self-injury, heart attack or brain stroke are not considered accidents. On the other hand – drowning or a lightning strike are regarded as accidents.

22.2.

The insured event for accident insurance is an accident that occurs during the effective period and in the territory of the insurance effectiveness.

22.3.

The indemnity provided by the insurer if the accident occurs during a business activity of the insured within the business, sports or risk trip insurance is not considered as indemnity in terms of an accident at work.

22.4.

The insured is the beneficiary of accident insurance.

Article 23 – Types of accident insurance indemnity

23.1.

If an insured event occurs, the insurer provides indemnity for:

- an injury due to the accident,
- the permanent consequences of the accident,
- the death of the insured due to the accident.

23.2.

The insurer pays a lump sum benefit from the insurance. The request for the benefit must be written on the insurer's printed form based on the attending doctor's medical report. The permanent consequences are considered by the medical referee of the insurer.

Article 24 – The amount of indemnity for accident insurance

24.1.

The amount of indemnity for an injury due to an accident and for the permanent consequences of the accident is defined by the insurer in compliance with articles 25 and 26 and according to the Classification of indemnity for an injury due to an accident and Classification of indemnity for the permanent consequences of an accident issued by the insurer and valid at the time the accident occurs (hereinafter referred to as the "Classification"). The insured is entitled to see the Classification.

24.2.

The Classification can be amended by the insurer because of the development of medical science and practice.

24.3.

The amount of indemnity for death due to an accident is determined by the insurer according to article 27 and the stipulated sum insured.

Article 25 – Indemnity for an injury due to an accident

25.1.

If the insured suffers an accident which is also the insured event, the insurer pays the indemnity as a percentage of the sum insured defined in accordance with the Classification for the relevant injuries due to the accident.

25.2.

If the injury caused by the accident is not defined in the Classification, the amount of indemnity is determined according to similar damage that corresponds in its nature and extent.

25.3.

If the insured suffers several injuries caused by one accident, the amount of indemnity is determined by the sum of the percentages for single injuries; a maximum of 100% of the sum insured.

25.4.

If the insured dies before the indemnity for the injury due to an accident is paid but not because of the consequences of this accident, the insurer will pay the indemnity to the person authorized to claim it in accordance with Section 51 of the Insurance Contract Act.

Article 26 – Indemnity for the permanent consequences of an accident

26.1.

If the insured suffers permanent consequences after the accident, the insurer, after they have stabilized, pays the indemnity which is a percentage of the sum insured for single injuries corresponding to the extent of the permanent consequences after they have stabilized

stipulated in the Classification. If the consequences have not stabilized within 3 years from the day of the accident the insurer pays the indemnity that is a percentage of the sum insured and corresponds to the state of the consequences at the end of this period. If the Classification defines a percentage range, the amount of indemnity is determined so that it corresponds to the character and extent of the damage caused by the accident within the given range. The amount of indemnity is defined by the insurer based on the medical report about the examination of the insured by the medical referee of the insurer. The medical examination to discover the extent of the permanent consequences is arranged by the insurer at its own expense.

26.2.

If one accident caused several permanent consequences to the insured, the total permanent consequences are evaluated by the sum of the percentages for single consequences; a maximum of 100% of the sum insured.

26.3.

If the permanent consequences of the accident relate to a part of the body or organ which was already damaged before the accident, the insurer decreases the indemnity by a percentage that corresponds to the extent of the previous damage stipulated in the Classification as well.

26.4.

If the single consequences of accident are related to one or more injuries of the same limb, organ or its part, the insurer evaluates them in total and, as maximum, by the percentage defined in the Classification for anatomical or functional loss of the relevant limb, organ or its part.

26.5.

If the insured dies before the indemnity for permanent consequences due to an accident is paid but not because of the consequences of this accident, the insurer pays the indemnity to the person who is authorized to claim it in accordance with Section 51 of the Insurance Contract Act; the amount will correspond to the extent of the permanent consequences of the insured caused by the accident at the time of the insured's death up to the maximum sum insured for accidental death.

Article 27 – Indemnity for accidental death

27.1.

If the accident causes the death of the insured within one year from the day of the accident, the insurer will pay the beneficiary the sum insured for accidental death based on a written request, the submitted insurance contract and death certificate.

27.2.

