

# Allianz travel insurance

Comprehensive insurance with unlimited treatment costs

25.05.2018

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# PRE-CONTRACTUAL INFORMATION on the travel insurance policy

which is governed by PPCP25052018

As a party interested in concluding an insurance policy, we hereby inform you as follows in accordance with the applicable laws and regulations. This document serves to give you the basic information about the proposed insurance and, given its limited scope, contains only the most important particulars, which may also be generalized to the necessary extent for this purpose. This document shall not supersede the insurance terms and conditions or provide their complete summary.

## Insurer

Insurance company/insurer	Allianz pojišťovna, a. s.
Registered office	Czech Republic, , 186 00 Prague 8, Ke Štvanici 656/,
Registration information	ID No. 47115971, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 1815
Legal form	Joint stock company
Scope of business	Insurance, re-insurance and related activities
Email	<a href="mailto:info@allianz.cz">info@allianz.cz</a>
Telephone	241 170 000
Web	<a href="http://www.allianz.cz">www.allianz.cz</a>

Allianz pojišťovna, a. s. complies voluntarily with the Insurance Industry Code of Ethics issued by the Czech Insurance Association, which is available at [www.cap.cz](http://www.cap.cz).

A report on the solvency and financial situation of the insurer is available at: [www.allianz.cz](http://www.allianz.cz).

The information contained in this pre-contractual information document is valid for the period during which the offer for the conclusion of the proposed insurance, to which the information pertains is active. The offer shall remain valid for a period of one month from its submission, unless otherwise prescribed by the insurer.

## Information about the insurance policy

The insurance contract shall be governed by Czech law, particularly by Act No. 89/2012 Coll., the Civil Code (the Code), which also forms the basis for the establishment of relations prior to the conclusion of the policy. Disputes ensuing from the insurance shall be settled by the general courts of the Czech Republic. The insurance policy shall be concluded and communication between the parties conducted in Czech. The insurance contract shall be archived by the insurer. Please contact Customer Service on 241 170 000 if you are interested in perusing the insurance policy. We can, upon request, also provide you with other information pertaining to the concluded insurance.

## Policies concluded in the form of a remote transaction

The insurance can also be concluded in the form of a remote transaction, i.e. without the simultaneous physical presence of the parties.

The insurance offer in this case is made by means of remote communication, with the policy being concluded upon the payment of the first premium. If any particulars or facts mentioned in the attached proposed insurance are not correct, or do not correspond to the agreed / specified scope, the insurer can be contacted either in writing at the registered office of Allianz pojišťovna, a. s., Ke Štvanici 656/3, 186 00 Prague 8, or by telephone on 241 170 000.

## Duration of the insurance

The insurer shall provide insurance cover for the duration of the insurance (i.e. shall pay an insurance settlement in the event of a claim) and the policyholder is required to pay premiums.

The insurance is concluded for a definite time period, at least for one day (with the minimum premium being payable = a premium for the first three days) and at most for one year. The insurance shall expire upon the passing of the agreed period. The insurance period of the proposed insurance is set out in the draft insurance policy, which you should always read carefully, along with this document, prior to its conclusion.

## Features and scope of the insurance, manner of determining the amount of the insurance settlement, exclusions

### Scope of the insurance:

Travel insurance covers you on your travels and, as a rule, includes the following insurance: insurance of medical expenses abroad, accident insurance, baggage insurance, insurance of liability for damage and other loss, cancellation fee insurance and additional assistance services.

Note: Insurance of medical expenses abroad cannot be concluded for travel within the Czech Republic.

The insurance covers, to the extent specified in the insurance policy and the insurance terms and conditions, namely the risks ensuing from

- accidents or other medical problems;
- losses of or damage to baggage or other items;
- liability for damage or other loss caused by the insured and which he is obliged to reimburse another party for;
- losses incurred by the insured, which were incurred by the insured upon the billing of cancellation fees by the travel service provider.

In the case of an insurance event, the insurer shall render performance to the beneficiary under the conditions and to the extent specified in the insurance policy and the insurance terms and conditions, up to the amount of the agreed limits. The specific insurance parameters, including the insurance settlement limits, are set out in the draft insurance policy.

### Exclusions:

Exclusions are understood to mean things or risks that are excluded from coverage. The exclusions thus include conditions under which the insurer is not obligated to provide an insurance settlement.

The basic exclusions to the proposed insurance are mainly connected

- with treatment, medical transfer or repatriation in connection with an acute illness that existed before setting for the insured journey or with a chronic disease of the insured and its complications;
- with the deliberate act that causes the damage event, or is linked to the damage event;

- with the consumption of alcohol or use of addictive substances or preparations containing addictive substances; this does not apply to accident insurance;
- with the non-observance of binding legal regulations of the country in which the damage event occurred (namely absence of authorisation, certificate or other competence required by the legal regulations pertaining to a certain activity);
- with undertaking a professional sport or another dangerous activity (fireworks, stunt, rescue activities, etc.);
- with circumstances of an extreme character, which were a factor contributing to the damage event occurring (extreme climatic or socio - political conditions – e.g. polar expeditions or trips to war zones or territories that public authorities have advised against visiting).

The insurer is not obliged to provide a settlement if the insured party or fellow traveller

- does not absolve the attending physician of his duty of confidentiality towards the insurer;
- fails, after the insurance event, to submit to the insurer documents or other underlying documentation which he is obliged to submit;
- refuses to submit to a medical examination;
- does not arrange, at his own expense, for an official translation of the submitted documents into Czech, if said documents are not drawn up in English;
- does not inform the insurer truthfully about circumstances pertaining to the occurrence and extent of the damage event.

Other exclusions are listed in the travel insurance terms and conditions in Part I., Article 9 - General Insurance Terms and Conditions, Part II., Article 4 - Special Terms and Conditions (ZPP) for insurance of medical expenses; Part III., Article 3 - ZPP for accident insurance; Part IV., Article 3 - ZPP for baggage insurance; Part V., Article 3 - ZPP for damage liability insurance; Part VI., Article 4 - ZPP for additional assistance services; Part VII., Article 3 - ZPP for cancellation fee insurance; or additional insurance conditions and other arrangements of the insurance policy.

#### **Information about the amount of the premium**

The amount of the premium for individual insurance cover, including additional insurance cover (if concluded) is set out in the draft insurance policy.

#### **Methods and period of paying the premium**

In the insurance policy, the policyholder undertakes to pay the insurance premium for the duration of the insurance.

A lump-sum premium is set for the entire agreed period and is payable on the first day of the insurance period, unless otherwise agreed, and is usually paid in cash. When paying by bank transfer, the premium shall be deemed as duly paid on the day of its crediting to the insurer's account, unless otherwise agreed in the insurance policy. Payment of the premium is a necessary condition for the valid conclusion of the insurance policy.

#### **Taxes**

Income from insurance is governed by Act No. 586/1992 Coll., on Income Taxes, as amended. Benefits paid under a travel insurance policy are exempt from tax. Please contact your tax advisor in the event of any doubts regarding the taxation of insurance settlements.

Note: At the present time we are not aware of any other taxes that should be paid by the policyholder in connection with the proposed insurance. Such an obligation may, however, be included in the legislation in the future.

#### **Fees in excess of the premium**

A fee for the administration of the insurance may be charged in excess of the agreed premium at the amount currently valid in the event of the insurance being dissolved prior to the date specified in the insurance policy as the commencement of the insurance. The current fee list can be found at [www.allianz.cz](http://www.allianz.cz).

#### **Methods of insurance dissolution**

The insurance shall expire

1. upon the expiry of the insurance period;
2. upon the non-payment of the premium, by the futile expiry of the period (of a minimum duration of one month) specified by the insurer in the reminder notice for the payment of the outstanding premium or part thereof;
3. by agreement;
4. by way of termination submitted by the insurer or the policyholder within two months of the date of conclusion of the insurance policy;
5. by way of another termination – the conditions and termination period for the other termination options are specified in the insurance terms and conditions and in the Code;
6. by way of a withdrawal from the insurance policy (see below);
7. by a refusal to pay a benefit in the event of a breach of the policyholder's duties stipulated in the insurance policy or the insurance terms and conditions;
8. for other reasons stipulated in legal regulations or the insurance terms and conditions.

Upon the termination of the travel insurance policy, all the insurance forming a part of the travel insurance policy shall expire, with the exception of cancellation charges, so that they cannot be terminated or otherwise brought to a close separately. Cancellation fee insurance cannot be changed or cancelled during the course of the insurance, unless otherwise agreed in the insurance policy.

Please read carefully the draft insurance policy before its execution

Conditions and time periods related to the possibility of withdrawing from the insurance policy

Withdrawal	General regulation		Policies concluded outside of business premises	Policies concluded outside business premises *		
Who by	Policyholder		Insurer	Policyholder, who is a consumer	Policyholder	
Reason	Breach of the duty to truthfully and completely answer written questions when negotiating on the conclusion or amendment of the policy.	Breach of the duty of the insurer to call attention to irregularities, if it ought to have been aware of them when concluding the policy, between the proposed insurance and the interested party's requirements.	The policyholder or the insured intentionally or negligently violates the duty of responding truthfully to the insurer's written questions regarding facts of fundamental importance.	Without giving any reason. However, if the policyholder consented to the performance of the service commencing prior to the expiry of the withdrawal period and this service has been performed, he is prohibited from withdrawing from the policy.	Without giving any reason. However, if the policyholder consented to the performance of the service commencing prior to the expiry of the withdrawal period and this service has been performed, he is prohibited from withdrawing from the policy.	Giving the policyholder, who is a consumer, misleading information.
Time period	Two months from the date when he ascertained or ought to have ascertained a breach of the duty of making truthful statements.	Two months from the date when he learned or ought to have learned of the breach of the duty of making truthful statements.	Within 14 days of the date of the policy being concluded.	Within 14 days of the date of the policy being concluded or as of the date when he was notified of the insurance terms and conditions, if this notification occurs at his request after the conclusion of the policy.	Within three months from the date when he learned or ought to have learned of it.	
Settlement	The insurer shall refund the premiums paid, net of any insurance settlements that it may have rendered.	The insurer shall refund the premiums paid, net of any performance under the insurance policy as well as the costs connected with the conclusion and administration of the insurance. If the policyholder, the insured or another party received an insurance settlement, they shall, within this same time period, reimburse the insurer the amount of the insurance settlement paid that is surplus to the premiums paid.	If the policyholder requested, as part of the policy, for the provision of services to commence during the period for withdrawal from the policy, the insurer is entitled, in the event of the policyholder's withdrawal, to demand the payment of an amount proportionate to the scope of the services provided up till the time of withdrawal.	The insurer shall refund the premiums paid; in so doing, it is entitled to deduct the amount any performance under the insurance policy. However, if the insurance settlement paid exceeds the total premiums paid, the policyholder, or the insured or the beneficiary, as the case may be, shall pay the insurer the amount of the insurance settlement paid surplus to the total premiums paid.		
Exercise	In the event of the right to withdraw from the policy not being exercised, the insurance policy is valid and effective and binds the parties to perform the obligations contained therein. A withdrawal from the insurance policy must be made in writing and sent to the insurer's registered office. A specimen of the notice of withdrawal is available at <a href="http://www.allianz.cz">www.allianz.cz</a> .					

\* The rights to withdrawal contained in this paragraph do not apply to travel insurance (including insurance of related financial losses), baggage insurance or similar short-term insurance with an insurance period of less than one month.

### The consequences borne by the customer in the event of breaching the terms and conditions of the insurance policy

If the policyholder, the insured party or another party entitled to an insurance settlement breaches his statutory and/or contractual duties, this may, depending on the circumstances and contractual arrangements, result in a reduction or denial of the insurance settlement and/or the establishment of a right to reimbursement of the insurance settlement. Breach of duties may also establish grounds for termination of the insurance by way of notice or withdrawal.

### Method of resolving complaints

Complaints shall be delivered to the insurer's address, Allianz pojišťovna, a. s., Ke Štvanici 656/3, Prague 8, Post Code 186 00, and is resolved in written form, unless the parties agree otherwise. The said parties may also file their complaints to the Czech National Bank, Na Příkopě 28, 115 03 Prague 1 which is the authority with supervisory power over the insurance sector.

## TRAVEL INSURANCE TERMS AND CONDITIONS

(PPCP 25052018)

Valid from 25.05.2018

### INTRODUCTORY PROVISIONS

1. Private insurance (hereinafter the "insurance") is regulated by Act No. 89/2012 Coll., the Civil Code (hereinafter the "Act"). Allianz pojišťovna, a. s. (hereinafter the "insurer") issues these Travel Insurance Terms and Conditions in accordance with the Act (hereinafter the "PPCP"). If these PPCP or the insurance policy deviates from certain provisions of the Act, where in Act so permits, the provisions specified in these PPCP or in the insurance policy shall apply. If this deviation is not contained in the PPCP or the insurance policy, the provisions of the Act shall apply.
2. The PPCP form an integral part of the insurance policy, and thus if any provision of the Act contains a reference to an insurance policy, the provisions contained in these insurance terms and conditions are the same as though they were the insurance policy.
3. These insurance terms and conditions apply for the duration of the coverage taken out in the insurance policy. The policyholder must be demonstrably familiarised with them prior to the conclusion of the insurance policy. This shall not apply if the policy is concluded in the form of a remote transaction.
4. The PPCP are divided into Section I. (**General Insurance Terms and Conditions - hereinafter the "VPP"**), which contains the provisions generally valid for all coverage contained in the travel insurance, and Sections II. to VII. of these PPCP (**Special Insurance Terms and Conditions - hereinafter the "ZPP"**), or the **Additional Insurance Terms and Conditions (hereinafter the "DPP")** and other provisions of the insurance policy.
5. The following types of coverage can be taken out within the framework of travel insurance, the further details of which are contained in the ZPP:
  - a) insurance of medical expenses abroad (loss insurance);
  - b) accident insurance (capitalised insurance);
  - c) baggage insurance (loss insurance):
    - flight delay insurance (capitalised insurance);
    - delayed baggage insurance (capitalised insurance);
    - replacement sports equipment rental insurance (loss insurance);
  - d) damage liability insurance (loss insurance);
  - e) additional assistance services insurance (loss insurance);
  - f) cancellation fee insurance (loss insurance).
6. Travel insurance relates to business and tourist trips specified in the VPP, Article 1, paragraphs 1.29 and 1.44.
7. The policyholder has an insurance interest in his own life and health. It is understood that the policyholder also has an insurance interest in the life and health of another person, if he demonstrates this interest conditional on the relationship to this other person, whether resulting from kinship or is conditional the policyholder gaining a benefit or advantage from a continuation of this other person's life. The policyholder has an insurance interest in his own property. It is understood that the policyholder also has an insurance interest in another person's property, if he demonstrates that without this person's existence and preservation he would be in danger of suffering a direct property loss. If the insured party gave his consent to the insurance, it is understood that the policyholder's insurance interest was duly proven.

## GENERAL INSURANCE TERMS AND CONDITIONS

### Article 1 Definitions of terms

For the purposes of insurance taken out under these PPCP, the following terms have the meaning attributed to them below:

- 1.1 **acute illness** refers to a sudden illness which threatens the health or life of the sick person and which calls for essential and immediate treatment;
- 1.2 **assistance services** refers to an immediate accessible assistance provided on the basis of authorisation from the insurer to parties who find themselves in difficulties during an insured trip as a consequence of an insurance event;
- 1.3 **travel service price** refers to the total price of the jointly purchased services of all insured parties, from which the cancellation fee is calculated; expenses for airport and security fees and taxes and additional fuel fees can be included in the overall price;
- 1.4 **travel service** refers to a combination of services or an independent service provided to the end user in order to satisfy his needs in the area of recreation, tourism, culture and sport outside of his permanent residence (such as a tour, stay, air ticket, travel ticket, rental of a car or of a yacht);
- 1.5 **residence** refers to the place where a person resides with the intention to live there permanently, subject to changes in circumstances; such an intention may result from his declaration or the circumstances of the case;
- 1.6 **valuable items** refers to jewels and items made from precious metals, stones or pearls, watches, fur coats, all antiques and weapons;
- 1.7 **net current price** refers to the price which an item had immediately prior to an insurance event and is determined by the insurer on the basis of the new price of the item, taking into account its age, degree of wear and tear or other depreciation prior to the insurance event or to the appreciation of the item by virtue of its repair, modernisation or by another means;
- 1.8 **chronic illness** refers to a slowly developing illness (including post-traumatic states) which existed prior to the commencement of the insurance and was not stabilised at that time, i.e. required hospitalisation during the past 9 months or deteriorated or required a change of medical procedures or the use of drugs;
- 1.9 **theft** refers to the appropriation of an item by an offender in such a way that he appropriates the item by overcoming barriers designed to protect the item from being stolen;
- 1.10 **medical transport** refers to transport by a health service vehicle or by another transport means belonging to health service (not by a private vehicle);
- 1.11 **insurance settlement limit** refers to the upper limit of an insurance settlement agreed on in the insurance policy;
- 1.12 **burglary** refers to the appropriation of an item by an offender using violence or the threat of immediate violence against the insured party;
- 1.13 **minimum premium** refers to the rate for the first three days of the insurance, unless otherwise agreed in the insurance policy;
- 1.14 **substitute employee** refers to an employee who replaces the insured party in the place where they carry out their work and continues to perform his occupation upon agreement with the insurer's assistance service;
- 1.15 **subsequent damage** refers to any damage ensuing from damage to life, health or an item, especially loss of earnings and lost profit;
- 1.16 **beneficiary** refers to a person specified in the insurance policy by the policyholder by its name or by its relationship to the insured, who is entitled to an insurance settlement under the accident insurance in the event of the insured party's death;
- 1.17 **authorised party** refers to a person who is entitled to an insurance settlement as a consequence of an insurance event;
- 1.18 **next of kin** refers to a directly related person (such as father and son, grandfather and his grandson, great grandfather and great grandson), sibling and spouse or partner according to other legislation regulating registered partnerships. Other persons in a family or similar relationship are deemed to be persons closely related to each other if the loss suffered by one of them was felt by the other as its own. It is understood that next of kin also include persons related by marriage or person or persons permanently living together.
- 1.19 **insurer** refers to Allianz pojišťovna, a. s., with its registered office at Ke Štvanici 656/3, Prague 8, Post Code 186 00, Czech Republic;
- 1.20 **policyholder** refers to the party who concluded the insurance policy with the insurer and who is obliged to pay the premium under this policy;
- 1.21 **insurance event** refers to an accidental event covered by the insurance policy;
- 1.22 **insurance interest** refers to the justified need to protect against the consequences of an insurance event;
- 1.23 **stated-amount insurance** refers to coverage the purpose of which is to receive a sum of money, i.e. the agreed financial amount as a consequence of an insurance event at a level independent of the fact that damage has taken place or the extent thereof;
- 1.24 **loss insurance** refers to insurance the purpose of which is to compensate for damage arising as a consequence of an insurance event;
- 1.25 **insured trip** refers to a trip at the time and in the place specified by the insurance policy;
- 1.26 **insured party** refers to a natural person to whose life, health, property, liability or another value of insurance interest the insurance coverage relates;
- 1.27 **travel service provider** refers to a travel office, travel agency or party (entrepreneur) that provides or brokers a travel service;
- 1.28 **insurance administration fee** refers to the insurer's expenses connected with the administration of the insurance;
- 1.29 **business trip** refers to a business trip in accordance with the Labour Code and the Travel Expenses Act, as amended. The activities specified in paragraph 1.43 can also be carried out during these trips;
- 1.30 **professional sport** refers to sports activities undertaken for a payment on the basis of a contract with a sports organisation or which form the main source of a sports person's income;
- 1.31 **reasonable travel expenses** refers to expenses for the purchasing of a second class train ticket; bus ticket or, if the trip would take more than eight hours, an economy class air ticket;
- 1.32 **repatriation** refers to the transport of an injured or sick insured person by ambulance or aeroplane to the Czech Republic (hereinafter the "CR") or the transport of their remains in the event of their death, organised by the insurer's assistance service;
- 1.33 **group insurance** refers to coverage of members of a certain group, or their families and their dependents. The insurance policy need not specify the names of the insured parties can be determined without any doubts at least at the time of the insurance event;
- 1.34 **fellow traveller** refers to a person who is travelling jointly with the insured party and is specified on the same insurance policy or on the same travel document as the insured party;
- 1.35 **deductible** refers to an agreed financial amount by which the insured party participates in the insurance settlement and which is stipulated as a fixed sum, percentage or a combination thereof;
- 1.36 **sports equipment** refers to items used for sports purposes;
- 1.37 **sports**— sports are divided into 3 groups by their respective risk level. The performance of Basic Sports is included in the basic insurance premium rate. The performance of Risky Sports is insured for an additional (risky sports) premium. Sports listed in the category of non-insurance sports cannot be insured. The inclusion of a sport in the relevant category is determined by the insurer.  
The insured party is entitled to inspect the list of sports and their classification at the time of execution of the insurance policy at the insurer's premises or at the website [www.allianz.cz](http://www.allianz.cz);
- 1.38 **state of emergency** refers to a situation in which there is an immediate threat of damage to health or significant damage, or significant increase in the level of damage already suffered and which requires immediate resolution;
- 1.39 **cancellation invoice** refers to a document on the cancellation of a service issued by a travel service provider and containing the name of the persons cancelling the service, the date the service was cancelled, and the amount of the cancellation fee;