If the insured dies within one year from the accident's consequences and the insurer has already paid for the permanent consequences of this accident, only the difference between the sum insured for accidental death and the amount of benefit already paid, is provided.

Article 28 – Exclusions from accident insurance indemnity

In addition to the exclusions given in article 10, the insurer does not pay out the benefit in the following cases:

- a) the development and deterioration of a hernia and tumours of all types and origins, varicose ulcers, diabetic gangrene, aseptic inflammation of the tendon sheath, inflammation of ligaments of muscles, of bursas, epicondylitis, prolapse of a spinal disc, acute spinal syndromes, acute vascular attack and retinal detachment,
- b) mental disorders,
- c) breakdowns, epileptic fits or other seizures and spasms affecting the whole body, if they are not the result of the accident,
- d) infectious diseases, even if transmitted due to the injury,
- e) accidents at work and job-related illnesses, the consequences of diagnostic, medical and preventive procedures not carried out to heal the accidents consequences,
- f) if the illness deteriorates or becomes obvious as a result of the accident,
- g) heart attacks or brain strokes,
- h) injuries caused by the influence of microbial poisons and immunotoxic substances or radioactive radiation.

Article 29 – Settlement limits of accident insurance

29.1.

In addition to the settlement limits given in article 12, the insurer is entitled to:

- a) decrease the benefit by up to a half, for an accident due to alcohol intoxication or administration of narcotic or psychotropic substances, or misuse of medicaments by the insured if the circumstances of the accident occurrence justify it. If such an accident caused the death of the insured, the insurer can decrease the benefit only if the accident occurred because of the activity of the insured which inflicted severe injury or death on a third party. However, this

limitation does not apply to medicaments containing the above mentioned substances if they are used as prescribed to the insured by a physician and if the physician or the medicine producer does not stress not to carry out any activity during the period of taking the drug, as it could result in damage or an accident.

- b) decrease the benefit by up to a half if the insurer discovers that the policyholder or the insured provided different information about the accident than that discovered by the investigation,
- c) decrease the benefit by up to a half if the insured's action was {according to b) of this article} intentional or particularly dangerous to the public and the circumstances of the case justify it.

29.2.

This right to indemnity does not apply to a person who, because of the death of the insured, will have the right to the insurance indemnity, if he/she caused the death of the insured intentionally, thereby committing a crime or was involved in such a crime and therefore lawfully sentenced by a court. The insurer is not obliged to pay until the court's decision comes into effect.

Article 30 – Duties of the insured for accident insurance

In addition to the duties given in article 11 the insured is obliged to:

- a) prove when and where the accident occurred,
- b) pay for the costs of a routine examination required by the insured. If the insurer provides additional indemnity based on this examination, it also pays for the costs of the examination,
- c) when an accident occurs submit the printed form "Notification of an injury and the medical certificate about the injury". If death occurs because of the accident the person who has the right to the indemnity according to Section 51 of the Insurance Contract Act submits the death certificate with the completed "Injury Notice" form.
- d) submit the documents, essential for paying the indemnity and required by the insurer. The insured is obliged to undergo a medical examination at the request of the insurer and inform the insurer about changes influencing the payment of indemnity. If these obligations are not satisfied, the insurer will not pay the indemnity.

Part IV – Liability insurance

Article 31 – Subject of liability insurance

31.1.

The insurance is arranged to cover the insured if he/she causes damage to another person by his/her activities while travelling according to article 6, and if the insured is liable for the damage because of violating the legal obligations or if the objective liability arises from the law despite a neglect of duty. The insurance covers damage caused to another person in relation to health, life and items. In addition, the insurance applies to the liability of the insured for other damage to property, i.e. damage which is not connected with damage of health, life or items.

31.2.

The indemnity also includes the costs of the injured party for the loss compensation proceedings.

31.3.

The insured event is regarded as any infliction of loss according to 31.1. in the effective period and in the territory where the insurance is effective.

31.4.

If the court decides on damage compensation, it is considered that the insured event occurred on the day when its decision comes into force.

31.5.

The authorized person for liability insurance is the person who suffers the incurred loss.

Article 32 – Liability insurance indemnity

32.1.

If an insured event occurs the insurer provides indemnity up to the stipulated limit.

32.2.