- 1.40 **cancellation fee** refers to a fee charged by the travel service provider for the service cancellation; the amount of this fee is determined in accordance with the travel service provider's commercial terms and conditions;
- 1.41 **damage event** refers to an event from which damage or loss was suffered and which could be the reason for the entitlement to an insurance settlement;
- 1.42 **terrorism** refers to planned, well thought out and politically or ideologically motivated violence against non-participating persons aimed at attaining the set objectives. The following are deemed examples of terrorism:
- 1.42.1 an attack on human lives which could cause damage to health or death;
- 1.42.2 the kidnapping of persons or the holding of hostages;
- 1.42.3 the destruction of government or public facilities, transportation systems, infrastructural facilities, including information systems, public places or private ownership, endangering human lives and causing economic losses;
- 1.42.4 the hijacking of an aeroplane, water craft or other public means of transporting persons or freight;
- 1.42.5 preparation for the use of and the subsequent use of weapons, explosives or nuclear, biological or chemical weapons with the aim of endangering human health and life;
- 1.42.6 the preparation and release of dangerous substances or the starting of fires or floods with the aim of endangering human health and life;
- 1.42.7 disturbing or interrupting supplies of water, electricity, or other basic natural resources with the aim of endangering human health and life;
- 1.43 **tourist trip** refers to recreational and sightseeing trips, study trips, work assignments and the performance of all sports at a recreational level, except for risky and non-insurable sports; the riskiness of sports activities for insurance purposes shall be determined by the insurer;
- 1.45 **injury** refers to the unexpected and sudden operation of external forces or a person's own strength independently of the insured party's will, which occurred during the term of the insurance and which damaged the health of the insured party or caused his death;
- 1.46 **initial age of the insured party** refers to the difference between the calendar year of the beginning of the insurance and the insured party's calendar year of birth;
- 1.47 **baggage** refers to the insured party's personal effects and sports equipment and kit customary for the purpose, character and duration of the insured trip;
- 1.48 **considerable damage to property** refers to damage of at least CZK 500,000;
- 1.49 **journey cancellation** refers to demonstrable conduct on the part of the insured party or other beneficiary during the term of the insurance involving the travel service provider no later than the commencement of the insured trip aimed at cancelling the trip;
- 1.50 **animal** refers to a living creature endowed with senses.

## **Article 2**

### **Scope and territorial validity of the insurance scheme**

- 2.1 Travel insurance can be taken out for trips abroad or in the CR; the specific insurance coverage applies to the territory agreed on in the insurance policy.
- 2.2 The persons explicitly named in the insurance policy are covered, unless otherwise agreed in the insurance policy.
- 2.3 Citizens of the CR or foreign nationals can be insured. A foreign national may be a policyholder only if his residence is in the CR, unless otherwise specified in the insurance policy.
- 2.4 The insurance of medical expenses abroad does not relate to loss events which take place during the insured party's stay in the CR and the territory of countries of whose health insurance system they are participants.
- 2.5 The insurance abroad does not relate to damage events which take place in the CR.
- 2.6 Insurance taken out for:
- 2.6.1 zone 3 relates to insurance events which take place in the CR;
- 2.6.2 zone 4 relates to insurance events which take place in Slovakia;
- 2.6.3 zone 5 relates to insurance events which take place in the United Kingdom of Great Britain and Northern Ireland and in the Republic of Ireland, and during stays in transit countries (Germany, France, the Netherlands, Belgium and Luxembourg), which may not exceed 48 hours;
- 2.6.4 zone 6 relates to insurance events which take place in Europe (with the exception of the CR) and the following countries: Algeria, Egypt, Israel, Morocco, Tunisia; Portugal including the Azores and Madeira, Spain including the Balearic and Canary Islands, the European part of Russia, and the European and Asian parts of Turkey;
- 2.6.5 zone 7 relates to insurance events which take place anywhere in the world apart from the United States of America and the Czech Republic;
- 2.6.6 zone 8 relates to insurance events which take place anywhere in the world apart from the Czech Republic.

## **Article 3**

### **Taking out and changing insurance coverage, the duration and termination of coverage, confirmation on insurance concluded**

- 3.1 The insurance policy must be in written form, otherwise it is invalid; the same also applies to amendments to the insurance policy.
- 3.2 The insurance policy is concluded upon the payment of the premium, which is a condition for the establishment of the insurance coverage, unless otherwise agreed in the insurance policy or stipulated in the PPCP.
- 3.3 Insurance can be taken out for a minimum of one day and a maximum of one year, unless otherwise agreed in the insurance policy.
- 3.4 The insurer will issue the policyholder an insurance certificate as confirmation of an insurance policy being concluded, even in the event that the insurance policy was concluded in the form of a remote transaction.
- 3.5 Insurance abroad commences:
- 3.5.1 in the case of daily rates, on the date specified in the insurance policy as the commencement of insurance, but not earlier than the moment the state border of the CR is crossed into a foreign country;
- 3.5.2 in the case of long-term rates, the date specified in the insurance policy as the commencement of insurance, but not earlier than the moment of the first or repeated (in the case of repeated trips during the term of the insurance) crossing of the state border of the CR into a foreign country. If the insurance is taken out at a time when the insured party is abroad, then the condition pertaining to crossing the state border of the CR does not apply;
- 3.6 Insurance abroad lasts until the moment of crossing the state border into the CR, but no later than the date specified in the insurance policy as the end of the insurance coverage. If, for reason of restricted transport caused by a sudden strike or civil unrest or sudden climatic or geological changes due to an earthquake, increased volcanic activity, flooding, an unfavourable meteorological situation and other natural catastrophes, the insured party cannot return to the CR on the originally scheduled date, the validity of the coverage is prolonged free of charge upon the insured party's request for the period of time necessary to return to the CR to the same extent as agreed on.
- 3.7 Insurance for the Czech Republic lasts from the moment the trip begins, but not earlier than the date specified in the insurance policy as the commencement of insurance, until the insured party returns, but not later than the date specified in the insurance policy as the end of insurance coverage.
- 3.8 If the insurance commencement date stipulated in the insurance policy is identical with the date on which the policy was concluded, the insurance cover is established at the moment the premium is paid to the insurer in the amount specified in the insurance policy. In this case, the hour and minute that the policy was concluded shall also be specified in the insurance policy. If the hour and minute is not specified in the insurance policy, the insurance cover shall commence at 00:00 hours of the day following the conclusion of the insurance policy.



3.9 Cancellation fee insurance commences with the payment of the premium, provided that it has been agreed on not later than one business day after the payment of a deposit, additional payment, or the total price of the travel service, and terminates on the date stipulated in the insurance policy as the commencement of insurance or the date on which the insurance interest dissolved, but not earlier than the start-up of the use of the first service constituting the object of the cancellation fee insurance.

3.10 In the event of the travel insurance policy dissolving, all the types of insurance coverage agreed on under this policy shall dissolve. The cancellation fee insurance cannot be terminated by notice or otherwise independently (with the exception of paragraph 10.3.4 of the VPP).

3.11 The provisions of the Act regulating the interruption of insurance in the event that the premium is not paid within 2 months of its maturity date do not apply in the case of this insurance scheme.

3.12 Insurance with a daily and semi-annual rate can be prolonged on the last day of the duration of the insurance coverage agreed on at the latest. Insurance with a semi-annual and annual rate cannot be prolonged.

3.13 Changes to the insurance scheme are effective on the date on which a proposal for a change of insurance scheme was accepted by the insurer or the policyholder, unless otherwise agreed.

#### **Article 4 Premium and the level thereof**

4.1 Travel insurance is an insurance scheme with an agreed single premium. The single premium is payable on the date the insurance policy is concluded, unless otherwise agreed, and is usually paid in cash. The premium is deemed to have been paid on the date on which the insurer or the insurance broker authorised to take receipt of the premium confirms receipt of the premium in cash, unless otherwise agreed in the insurance policy or in these PPCP. The premium is deemed to have been paid upon being credited to the account of the insurer or insurance broker, if authorised to take receipt of the premium, unless otherwise agreed in the insurance policy or in these PPCP.

In the case of a direct debit, the insurance commencement date shall be deemed paid as of the date when it is credited to the insurer's or the policyholder's account, if authorised to take receipt thereof, unless agreed otherwise in the insurance policy or these PPCP.

If the commencement date of the insurance is identical with the maturity date of the premium, payment of the premium refers to the submission of a payment order from the policyholder's account to the account of the insurer or the insurance broker authorised to take receipt of the premium.

4.2 The premium amount is stipulated in the insurance policy and determined in accordance with the insurer's tariff of charges.

4.3 If insurance is taken out for children who will be 15 years of age at the commencement of coverage, a reduced daily rate (children's premium rate) will (apply to them until the end of the calendar year in which they reach this age or until the end of the term of the insurance specified in the insurance policy; this does not apply to the cancellation fee insurance and annual and semi-annual rates of insurance, unless otherwise specified in the insurance policy.

4.4 A Insured parties older than 70 years pay the rate set forth in the current tariff of charges; this does not apply to cancellation fee insurance and supplementary baggage insurance. However, if the coverage commences in a calendar year in which the insured party reaches 70 years of age, the rate without additional charge applies to them until the end of the calendar year in question or until the end of the term of the insurance specified in the insurance policy.

4.5 Annual and semi-annual premium rates are set forth in the current tariff of charges.

4.6 If the insurance scheme dissolves prior to its commencement, the insurer will return the premium, as a rule reduced by an administrative fee.

4.7 A minimum premium does not apply in the case of annual and semi-annual rates of insurance and in the case of daily rates in the event of three or more persons being insured under the terms of a single insurance policy.

4.8 The insurer has a right to the premium for the duration of the insurance cover, unless specified otherwise in the insurance policy.

4.9 Cancellation fee insurance can be taken out with a premium equal to a percentage amount of the price of the service provided (e.g. excursion, trip, air ticket, travel ticket, rental of a car or yacht). In the case of the travel service being paid for in a foreign currency the insurer shall use the exchange rate officially announced by the Czech National Bank on the date the insurance policy was concluded for the purpose of calculating the premium.