The indemnity paid for insured events occurring during the insurance period must not exceed the stipulated limit of the indemnity.

32.3.

The indemnity is provided directly to the damaged party in Czech Crowns. If the damaged party has a residence or domicile abroad, the indemnity can be paid out in a foreign currency.

32.4.

If an insured event occurs, the insurer provides the damaged party with loss compensation in the following ways:

- a) if health is damaged the insurer will pay the damaged party a financial amount that corresponds to the points stipulated in the valid legal regulation which determines liability for pain and suffering and

weakening of his/her social position, correctly spent expenses for medical treatment for the health damage caused by the insured event and loss compensation for earnings and income. If the damaged party dies the insurer pays the costs of maintenance and support of the bereaved that the damaged party maintained and supported or was obliged to. Compensation is provided to the bereaved if the costs are not covered by social security benefits paid out for the same reason. The maintenance costs of the bereaved are determined according to the valid legal regulations. The appropriate costs of the funeral are paid to the person organising the funeral if these costs are not covered by the funeral allowance in compliance with the Act on Public Health Insurance;

- b) if the health damage caused by the insured event results in a financial loss for the damaged party (must pay the cancellation fee etc.), the insurer pays the damaged party for these expenses based on documents submitted about the payment and the loss compensation to the insured,
- c) if an insured event occurred that caused property damage, the insurer pays the damaged party a financial amount which corresponds to the time price of the item i.e. when calculating the sum, the insurer takes into account the amount for the reasonable costs of repairing the damaged item decreased by the amount for the degree of wear and tear or other devaluation of the damaged item in the period before the insured event occurred and, in addition, decreased by the price of the remains and parts of the damaged item.

Article 33 – Exclusion from liability insurance

In addition to the exclusions given in article 10 liability insurance does not apply to:

- a) damage caused due to the operation of means of transport,
- b) damage to the means of transport, borrowed or rented by the insured and which he/she is authorized to use in return for payment (e.g. according to a lease purchase contract or lease contract),
- c) damage for which the insured is responsible to his/her husband/wife, or direct relatives or persons living with him/her in a common household,
- d) damage caused by usual activity, if the insured event relates to items in a household visited by the insured during his/her stay abroad, excluding health damage,
- e) liability for damage exceeding the extent defined by the legal regulations,
- f) damage that occurred because of a breach of the legal obligations of the insured before the inception of the insurance,
- g) damage resulting from the fact that the insured tolerated a breach of duties assigned to him/her by a third party,
- h) damage which the legal regulation imposes the duty of having liability insurance or stipulates that the inception of the insurance must be based on another legal fact,
- i) damage to items which the insured uses without authorization,
- j) damage to items that the insured took over for processing, repairing, adjusting, selling, depositing, storing or providing professional advice if they are damaged, destroyed or stolen; this exclusion does not apply if business trip insurance is arranged,
- k) damage to items on which the insured was ordered to carry out an activity, or damage to items which the insured supplied to someone else and the damage occurred because of bad quality; this exclusion does not apply if business trip insurance is arranged,
- l) damage caused by toxic substances, noise or radiation,
- m) damage to the natural environment (e.g. water/soil/air contamination, damage to flora and fauna etc.),
- n) damage to which the insured did not plead limitations or entered into an agreement to settle mutual obligations or approved the judicial settlement without the permission of the insurer
- o) damage related to loss of profit,
- p) damage caused by alcohol consumption, narcotic and psychotropic substances intoxication or misuse of medicaments by the insured and the circumstances of the accident justify it. If such an accident caused the death of the insured, the insurer will decrease the benefit only if the accident occurred in connection with the activity of the insured which inflicted severe injury or death on a third party. However, this limitation does not apply to medicaments containing the above mentioned substances if they are used as prescribed to the insured by a physician and if the physician or the medicine producer does not stress not to carry out any activity during the period of taking the drug, as it could result in damage or an accident.

Article 34 – Duties of the insured for liability insurance

In addition to the duties given in article 11 the insured is, in case of an insured event, obliged to:

- a) immediately inform the damaged party about his/her liability insurance and try to make a record about the damage occurred and its extent,
- b) if the insured event occurred under suspicious circumstances, or if the amount of loss exceeds CZK 3,000, the police or another body responsible for criminal proceedings must be immediately informed,
- c) if the insurer wants to prove the extent of the damage enable the insurer to investigate the matter in relation to the insured event,
- d) if the insured has the right to loss compensation from third parties, submit the indemnity claim to the insurer; if the insured waives the claim or right without the insurer's consent then the insurer is not obliged to provide payment up to the amount which it can claim from the third party,
- e) notify the insurer, without undue delay, that he/she accepted indemnity from other insurance contracts or is claiming it for the insured event,
- f) inform the insurer, without undue delay, if criminal proceedings against the insured or his/her employee have been initiated in connection with the insured event and notify the insurer of their progress and results and, in addition, if the damaged party is claiming the right for damage compensation in court,
- g) proceed in claiming for damage from the insured event in accordance with the insurer's instructions, the insured especially must not make a commitment to pay compensation for a statute-barred claim without the insurer's consent and must not agree on a judicial settlement without the insurer's consent; if the insurer does not advise otherwise, the insured must appeal against a decision for loss compensation in time,
- h) obtain the insurer's permission before he/she acknowledges or settles any claim or its part due to his/her liability for damage,
- i) notify the insurer of the damage by sending the completed form "Notification of an insured event from luggage insurance, liability insurance and tour cancellation insurance" and other documents proving the insured event occurred, e.g. police certificate, medical report etc.

Part V – Luggage insurance**Article 35 – The subject of luggage insurance**

35.1.

The subject of luggage insurance includes the luggage of the insured and his/her personal items commonly used for the length, nature and purpose of the trip, and also items which the insured provably obtained during his/her trip.

35.2.

The insurance covers the following cases:

- a) damage or destruction of the insured item by a natural disaster,
- b) damage or destruction of the insured item by water leaking from a water service device,
- c) damage, destruction, loss, theft or robbery of the insured item during a road traffic accident in which the insured participated; the insurance applies to the loss of the item only if the insured could not guard the item due to an injury caused by the accident,
- d) theft of the insured item where the right to the indemnity arises only if the insured items is stolen in a facility where the insured is staying or from a locked space used to transport luggage in a closed and locked vehicle with which the insured is travelling, including its trailer,
- e) robbery of the insured item which the insured had with him/her or which he/she confided to the care of another person,
- f) loss caused by damage or destruction of the insured item during a theft or robbery.

35.3.

The insured event is damage according to article 35.2. which occurred in the period of the effectiveness and in the territory of the effectiveness of the insurance.

35.4.

With luggage insurance the authorized person is the person who suffers the incurred loss.

Article 36 – Luggage insurance settlement limit and indemnity

36.1.

The stipulated indemnity limit covers the personal items of each insured person.

36.2.

The indemnity for one item is limited by the stipulated indemnity limit. The insurance is arranged with a deductible which is the amount determined by the policyholder and the insurer and through which the insured participates in the loss compensation for each insured event. The amount of the deductible is defined in article 45.2. The insurance is arranged for the time price of the item.

Article 37 – Exclusion from luggage insurance

37.1.

In addition to the exclusions given in article 10, the insurance does not apply to theft through breaking into a motor vehicle if the motor vehicle is parked at its destination or transit place from 22:00 p.m. to 6:00 a.m. as the transit place is considered a place of one overnight stay, not a short stopover. A parked motor vehicle is, for the purposes of this insurance, considered as a motor vehicle which is temporarily not supervised by its driver or other authorized person who is over the age of eighteen.

37.2.

Theft is not regarded as asportation of an item from a tent, trailer or similar facility with non-solid walls or ceilings (made of canvas etc.), even if they are locked; asportation of items from unlocked luggage or from luggage which has been cut open etc.; asportation of items in a non-destructive way, e.g. taking out through the bars of the object or motor vehicle; asportation of items from a motor vehicle or its luggage compartment when the method of entry is not discovered; asportation of items (except for a locked roof rack) fastened on the roof rack of a motor vehicle even if they are locked.

37.3.

A robbery is not regarded as asportation of an item by wrenching from the hand, snatching from the shoulder etc., if this action was taken without violence or the threat of violence.

37.4.