#### **Article 5 Rates of premium**

5.1 The following rates apply to travel insurance, unless otherwise agreed in the insurance policy:

5.1.1 daily – insurance applies only to trips lasting 120 days at most for zones 3, 4 and 6; 90 days for zones 7 and 8;

5.1.2 semi-annual – insurance for 6 months, but for not more than 185 days applies to a continuous stay as well as to repeated short-term trips;

5.1.3 annual – insurance for a maximum of 365, or, as the case may be, 366 days relates, according to the insurance scheme in question, to:

5.1.3.1 continuous stays as well as repeated short-term trips;

5.1.3.2 repeated short-term trips, where the duration of one trip may not exceed 45 days, with the number of departures not restricted;

5.1.3.3 family insurance for two adults and one to three children aged up to 15 years of age, where the duration of one trip may not exceed 30 days, with the number of departures not restricted.

5.2 Supplementary baggage insurance can be taken out on top of the rates and schemes set forth in this Article with an insurance settlement limit of CZK 50,000, and the supplementary insurance of risky sports, unless otherwise agreed in the insurance policy. Supplementary baggage insurance cannot be taken out for the Czech Republic.

#### **Article 6 Insurance in the event of terrorism**

6.1 The insurance of terrorism-related risks relates only to medical expenses abroad under Section II. of the ZPP.

6.2 Insurance in the event of terrorism does not relate to persons who in any way participated or participate in the preparation, organisation or implementation of a terrorist attack or persons who travelled into a region affected or threatened by terrorist attack, or remain in such a region despite being warned by state bodies of the Czech Republic, state bodies of other countries, or important international institutions.

6.3 A certain restriction on or preclusion of the possibility of offering assistance services may take place as a consequence of a terrorist attack in a certain region. In such a case the insured party will be paid the expenses they purposefully incurred upon their return to the Czech Republic upon submitting original receipts.

#### **Article 7 Rights and duties of parties to the insurance**

7.1 The policyholder and the insured party are obliged to answer truthfully and fully all the written questions of the insurer relating to the insurance taken out. This also applies if there is a change of insurance scheme.

7.2 The insurer has the same duty as stipulated in point 7.1 in respect of the policyholder and the insured party. The insurance broker can also meet this duty on behalf of the insurer.

7.3 The policyholder is obliged, in the event of the insurance of a foreign risk, to familiarise the insured party/parties with the contents of the insurance policy relating to the insurance coverage of his/their insurance risk and to submit to the insured party/parties the relevant documents drawn up by the insurer.

7.4 The policyholder and the insured party are obliged to inform the insurer or its assistance service that they have concluded a different travel insurance or are insured by a different travel insurance scheme for a similar insurance threat and insurance risk and a similar period of time with a different insurer; part of this notification is a specification of the company name of the other insurer and the amount of the sum insured.

7.5 The policyholder is obliged, upon the request of the insurer or insurance broker, to corroborate that it has paid the premium (e.g. by submitting a copy of a bank statement).

7.6 If, after reporting an insurance event or after payment of a settlement, the policyholder, insured party or beneficiary finds the lost or stolen property to which the insurance event relates, they are obliged to report this fact to the insurer without undue delay; ownership of the found property does not transfer to the insurer. If a beneficiary has already received a settlement for this property, it is obliged to return it after deducting reasonable expenses that it had to incur to repair defects caused during the period of time during which it was unable to dispose with the property.

7.7 If the report of an insurance event contains knowingly false or grossly distorted material information relating to the scope of the reported event, or information regarding this event is deliberately concealed therein, the insurer shall be entitled to a reimbursement of the expenses it purposefully incurred in investigating the facts of which this data was disclosed or concealed to it. It is understood that the expenses demonstrably incurred by the insurer were incurred in a purposeful manner.

#### **7.8 The insured party is obliged:**

7.8.1 to make every effort during the term of the insurance to ensure that an insurance event does not take place and to take all possible measures to avert the threat of an insurance event or to mitigate the consequences thereof;

7.8.2 to comply with the relevant safety measures of the relevant country during the course of its activities, including the use of functional protective equipment (protective work aids, helmets when riding a bicycle, skiing and snowboarding, a helmet and lifejacket during water sports, etc.);

7.8.3 to inform the insurer, without undue delay, that an insurance event has taken place, to submit a truthful explanation of the cause and scope of the consequences of this event, of the rights of third parties and any multiple insurance; simultaneously to also submit to the insurer the requisite originals of documents relating to the damage event, and to proceed in the manner agreed in the insurance policy. The policyholder shall also have these duties;

7.8.4 to render all the necessary cooperation to the insurer during the investigation of the insurance event and to undertake without undue delay the tasks requested by the insurer;

7.8.5 to absolve a third party (namely a physician), upon request of the insurer, from a duty of confidentiality regarding facts related to the insurance event;

7.8.6 to have an official translation made, upon request of the insurer, of the documents essential for investigating the event at its own cost;

7.8.7 to request, upon request of the insurer, a statement from the "Individual Insured Person's Account" from the health insurance company and to submit it to the insurer;

7.8.8 to ensure that the right to compensation for damage caused by an insurance event, or another similar right which is established to its benefit in respect of a third party, is transferred to the insurer;

7.8.9 to submit to a medical examination conducted by a physician specified by the insurer in order to verify facts that are important in order to ascertain the insurer's duty to pay a settlement; the specified duty also relates to a fellow traveller;

7.8.10 to return the amount paid in full, if it was provided an insurance settlement to which it does not have a right under the insurance policy or the PPCP, even after the insurance has dissolved;

7.8.11 to corroborate, upon the insurer's request, the date of the last stay in the Czech Republic or the date on which the border was crossed from the CR (e.g. by air ticket, travel document, a certificate issued by the employer/school, a visit to an office or a physician, etc.) in the case of insurance of repeated trips.

#### **7.9 The insurer is obliged:**

7.9.1 to commence the necessary investigation, without undue delay, after the announcement of an event regarding which there is a requirement for a settlement, to ascertain the extent of its duty to make such a settlement;

7.9.2 to provide an insurance settlement to the extent agreed on under the insurance policy in the case of an insurance event;

7.9.3 to complete the investigation within three months of the damage claim being reported: this deadline can be prolonged by agreement. If the insurer is unable to complete the investigation within the deadline specified in the first sentence, it is obliged to inform the party exercising the right to an insurance settlement of the reasons why the investigation cannot be completed and to provide it a reasonable advance payment upon the request of said party. This shall not apply in the event of a reasonable reason for withholding the payment of the advance;

7.9.4 to pay the insurance settlement within 15 days of the end of the investigation; the investigation is deemed to have been completed as soon as the insurer reports the results thereof to the beneficiary; the insurance settlement is restricted to the upper limit unless otherwise agreed in the insurance policy;

7.9.5 the insurance settlement limits and the level of the deductible are given in the PPCP, unless otherwise specified in the insurance policy;

7.9.6 to pay a settlement under only one of the policies in the event of the conclusion of more than one insurance policy with the insurer for damage covering the same period and risk;

7.9.7 to pay the insurance settlement to a specified party with its residence or registered office in the CR in Czech crowns; the insurer shall use the exchange rate officially announced by the Czech National Bank on the date the insurance event occurred in order to convert a foreign currency amount into Czech crowns.

7.9.8 to respond to written questions posed by an interested party or the policyholder pertaining to the insurance cover against an insurance threat and to its scope;

7.9.9 to alert a party interested in taking out insurance of discrepancies between its requirements and the proposed insurance, ought it to know of such discrepancies;

7.9.10 The insurer is entitled to deduct from the insurance settlement any outstanding premiums or other receivables under the insurance.

## **Article 8**

### **Reduction of the insurance settlement as a consequence of a breach of duty**

8.1 If a lower premium was agreed upon as a consequence of a breach of the duty of the policyholder or the insured in the course of negotiations on the conclusion of the policy or a change thereof, the insurer is entitled to reduce the insurance settlement by an amount equal to the ratio of the premium that it received to the premium it ought to have received.

8.2 If a breach of the duties of the policyholder, the insured or another party entitled to the insurance settlement, had a material impact on the fact that the insurance event occurred, the course of the event, intensified the extent of its consequences, or impacted on ascertaining or specifying the level of the insurance settlement, the insurer may reduce the settlement commensurately to the impact this breach had on the extent of its duty to make a settlement. The insurer shall reduce the insurance settlement according to this paragraph whenever the occurrence and extent of the insurance event was caused by gross negligence on the part of the policyholder, the insured, a beneficiary or their representatives.

8.3 If the insured party or beneficiary does not meet its duty and does not submit the insurer the documents necessary to assess the insurance event and the extent thereof, the insurer is not obliged to provide a settlement to the extent which relates to a settlement which cannot be objectively evaluated because of failure to submit documents.

8.4 The insurer is also entitled to reduce the insurance settlement in the cases specified in the ZPP and the DPP relating to the relevant insurance coverage.

## Article 9

### General exclusions from the insurance settlement and restriction of the settlement

9.1 The insurer is not obliged to provide an insurance settlement in the cases specified in the ZPP and in the cases specified in the following paragraphs.

**9.2 The insurer will not provide an insurance settlement in cases where:**

9.2.1 the beneficiary caused the damage event deliberately or it was caused by another party upon the beneficiary's instigation;

9.2.2 the damage event could have been anticipated or it was known that it would take place prior to the commencement of the coverage;

9.2.3 the damage event caused detriment to health or possessions in connection with the use or consumption of alcohol or use of addictive substances or preparations containing addictive substances: this does not apply to accident insurance;

9.2.4 the damage event occurred in connection with an attempted suicide, suicide, or deliberate self harm on the part of the insured party;

9.2.5 the damage event occurred during the unauthorised performance of such an activity which requires special qualification or certification under the laws of the country in which the damage event occurred;

9.2.6 the damage event occurred in connection with the deliberate perpetration of a criminal act on the part of the insured party;

9.2.7 the damage event occurred in connection with the operation of any professional sport;

9.2.8 the damage event occurred during the driving of a motor vehicle, water craft, aeroplane or balloon for which the insured party did not hold the relevant licence or which was undertaken in defiance of official regulations or without the awareness or against the will of the holder or operator of said means of transport;

9.2.9 the damage event occurred during expeditions to remote places or to an environment of extreme social, political or climatic conditions, e.g. polar expeditions, expeditions to deserts, swamps, cave research, trips to extensive uninhabited regions; trips to regions that the state or local authorities or other public body has designated as a war zone or a zone that is dangerous in another way to life and limb and recommended that trips not be made to such regions;

9.2.10 the damage event occurred during the operation of pyrotechnical, caving, animal taming, stuntwork, artistic, rescue, emergency and deep mine activities, unless otherwise agreed in the insurance policy;

9.2.11 the damage event occurred because of war, invasion, the activities of a foreign enemy, military activities (regardless of whether war was declared or not), civil war, terrorism, uprising, rebellion, revolt, assembly, strike, lockout, civil unrest, military or assumed power, repressive interventions by state bodies and state security units, a group of persons with malicious intent, people acting for a political organisation or in connection with it, conspiracy, expropriation, confiscation for military purposes, destruction or damage on the instructions of the government acting de iure or de facto or of another public body, or whose cause was nuclear radiation from any source or radioactive contamination or the use of biological and chemical weapons; the insurer will provide full coverage if the insured party is exposed to the risk of nuclear radiation within the framework of a medical procedure under medical supervision, unless otherwise specified in the insurance policy. The exclusion will not be applied if, in the case of the insurance of medical expenses abroad, a damage event occurred in connection with terrorism.

9.2.12 the damage event occurred through nuclear radiation, the unauthorised release of radioactive substances or ionising radiation into the environment;

9.2.13 the insured persons in any way participated/participate in the preparation, organisation or implementation of a terrorist attack.

**9.3 The insurer is not obliged to provide a settlement if the insured party or fellow traveller:**

9.3.1 does not absolve the attending physician of his duty of confidentiality towards the insurer;

9.3.2 does not submit to the insurer after an insurance event documents or other underlying documentation when a duty to submit is stipulated in these PPCP;

9.3.3 refuses to submit to a medical examination;

9.3.4 fails to provide an official translation of the submitted documents into Czech at its own cost, if said documents are not drawn up in English;

9.3.5 does not inform the insurer truthfully about circumstances pertaining to the occurrence and extent of the damage event.

## Article 10

### Dissolution of insurance

**10.1 Expiry of term** – Insurance abroad will dissolve with the expiry of the day agreed as the termination of coverage, with the exception of cancellation fee insurance. Insurance for the Czech Republic will terminate with the return of the insured party from the insured trip, but with the expiry of the day agreed on in the insurance policy as the end of insurance at the latest.

**10.2 Failure to pay the premium** – If the insurer sends the policyholder a reminder notice on the payment of the premium in which it stipulates that the insurance shall dissolve if the premium is not paid within the additional payment period, the duration of which must be at least one month from the serving of the reminder notice, the insurance shall dissolve upon the futile expiry of this period. This also applies in the event of the non-payment of an instalment of the premium or part thereof.

**10.3 Agreement** – The insurer and the policyholder may agree on the dissolution of the insurance scheme. This agreement must contain a specification of the moment when the insurance coverage dissolves and the method of settling mutual obligations. The agreement must be concluded in writing, otherwise it shall be invalid; its written form is deemed to have been retained even if the draft agreement and its acceptance are on different documents. In order for the agreement on dissolution to be valid, its parties must stipulate therein the manner of their mutual settlement. If the moment of insurance dissolution is not agreed upon therein, it shall apply that the insurance dissolved the date of the agreement taking effect. The agreement must be concluded in writing, otherwise it shall be invalid.

**However, the agreement may be based only on the following principles:**

10.3.1 if, in the case of daily, semi-annual and annual rates, the insurance coverage is set to dissolve on the basis of a proposal from the policyholder submitted prior to the commencement of the insurance and the insurer accedes to this proposal, the insurer will refund the paid premium to the policyholder, usually reduced by an administrative fee, unless agreed otherwise in the insurance policy; if the insurance coverage dissolves only in the case of certain persons specified in the insurance policy, the insurer will refund the entire premium for these persons;

10.3.2 if the insurance coverage is set to dissolve on the basis of a proposal by the policyholder submitted after the commencement of the insurance and the insurer accedes to this proposal, the insurance coverage may dissolve on the date the draft agreement is delivered to the insurer, at the earliest. If the insurance dissolves on the basis of a request by the insured party or policyholder in the case of daily rates of travel insurance with a minimum premium in the first three days of the coverage, the insurer will retain the minimum premium for each person specified in the insurance policy who is to be excluded from the coverage. If the dissolution takes place on the fourth and any other day or the policy does not have a minimum premium, the insurer will refund the total unconsumed premium for persons who are to be excluded from the coverage. It is possible to submit, in the case of semi-annual and annual rates of travel insurance, a proposal within two months, at the latest, of the commencement of the insurance specified in the insurance policy; the insurer shall be entitled to the insurance premium equal to 50% of the insurance premium agreed in the insurance policy. ;

10.3.3 if a proposal for the dissolution of insurance coverage was submitted by the policyholder prior to or after the commencement of an investigation into an insurance event (paragraph 7.9.1), or after the payment of an insurance settlement, and the insurer accedes to this proposal, the policyholder will not have the right to a refund of the premium;

10.3.4 the proposal to enter into an agreement on the dissolution of cancellation fee insurance can be submitted by the policyholder not later than one day prior to the insured party being obliged to pay the travel agency a cancellation fee under the conditions of the signed travel contract.

**10.4 Withdrawal**

10.4.1 If the insurer ask the party interested in the insurance in writing during the course of negotiations on the conclusion of the policy or the policyholder during the course of negotiations on an amendment to the policy about facts that are relevant to the insurer's decision on evaluating the insurance risk, whether it will insure them and under what circumstances, the interested party or the policyholder shall answer these questions truthfully and completely. This duty shall be deemed to have been duly met if nothing substantial had been concealed in the answer.

10.4.2 If the policyholder or the insured party breached, either intentionally or negligently, his duty to answer truthfully, as prescribed in paragraph 7.1 or 10.4.1, the insurer shall be entitled to withdraw from the policy if it is proved that the insurer would not have concluded the policy had it received the truthful and complete answers to its questions.

10.4.3. The policyholder has the right to withdraw from the contract if the insurer ought to have been aware when concluding the policy of discrepancies between the proposed insurance and the interested party's requirements and failed to warn him about them. At the same time, the circumstances and the manner in which the insurance policy is concluded, as well as whether the other contracting party is being assisted in the conclusion of the policy by an agent who is independent of the insurer, shall be taken into consideration.

10.4.4 The right to withdraw from the policy shall expire if not exercised by the relevant party within two months from the date that he ascertained or ought to have ascertained a breach of the duty stipulated in paragraph 7.1 and 7.2.

10.4.5 If the policyholder withdraws from the policy, the insurer shall reimburse him within one month from the date on which the withdrawal becomes effective the premiums paid, net of any performance under the insurance policy, if any; If the insurer withdraws from the policy, it shall have the right to set off costs associated with the establishment and administration of the insurance. If the insurer withdraws from the policy under the situation where an insurance settlement has already been received by the policyholder, the insured party or another party, such a recipient shall reimburse the insurer in the same time period the amount of the insurance settlement paid that is surplus to the premiums paid.

10.4.6 If the policy was concluded in the form of a remote transaction and if no insurance protection was provided before the expiration of the time limit for withdrawal from the policy, the policyholder shall be entitled to withdraw from the policy, without giving any reason, within fourteen days from the date of its conclusion or the date on which the insurance terms and conditions were communicated to him, if such communication occurs upon his request after the conclusion of the policy.

10.4.7 If the policyholder withdraws from the policy pursuant to paragraph 10.4.6, the insurer shall reimburse him the premiums paid without undue delay, but not later than thirty days from the date on which the withdrawal becomes effective.

In the event of withdrawal by the insurer, the current amount of costs associated with the establishment and administration of the insurance shall also be deducted from the premiums paid.

#### **10.5 Refusal to provide an insurance settlement**

The insurer may refuse to provide an insurance settlement if the cause of the insurance event is a fact,

10.5.1 of which it learned only after the occurrence of the insurance event;

10.5.2 which it could not have ascertained whilst concluding or amending the insurance as a result of a breach of the duty set out in paragraph 7.1, and/or

10.5.3 if it had not concluded the policy having had knowledge of such a fact when concluding the policy or had it concluded it under different conditions.

#### **10.6 The insurance further dissolves**

upon the dissolution of the insurance interest, the dissolution of the insurance threat, on the date of the death of the insured party, on the date of the dissolution of the insured legal entity without a legal successor or on the date of the refusal to provide an insurance settlement, unless provided otherwise by the terms and conditions of the insurance policy.

10.7 The insurance may dissolve for other reasons specified in the Act.

### **Article 11 Complaints procedure**

11.1 Complaints are delivered to the insurer's address specified in the insurance policy and dealt with in written form, unless the parties agree otherwise. The complainant also has the right to contact the Czech National Bank with their complaint.

### **Article 12 Deliveries and written form**

1. A written document may have a paper, electronic or other similar form resulting from the achieved technical possibilities.

2. If the written form of a document is required by the applicable laws, such form shall be complied with if the signature of the legal act is replaced by mechanical means in cases where it is usual (particularly in cases of bulk correspondence, communication by electronic means, prior agreement or proposal by which the other party will abide, etc.). Mechanical means refer, for instance, to the facsimile signature.

3. Mutual delivery of written documents between the parties to the insurance takes place as follows:

a) by handing over in case of personal contacts;

b) with the use of a postal service provider to the postal address set forth in the insurance policy or demonstrably communicated by the other party after the execution of the insurance policy;

c) via an official website or mobile application of the insurer the access to which requires individually allocated login data and password, if the application allows such delivery. This applies only in cases that the policyholder or other party to the insurance has contracted the service provided by such application. The policyholder or another party to the insurance is notified of the delivery of documents by this way also by electronic mail or by a text message (SMSD) sent to the mobile telephone number provided by the policyholder or other party to the insurance (hereinafter also the "**notification message**");

d) electronically in accordance with the laws to the address designated in advance by the parties.

4. The policyholder or, if applicable, other parties to the insurance are obliged to advise the insurer of their respective current residence addresses or contact mailing addresses (contact postal and e-mail addresses), if different, where they actually reside and have an opportunity to pick up and take delivery of consignments, and which is protected from misuse by and access of third parties.

5. A written documents designated for the insurer will be delivered to its seat. A written document handed over by the policyholder or other party to the insurance to the insurance broker will be deemed delivered as of the date when it will be provably handed over by the insurance broker to the insurer (the employee appointed by the insurer).