The insurance does not cover:

- cash, cheques, stamps and vouchers, fare tickets, air tickets, savings bankbook, the traveller's passport, driving licence and other documents, all types of certificates and licences, bonds, shares, deposits, investment and similar securities,
- jewels and jewellery, precious stones, precious metals, collector's items, antiquities, items of artistic or historical value (e.g. paintings, graphic artwork, glassware, porcelain, pottery etc.) and other valuables,
- audiovisual devices – i.e. radio receivers, gramophones, tuners, amplifiers, reel to reel tape recorders, CD players, televisions, video-recorders and their combinations, including all accessories, calculators, including all their accessories, in addition, individual aerial systems, including all their accessories, computer equipment, including peripheral devices and all accessories (printer, screen, mouse etc.) and other electronics. This exclusion does not apply to mobile phones, cameras, binoculars, video cameras and their accessories,
- items which were damaged, destroyed or stolen when they were confided to the transport provider against a confirmation, or deposited against a confirmation and items deposited in left luggage lockers,
- data, sound or video recordings on any media.

Article 38 – Duties of the insured for luggage insurance

In addition to the duties given in article 11, the insured is obliged to:

- a) notify the police (security body) if the insured event occurred under circumstances arousing the suspicion of a crime or attempted crime; if the damage exceeds CZK 500, to inform the police (security body) of all items which were stolen or damaged or destroyed by the offender and request a certificate about this notification,
- b) in the case of an injury due to a road traffic accident when, at the same time, a personal item of the insured is damaged and this damage is covered by the indemnity, to undergo, without undue delay, medical treatment and ask the physician for a relevant confirmation. If the circumstances of this case are investigated by the police, also request confirmation from the police,
- c) notify the insurer of the insured event by sending the completed form of "Notification of an insured event for luggage insurance, liability insurance and tour cancellation insurance" and other documents proving the insured event occurred, e.g. evidence about the method of overcoming the obstacles protecting the items against asportation, with the list of stolen, lost or damaged items; this is obligatory for each insured person; the costs for getting the protocol from the police and, eventually, the costs of the final investigation are paid by the insured,

- d) notify the insurer, without undue delay, that the item missing in the reported insured event, has been found; if the insurance benefit has been paid, return the amount of indemnity less the relevant costs needed to repair the item if it was damaged during the time from when the insured event occurred to the day when it was found, or he/she is obliged to return the amount of the value of the remains of the item if the item was destroyed in the defined period.

Part VI – Tour cancellation insurance

Article 39 – The subject of tour cancellation insurance

39.1.

The subject of tour cancellation insurance applies to the costs incurred because the tour was cancelled.

39.2.

The insured event is the tour being cancelled for the serious reasons mentioned below because of which the insured cannot participate in the paid tour and which arise in the effective period and in the territory of the insurance effectiveness:

- the death of the insured or one of his/her close relatives (i.e. husband/wife, children, parents, grandparents, brothers and sisters),
- serious acute illness, pregnancy complications up to three months before the expected birth, medical complications or injury of the insured or one of his/her close relatives who is also the insured person, if these persons require hospitalization or are confined to bed and need permanent care from the insured, according to the attending physician's decision and confirmation containing the exact period of treatment, diagnosis of acute illness, injury or pregnancy complications and confirming that the insured's state of health does not allow him/her to join the tour,
- any natural disaster (fire, explosion, floods, earthquake) in the place of residence of the insured which is confirmed by the local authorities and to the extent endangering the health, life and property of the insured,
- civic riots or natural disasters (earthquake, floods, forest fires, wind storms, volcanic activity) in the tour destination officially indicated by international and local authorities, or epidemics (the place where the epidemic occurs is identified by the Ministry of Health of the Czech Republic) endangering the health, life and property of the insured.

39.3.

With tour cancellation insurance the authorized person is the person who suffers the incurred loss.

Article 40 – Tour cancellation insurance indemnity

If an insured event occurs the insurer pays the insured and within one insurance contract, as a maximum, to one other insured fellow-traveller, who could otherwise go on the tour, an insurance benefit according to the actual amount of the cancellation fee which was verifiably paid because of the insured event for cancelling the ordered tour, as soon as it is proved that the insured really did not participate in the tour; however, up to the stipulated limit of indemnity as a maximum. The limitation on the number of other insured's fellow-travellers does not apply to his/her close relatives (i.e. husband/wife, children, parents, grandparents, brothers and sisters). This insurance is arranged with a deductible, the indemnity limit and the amount of the deductible are defined in article 47.