6. A written document sent to a notified postal address with the use of a postal service provider will be delivered as of the date of delivery; in case of doubt, it is deemed to have been delivered on the third business day after dispatch or, if sent to an address in another country, on the fifteenth day after dispatch. Unless agreed otherwise, the kind of such document (e.g. ordinary or registered consignment, etc.) is designated by the sender.

7. A written document addressed to the policyholder, beneficiary or other party to the insurance, which is sent with return receipt or intended to be delivered to the addressee's own hands will be deemed delivered as of the date of its acceptance or refusal to accept. If the addressee was not intercepted, the document shall be deemed delivered as of the date when lodged with the postal licence holder, even in the case that the addressee did not learn about it. A document is also deemed delivered on the day when it is returned to the sender as undeliverable for any reason, with the exception of the special

procedure described in paragraph 10 of this Article (intentional frustration of delivery). This will not apply if the addressee proves that he could not pick up the document for a serious reason (e.g. hospitalisation).

8. A document sent by the insurer via its official website or mobile application will be delivered when saved in the application and prepared for collection. A document sent in the same manner by the policyholder or another party to the insurance which has contracted this service will be deemed delivered upon dispatch and registration in the application system.

9. A financial sum is deemed delivered to the insurer as of the date when such sum is credited to the insurer's account under the agreed payment identification (particularly a variable symbol).

10. Financial sums exceeding CZK 50,000 are provided by the insurer exclusively by cashless payment system.

11. Parties to the insurance may perform via an official web or mobile application such legal acts, deliver such notices or perform any other acts which are made technically possible by such applications, provided that the acting person is duly logged in, verified by an authorisation SMS code or another similar method ensuring its identification and proceeds in accordance with the conditions of use of such an application.

12. Any legal act, notice or any other act executed via an official web or mobile application of the insurer in accordance with the previous paragraph and the conditions of its use is deemed to be a written act made by the person who has logged in.

13. The insurer's official web or mobile application meets the conditions of a permanent data carrier.

14. The parties to the insurance are obliged to notify each other without undue delay of changes of any facts that are important for the delivery of documents and of their new postal or e-mail addresses. Such changes will become effective vis-à-vis the other party upon notification. If the sender has a reasonable doubt about the correctness of an address, the address will be deemed to be the address known to the sender upon its own search made in accordance with the laws.

15. If a party to the insurance breaches without an excusable reason the obligation to report any changes and to communicate a new postal or e-mail address or if it reports from the beginning an intentionally untrue, false or otherwise defective postal or e-mail address, such conduct is deemed to be frustration of delivery and the document delivered to such postal address will be deemed delivered on the third business day after dispatch or, if sent to an address in another country, on the fifteenth day after dispatch, and a document delivered to an e-mail address will be deemed delivered as of the date of its dispatch by the sender even if the addressee had no opportunity to familiarise itself with the contents of such document. Failure to report the current postal or e-mail address will prejudice the party that has breached such duty.

### **Article 13** **Final provisions**

14.1 Insurance claims cannot be transferred or pledged without the explicit consent of the insurer.

14.2 Travel insurance taken out on the basis of an insurance policy, part of which are these PPCP, shall be governed by the laws of the Czech Republic, with the courts of the Czech Republic having jurisdiction in the event of a dispute arising on the basis of this insurance. The same applies to insured risks abroad, unless the legislation of the country in which the insured risk is located specifies the application of its own regulations.

14.3 These PPCP are effective for insurance policies concluded as of 25.05.2018.

# SPECIAL TERMS AND CONDITIONS

## for the insurance of medical expenses abroad

### Article 1 Basic provisions

1.1 The insurance covers the following:

1.1.1 appropriate expenses incurred on essential medical, surgical or other health care provided to the insured party outside the Czech Republic and outside the territory of the country whose medical care insurance system he is a party to;

1.1.2 basic assistance services provided to the insured party abroad by the insurer's assistance service in the event of an emergency or in connection with an insurance event.

1.2 The insurer will provide an insurance settlement up to the following limits in the event of an insurance claim, unless otherwise specified in the insurance policy:

medical expenses abroad	limits of insurance settlement
outpatient medical treatment	no limit
drugs and other medical care materials	no limit
hospitalisation, including transport to hospital	no limit
treatment, diagnosis and operations	no limit
activities of rescue units and mountain rescue teams	no limit
repatriation to the CR	no limit
transport expenses of the next of kin in the event of repatriation of the insured party	no limit
acute dental treatment	CZK 10,000 for the term of the policy
accommodation expenses of the next of kin in the event of the hospitalisation of the insured party	max. 5 days / CZK 2,000 per day
insurance of risks related to terrorism (medical expenses abroad)	CZK 1,500,000
repatriation related to terrorism	CZK 1,500,000

1.3 Terrorism-related risks are covered as part of the insurance of medical expenses abroad, as opposed to other types of travel insurance.

1.4 If the insured party is not able to return to the CR during the term of the insurance as a consequence of an insurance event, and the insurer's assistance service organises for repatriation of the insured party when its state of health so permits, the validity of the insurance of medical expenses abroad is prolonged until the moment the Czech border is crossed.

### Article 2 Insurance event

**2.1 The following are deemed to be insurance events within the framework of the insurance of medical expenses abroad:**

2.1.1 provision of medical, search or rescue services to the insured party for reason of his acute illness, accident or death, which occurred during the term of the insurance.

**2.2 The insurer will pay the following expenses in connection with an insurance event:**

2.2.1 acute dental treatment for the immediate elimination of pain;

2.2.2 the essential medical transportation of the insured party from the site of the insurance event to the nearest first aid facility and back to his place of residence abroad or a place specified by the attending physician and other medically substantiated transport approved in advance by the insurer's assistance service;

2.2.3 the examination, treatment and medical services necessary to stabilise the insured party's state of health to such an extent that he is able to continue the planned trip or to be repatriated;

2.2.4 an emergency operation if agreed to in advance by the insurer's assistance service;

2.2.5 drugs and other medical resources necessary for treatment and demonstrably prescribed by the attending physician;

2.2.6 the repatriation of a sick or injured insured party to the CR if his state of health so permits and if it is not possible to use the originally planned means of transport on the original date on the basis of a decision reached by a doctor for health reasons;

2.2.7 the repatriation of remains to the CR in the event of the death of the insured party abroad or expenses for the storage of the physical remains of the insured party or their cremation at the place the insurance event occurred;

2.2.8 the activities of the rescue units and mountain rescue teams.

### Article 3 Scope of assistance services

3.1 The insurance of medical expenses abroad includes assistance services which are provided by the insurer's assistance service. This involves the submission of information and the organisation of medical care, payment of expenses on behalf of the insured party, and the organisation of transport.

**3.2 The insurer's assistance service submits information and arranges medical care using the following methods:**

3.2.1 it informs the foreign medical care centre of the insured party's insurance cover;

3.2.2 it holds consultations on the insured party's state of health;

3.2.3 it recommends and mediates the appropriate medical care;

3.2.4 it provides ongoing information on the insured party's state of health and monitors the method and course of treatment, and maintains contact with the doctors who provide medical care to the insured party;

3.2.5 it maintains ongoing contact with the insured party and submits statements to the next of kin specified by the insured party or mediates communication between the insured party and the medical facility.

**3.3 The insurer's assistance service mediates and arranges for the payment of the following expenses:**

3.3.1 for hospitalisation in accordance with and to the extent of the PPCP;

3.3.2 for accommodation of the insured party after his release from hospital if he has missed the means of transport originally planned for his return from the trip because of hospitalisation, but only until the insured party has the possibility of travelling by other means of transport to the CR or is repatriated to the CR;

3.3.3 for the accommodation of one of the insured party's next of kin in the place where the party is hospitalised up to a limit agreed on in the event of hospitalisation lasting more than seven days and the serious state of health of the insured party not allowing for its repatriation to the CR;

3.3.4 for out-patient treatment if requested by the insured party.

**3.4 The insurer's assistance service provides transport services as follows:**

3.4.1 it organises for the repatriation of a sick or injured insured party to the CR if his state of health so permits and if it is not possible to use the originally planned means of transport on the originally scheduled date on the basis of a decision reached by a physician for health reasons; the repatriation date and type of transport means will be elected by the insurer's assistance service, which will also arrange for a qualified escort, if necessary (physician, nurse);

3.4.2 it organises, in the event of the death of the insured party abroad, for the repatriation of the physical remains of the insured party from the place where they are stored abroad to the Czech Republic or to the country of his last residence, or the storage of the physical remains of the insured party or their cremation in the place of the insured party's death;

3.4.3 it arranges, on the basis of a recommendation by the attending physician, for the transport of the insured party, including a qualified escort, to a better equipped facility of a corresponding level if the medical facility originally selected is unsuitable in light of the insured party's state of health; the decision on the date and transport means will be a matter for the insurer's assistance service, which will take into account all circumstances, above all the state of health of the insured party and the seriousness of the situation;

3.4.4 it will organise for the transport of one next of kin of the insured party covered by this insurance to the CR, if the transport originally envisaged to be used for returning to the CR cannot be used for reasons related to the insurance event;

3.4.5 the insurer's assistance service will arrange, in the event of a long-term trip abroad, for the transport of the insured party to the CR for the purpose of carrying out an operation in the CR and back to the place he was staying abroad, if the operation is a necessary part of the treatment of an injury or illness which occurred abroad during the term of the insurance and which, though essential, is not urgent; in this case the reasonable travel expenses for transport of the insured party to the CR and back are paid on condition that the reasonable expenses referred to are lower than the cost of the operation abroad.

3.5 Assistance services are provided within the framework of the possibilities of legal regulations and are conditional on the consent of the competent bodies. The insurer is not responsible for a delay or the impossibility of a task being carried out by the assistance services as a consequence of war, domestic unrest, terrorism, the risks of nuclear energy, or any other objective impossibility to act.

3.6 If the consequence of a terrorist act is that the provision of assistance services in the area in question is restricted or made impossible, the purposefully incurred expenses will be refunded to the insured party after his return to the Czech Republic upon the submission of the original accounts.

3.7 If, upon the request of the insured party, the assistance service provides assistance in cases not covered by this insurance, the insurer's assistance service or the insurer has the right to be compensated by the insured party for the amounts which it spent in connection with this assistance.

#### **Article 4**

##### **Exclusions from insurance coverage**

**4.1 The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and also in cases in which:**

4.1.1 the insured trip was taken for the purpose of treatment;

4.1.2 the damage event occurred during an insured trip which a physician had not advised or had forbidden the insured party from taking;

4.1.3 the insured party refuses the treatment recommended by the insurer's assistance service and attending physician;

4.1.4 repatriation or medical transportation of the insured party is possible from a medical point of view but is refused by the insured party: the insurer's duty to provide a settlement ceases from this moment onwards.

**4.2 The insurance of medical expenses abroad does not relate to the following:**

4.2.1 preventative vaccinations, vitamins, nutritious and revitalising products, preventative medical examinations, and the issuing of sick notes;

4.2.2 prostheses, modification of the jaw, dental crowns and aids (e.g. glasses, contact lenses, orthopaedic pads, thermometers, etc.);

4.2.3 treatment, medical transport or repatriation in connection with an acute illness existing before taking the insured trip or in connection with a chronic illness suffered by the insured party or complications thereto;

4.2.4 treatment, medical transport or repatriation in connection with an injury which occurred prior to the commencement date of the insurance;

4.2.5 treatment, medical transport or repatriation in connection with mental disorders or illnesses, including depression, unless they demonstrably occurred as a consequence of an injury which is an insurance event under these PPCP;

4.2.6 the treatment of sexually transmitted diseases or AIDS;

4.2.7 expenses connected with artificial insemination and any sterility treatment;

4.2.8 contraception, verifying pregnancy, pregnancy examinations, deliberate termination of pregnancy;

4.2.9 any expenses in the event of a risky pregnancy;

4.2.10 expenses connected with normal pregnancy after the end of the 26<sup>th</sup> week of pregnancy and all of its complications and consequences (including birth);

4.2.11 a stay and treatment in spa facilities, sanatoria, treatment facilities, convalescence homes, and similar facilities for the purpose of submitting to rehabilitation, chiropractic and physiotherapeutic procedures or treatment;

4.2.12 treatment by methods not generally recognised by the scientific community and the removal of the consequences or complications of such treatment;

4.2.13 examinations and treatment undertaken by a family member;

4.2.14 expenses incurred after the insured party refuses medical care, refuses recommended hospitalisation, or discharges themselves from hospital without good reason;

4.2.15 expenses incurred after the insured party refuses to be transported to another medical facility or to the CR recommended by the assistance service and approved by a physician;

4.2.16 cases in which a damage event takes place during the operation of an uninsurable sport or risky sport which is insurable for an increased basic rate, without such a rate having been agreed on.

**4.3 The insurer has the right not to provide an insurance settlement if:**

4.3.1 the insured party or beneficiary does not contact the insurer's assistance service and does not comply with its instructions in cases in which PPCP and the insurance policy instruct it to do so.

**4.4 Besides the reasons stipulated in Article 8 of the VPP, the insurer has the right to reduce the insurance settlement if:**

4.4.1 The consequences of the insurance event deteriorate as a result of the insured party not complying with the relevant safety measures, including the use of protective aids and equipment; in such cases the insurer is entitled to reduce the insurance settlement by up to 50% depending on the seriousness of the breach and its consequences.

**4.5 Reimbursement of expenses**

4.5.1 If the insured party does not meet his duty stipulated in Article 5.1.1 of these ZPP to immediately contact the assistance service in the event of his hospitalisation, as a consequence of which the insurer cannot receive a reduction on the medical services provided by the medical facility where the insured

party is hospitalised, the insured party has a duty to compensate the expenses incurred by the insurer due to such conduct. The amount of the expenses is the difference between the expenses genuinely paid and the expenses which would have been paid had a reduction been attained. This receivable can be offset against the insurance settlement.

4.5.2 The insurer is not obliged to pay default interest on unpaid invoices for medical expenses from abroad.

4.5.3 If the insurer provides an insurance settlement in the form of the payment of expenses to a foreign medical facility or the provision of assistance services for reason of urgency, and it comes to light during the subsequent investigation that the insured party did not have a right to the insurance settlement or assistance service, the insured party or that party to whose benefit a service was provided by the insurance company is obliged to return the settlement and to pay all related expenses. This receivable can be offset against the insurance settlement.

4.5.4 If the insurer's assistance service organises the services specified in paragraph 3 of these ZPP and the insured party or another party specified in this Article does not use them, this party is obliged to reimburse the insurer for the costs linked with the provision of said service. This receivable can be offset against the insurance settlement.

## **Article 5**

### **Rights and duties**

#### **5.1 The insured party, beneficiary or fellow traveller is obliged:**

5.1.1 to contact the insurer's assistance service immediately and abide by its instructions in cases of:

5.1.1.1 hospitalisation, where he is obliged to inform the assistance service immediately after acceptance to a hospital (if his state of health so permits);

5.1.1.2 a more complex diagnostic examination using specialised instruments (with the exception of regular X-ray and sonographic examinations and blood tests) to ascertain the state of health in the case of out-patient treatment prior to it being undertaken;

5.1.1.3 scheduled physiotherapy or chiropractic treatment, rehabilitation procedures and treatment demonstrably prescribed by the attending physician;

5.1.1.4 the death of the insured party;

5.1.1.5 an urgent medical operation, when he is obliged to inform the insurer's assistance service prior to it being undertaken;

5.1.2 to inform the insurer that an insurance event has taken place immediately, but not later than 14 days of the insurance event, even if no expenses were involved in connection with treatment;

5.1.3 in the case of an insurance event connected with a traffic accident or criminal act, to contact the police without undue delay and to obtain a police protocol and submit it to the insurer;

5.1.4 to submit originals of the accounts or documents related to the insurance event immediately to the insurer, along with other requested documents.

## **Article 6**

### **Exercise of a claim to an insurance settlement**

6.1 The insured party will exercise a claim for the reimbursement of expenses incurred linked with out-patient treatment with the insurer without undue delay by submitting the completed Damage Event Report (Insurance of Medical Expenses Abroad) form in written or electronic form ([www.allianz.cz](http://www.allianz.cz)), and attach the following thereto:

6.1.1 a medical report from the attending physician containing the diagnosis;

6.1.2 medical prescription for the drugs purchased;

6.1.3 the original of the bill for the treatment or drugs;

6.1.4 a police protocol in the event of a traffic accident or criminal act.

6.2 The insured party is obliged to submit to the insurer other documents corroborating his claim for an insurance settlement upon the latter's request.



# SPECIAL TERMS AND CONDITIONS

## for accident insurance

### Article 1 Basic provisions

1.1 The subject of the insurance is daily compensation for the period of the essential treatment of an injury, the permanent consequences of an injury to the insured party, or the death of the insured party as consequence of the injury.

1.2 The insurer will provide a settlement from accident insurance at the level specified in these ZPP if the injury to the insured party takes place during the term of insurance on the territory covered by the insurance scheme.

1.3 Accident insurance is agreed on for the following risks and sums insured, unless specified in the insurance policy otherwise:

accident insurance	sum insured
death as a consequence of an accident	CZK 200,000
permanent consequences of an accident, relative settlement from the sum insured	CZK 400,000
for the period of essential treatment	CZK 100/day

### Article 2 Insurance event

2.1 Under the terms of the accident insurance, an insurance event is an accident suffered by the insured party by the unexpected and sudden operation of external forces or a person's own strength independently of the insured party's will, which occurred during the term of the insurance and which damaged the health of the insured party or caused his death. The insurer will also make a settlement for damage to health caused to the insured party by the following:

2.1.1 sickness caused exclusively by the consequences of the accident;

2.1.2 localized festering after the intrusion of infectious germs into an open wound caused by the accident;

2.1.3 tetanus or rabies infection during an accident;

2.1.4 diagnostic, medical and preventative measures undertaken in order to treat the consequences of the accident;

2.1.5 unexpected and uninterrupted operation of high or low exterior temperatures, gases, steam, electrical current and poisons (with the exception of microbiological and immunotoxic substances).

### Article 3 Exclusions from insurance coverage

**3.1 The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and in the following cases:**

3.1.1 during the operation of any of the risky sports specified in the VPP paragraph 1.37, unless an additional premium has been paid;

3.1.2 during the operation of any of the sports specified in the VPP paragraph 1.38, unless otherwise specified in the insurance policy;

3.1.3 in connection with a cosmetic measure or interventions.

**3.2 The insurer does not have a duty to provide an insurance settlement for:**

3.2.1 the incidence and deterioration of hemias, tumours of all kinds and origins, formation and deterioration of aseptic inflammations of tendon sheaths, muscle insertions, bursae itis and epicondylitis, and sudden strokes;

3.2.2 injuries to the spine, apart from injuries involving damage to the spinal cord or a broken vertebrae;

3.2.3 infectious diseases, even though they were transmitted by an injury;

3.2.4 diseases and occupational diseases;

3.2.5 deterioration or incidence of sickness as a consequence of an accident;

3.2.6 mental disorders and changes of psychological state regardless of how they were caused, unless there is organic damage to the central nervous system as a result of the accident;

3.2.7 an accident which takes place as a consequence of an epileptic seizure, mental disorder or disorder of consciousness, and sudden strokes or other episode of convulsions;

3.2.8 pathological broken limbs, including broken limbs as a consequence of osteoporosis;

3.2.9 an accident which takes place as a consequence of poisoning after the consumption of solid or liquid substances; this exclusion does not relate to children up to ten years of age, unless the poisoning was caused by foodstuffs;

3.2.10 pathological interruption or degeneratively altered muscles, tendons, ligaments or sockets caused by the development of internal muscle strength;

3.2.11 the pulling of tendons, muscles, ligaments or sockets.

**3.3 Furthermore, the insurer does not have to provide a settlement in the case of an insurance event in which the insured party:**

3.3.1 does not demonstrate by a credible means that the accident occurred during an insured trip;

3.3.2 does not seek immediate medical attention during the insured trip or does not respect the doctor's advice and recommendations, as a result of which the consequences of the insurance event deteriorate.

**3.4 The insurer has the right to reduce the insurance settlement by up to one half:**

3.4.1 if the accident occurred as a consequence of the consumption by the insured party of alcohol or the use of addictive substances or products containing addictive substances and the circumstances under which the accident occurred bear this out. However, if such an accident causes the death of the insured party, the insurer will only reduce the settlement if the accident occurred in connection with the conduct of the insured party which caused severe detriment to health or the death of a third party. But the insurer does not have such a right if the substances under the first sentence contained drugs which the insured party was using in accordance with the method prescribed by the doctor, and if he had not been warned by the doctor or drug manufacturer that it was not possible to carry out activities during such time as these drugs were being taken, as a consequence of which the accident occurred.