Article 41 – Exclusions from tour cancellation insurance

The insurer will not provide indemnity in the following cases:

- when the tour is cancelled because of a change of plans,
- if the insured is not granted a visa for the destination, or cannot take a holiday because of his/her employer,
- in the case of chronic illness, or a relapse or injury and its consequences, which the insured or his/her close relative suffered at the moment of entering into the insurance and the necessity of treatment could be foreseen before the beginning of the trip and stay,
- for damage due to alcohol, narcotic or psychotropic substances intoxication or misuse of medicaments by the insured,
- invalid the travel documents for a trip abroad.

Article 42 – Duties of the insured for tour cancellation insurance

In addition to the duties given in article 11, the insured is obliged to:

- cancel the ordered tour, without undue delay, if any of the situations mentioned in article 39.2. arise, and as soon as it is obvious he/she cannot participate in the tour,
- if the insured cancels the tour because of the fact mentioned in article 39.2., he/she must immediately inform the insurer about the loss by sending the completed form "Notification of an insured event from luggage insurance, liability insurance and tour cancellation

insurance", submit a confirmation of paying the cancellation fee and other documents proving the insured event occurred, e.g. medical confirmation of the injury, illness or other health problems from the attending physician; death certificate; police or medical report about the damage to health or property.

Part VII – Indemnity limits, sum insured and deductible

Article 43 - Indemnity limits for medical expenses insurance when travelling abroad

Limit class	Insurance period		Area E (in CZK)	Area S (in CZK)
A	up to 90 days	Total	1,250,000	1,750,000
	91 days – 1 year (incl. repeated trips)	Total	1,750,000	2,500,000
		Of this: teeth	5,000	7,500
B	up to 90 days	Total	2,500,000	3,500,000
	91 days – 1 year (incl. repeated trips)	Total	3,500,000	5,000,000
		Of this: teeth	5,000	7,500
		legal advice	25,000	25,000
		visit by a relative	25,000	25,000
	auxiliary staff (only business trips)	25,000	25,000	

The limits for stomatological treatment, or for above standard assistance services (article 18.3.) apply to one insured person and one insured event, the total limit applies to one insured person and the whole insurance period.

Article 44 – Sums insured with accident insurance

The sums insured are defined according to the limit class as follows:

a) limit class A:

For adults aged 18 and over the sum insured for accidental death is CZK 100,000, CZK 200,000 for permanent consequences due to the accident and CZK 20,000 for damage due to the accident. For children under the age of 17 the sum insured for accidental death is CZK 20,000, CZK 100,000 for permanent consequences due to the accident and CZK 20,000 for damage due to the accident.

b) limit class B:

For adults aged 18 and over the sum insured for accidental death is CZK 200,000, CZK 400,000 for permanent consequences due to the accident and CZK 40,000 for damage due to the accident. For children under the age of 17 the sum insured for accidental death is CZK 40,000, CZK 200,000 for permanent consequences due to the accident and CZK 40,000 for damage due to the accident.

Article 45 – Indemnity limits for luggage insurance

45.1.

This insurance is arranged with an indemnity limit of CZK 15,000 for each insured event. The maximum sum of indemnity amounts paid to one insured from all insured events that occurred during the insurance period can be double the indemnity limit.

45.2.

The indemnity for one item is limited to CZK 10,000; the insurance is arranged with a deductible of CZK 500.

45.3.

For children aged 17 and above travelling with an adult and named in the insurance contract, the insurance indemnity limit is CZK 5,000.

45.4.

If this insurance is arranged for children aged 17 and above travelling without an adult, the indemnity limit is CZK 15,000 (for each child).

Article 46 – Indemnity limits for liability insurance

The insurance is arranged within indemnity limits for one insured person for the whole insurance period:

- damage to health CZK 2,000,000,
- damage to an item CZK 1,000,000,
- pecuniary damage CZK 500,000.

Article 47 – Tour cancellation insurance indemnity

The insurer provides indemnity of 80% of the cancellation fee which was verifiably settled due to cancelling the purchased tour. However, the

maximum amount of tour cancellation indemnity is CZK 12,500 for one person for areas E and T and CZK 25,000 for one person for area S.

For information only