3.4.2 in the event of an injury suffered by the insured party in a traffic accident during which the insured party was in serious breach of the traffic code, e.g. travelling at an unreasonable or forbidden speed, driving through a red light, failing to give right of way, etc.;

3.4.3 if the accident occurred while the insured party was involved in conduct for which he was convicted for the criminal act of negligence;

3.4.4 if the insured party reports the accident more than one month after the completion of treatment.

## **Article 4**

### **Insurance settlement**

#### **4.1 Insurance settlement of daily compensation for an average period of treatment of the consequences of an accident**

4.1.1 The right to an insurance settlement of daily compensation for the average period of treatment of the consequences of an accident will apply if the genuine period of essential treatment of the consequences of an accident is at least eight days. In such a case the insured party is paid an insurance settlement corresponding to the daily compensation multiplied by the average period of treatment specified for the physical injury in question in the evaluation table for the average period for treating the consequences of an accident (hereinafter the "evaluation table"), which the insured party has the right to inspect at the insurer's. The insurer reserves the right to supplement and change the evaluation table depending on the development of medical science and practice, if as a consequence of this development there is a significant change to the average time for the treatment of any of the physical injuries specified in the evaluation table. The amount of the insurance settlement is specified by the insurer in accordance with the evaluation table valid at the time of the accident being reported.

4.1.2 If the physical injury caused by the accident is not specified in the evaluation table, the insurer will specify the period of treatment for which it will provide a settlement according to that physical damage specified in the evaluation table which is commensurate to the type and scope of physical injury being applied.

4.1.3 If the insured party suffered several physical injuries of various types as a result of the one accident, he will be provided a settlement for the injury whose average period of treatment is the longest according to the evaluation table.

4.1.4 The insurance settlement for the average period of treatment consisting of the dislocation of a joint will only be provided if the dislocation was treated by repositioning (remedying) carried out by a doctor.

#### **4.2 Insurance settlement for permanent consequences of an accident**

4.2.1 If the accident suffered by the insured party leaves permanent consequences, the insurer is obliged to pay that percentage of the sum insured which corresponds to the extent of the permanent consequences for individual physical injuries according to the table for the evaluation of permanent consequences (the "table"), which the insured party has a right to inspect at the insurer's. The insurer will not provide a settlement for other permanent consequences which are not stipulated in the table. The extent of permanent consequences is assessed after they have stabilised. If they have not stabilised within three years of the accident, the insurer will pay the sum corresponding to the percent of damage at the end of this period.

4.2.2 If the table stipulates a percentage range, the insurer will specify the level of the settlement in such a way that the settlement corresponds to the character and extent of the physical injury caused by the accident within the framework of the range in question. The insurer may supplement and change the table depending on the development of medical science or practice. The insurer will specify the level of the settlement in accordance with the table valid at such time as the permanent consequences of an injury are reported.

4.2.3 The levels of the restricted movement of joints are stipulated in relation to normal physiological extent of movement as follows:

- low level – a restriction in movement ranging from 10 % to 33 % of the standard in all planes of movement;
- medium level – a restriction in movement ranging from 34 % to 66 % of the standard in all planes of movement;
- high level – a restriction in movement above 66 % of the standard in all planes of movement.

4.2.4 The insured party is entitled every year, but not more than three years after the insurance event, to again request the stipulation of the extent of the permanent consequences of an accident in the event of a deterioration of its condition. If it is acknowledged that the permanent consequences of the accident suffered by the insured party are worse than had been thought, the insurer is obliged to pay the increased settlement within 15 days after the delivery of the request.

4.2.5 The insurer will corroborate the extent of the permanent consequences by means of medical documentation, and the insurer is entitled to verify the said documentation by means of a medical examination performed by a doctor it specifies.

4.2.6 If the permanent consequences of an accident relate to part of the body or an organ which had been damaged prior to the accident, the insurer will reduce the settlement by the percentage corresponding to the preceding damage specified in accordance with the table.

4.2.7 The total settlement provided by the insurer to the insured party for the permanent consequences of one accident will correspond at most to the extent of 100 % under the table.

4.2.8 If the consequence of an accident is the loss of a limb or part thereof which requires a prosthetic replacement, or the loss of a limb or part thereof or such paralysis of the body which requires use of a wheelchair, the amount of the settlement acknowledged for the permanent consequence of an accident will be increased by 10%; the right to this increase will be corroborated by the confirmation of a specialist medical facility to the effect that the need for a prosthetic replacement or wheelchair has been recognised from a medical point of view.

4.2.9 If individual consequences after one or more accidents relate to the same limb, organ or part thereof, the insurer will evaluate these as a whole by the highest percentage stipulated in the table for the anatomical or functional loss of the relevant limb, organ or part thereof.

4.2.10 If the insured party dies within one year of the day on which the accident occurred from causes not related to the accident, or if he dies within three years of the expiry of one year of the injury for any reason whatsoever, and if there is a right to a settlement for the permanent consequences of an accident which has not yet been exercised, then an amount is paid which corresponds to the extent of the permanent consequences of the accident at the time of the insured party's death.

4.2.11 If the insured party dies as a consequence of an accident within one year of the day on which the accident occurred, the right to a settlement for permanent consequences will not apply. The amount of the settlement already paid or the advance payment for the settlement for permanent consequences of this accident will be deducted from the settlement for death as a consequence of the accident.

#### **4.3 Insurance settlement for death as a consequence of an accident**

4.3.1 If the insured party dies as a consequence of an accident within one year of the day on which the accident occurred, a right will be established to a settlement at the level of the sum insured in the event of death as a consequence of the accident. The amount of the settlement already paid or the advance payment for the settlement for the permanent consequences of this accident will be deducted from the settlement.

4.3.2 If the insured party dies within one year of the day on which the accident occurred for causes which do not relate to the accident, or if he dies after the expiry of one year of the accident for any reasons whatsoever, no right to an insurance settlement shall arise.

4.3.3 If a beneficiary was not designated at the time of the insurance event, or if the beneficiary did not acquire a right to the insurance settlement, this right shall be acquired by the insured party's spouse or, in the absence of a spouse, the insured party's children.

4.3.4 In the absence of a party specified in paragraph 4.3.3, the right to the insurance settlement shall be acquired by the insured party's parents or, in their absence, this right shall be acquired by the heirs of the insured party.

4.3.5 If the right to the insurance settlement is acquired by several parties, it shall be assumed that their respective shares shall be equal.

## **Article 5**

### **Duties of the insured party upon the occurrence of a damage event**

5.1 The insured party is obliged to seek medical treatment immediately after the accident and to abide by the instructions of the attending physician.

5.2 The insured party is obliged to subject himself to an examination by a doctor authorised by the insurer upon the insurer's request.

**Article 6**  
**Exercise of a claim to an insurance settlement**

- 6.1 The insured party will exercise his claim to an insurance settlement of **daily compensation** with the insurer without undue delay by submitting the completed Damage Event Report (Accident) form in written or electronic form ([www.allianz.cz](http://www.allianz.cz)), and attach the following thereto:
- 6.1.1 medical documentation on the course of accident's treatment and rehabilitation abroad;
  - 6.1.2 a hospital discharge report in the event of the insured party's hospitalisation in connection with the accident;
  - 6.1.3 a police report, if the accident occurred in connection with a traffic accident or criminal act.
- 6.2 **Permanent consequences of an accident** will be reported by the insured party to the insurer on the Permanent Consequences of an Accident Report form.
- 6.3 The authorised party's will submit the following to the insurer **in the event of the death** of the insured party as a consequence of an accident:
- 6.3.1 a copy of the insured party's death certificate;
  - 6.3.2 an officially verified copy of the authorised party's ID pass and birth certificate;
  - 6.3.3 a police report if the circumstances of death were investigated by the police.
- 6.4 The insured party (authorised party) is obliged to submit other documents upon request to corroborate his claim to an insurance settlement.

# SPECIAL TERMS AND CONDITIONS

## for baggage insurance

### Article 1 Basic provisions

1.1 The subject of the insurance is the travel baggage and the personal items of the insured party regularly used from the point of view of the length, character and purpose of the insured trip, as well as items which the insured party demonstrably acquired during the insured trip. Baggage insurance also relates to sport equipment.

1.2 Baggage insurance covers flight delays, delayed baggage and the rental of replacement sports equipment.

1.3 If an insurance event takes place, the insurer will provide one insured party an insurance settlement to the amount of the following limits, unless otherwise specified in the insurance policy:

baggage insurance	limits of insurance settlement and sum insured
all damage to the insured party's baggage	CZK 20,000
damage to one item	CZK 10,000
all damage to valuable items	CZK 10,000
to one valuable item	CZK 5,000
all damage caused by breaking into a vehicle	CZK 10,000
to one item stolen from a vehicle	CZK 5,000
for a delayed flight from the seventh hour onwards	CZK 200/hour, max. CZK 5,000
for delayed baggage from the seventh hour onwards	CZK 200/hour, max. CZK 5,000
for rental of replacement sports equipment	CZK 1,000/day, max. CZK 5,000

1.4 Supplementary baggage insurance can be taken out on top of the baggage insurance with an increase of the sum insured as follows.

supplementary baggage insurance	limits of insurance settlement
all damage to the insured party's baggage	CZK 50,000
damage to one item	CZK 25,000
all damage to valuable items	CZK 25,000
to one valuable item	CZK 10,500
all damage caused by breaking into a vehicle	CZK 25,000
to one item stolen from a vehicle	CZK 7,000

### Article 2 Insurance event

2.1 An insurance event under the terms of baggage insurance is deemed to be:

2.1.1 theft of baggage;

2.1.2 burglary and appropriation of baggage;

2.1.3 damage, destruction and loss of baggage:

- in connection with an injury suffered by the insured party which requires immediate medical treatment;
- caused by a natural disaster, i.e. fire, explosion, lightning strike, hurricane, hailstorm, flood, inundation or earthquake;

2.1.4 theft of baggage by breaking into a motor vehicle, caravan or vessel only if:

- the theft occurred between 7 am and 10 pm local time, and
- the baggage was stored in the vehicle's locked trunk, in a lockable compartment, in a lockable roof box, or in a caravan, always in such a way that it was not visible from outside, and
- the vehicle, caravan or vessel was completely locked and all windows were fully closed;

2.1.5 the appropriation of properly checked-in baggage;

2.1.6 theft or burglary of a valuable item:

- which the insured party was wearing or had on their person;
- taken from a vehicle in connection with a traffic accident, the consequence of which was an injury suffered by the insured party which required immediate medical treatment;
- stored by the insured party in custody or in a safe in an accommodation facility.

2.1.7 When determining the amount of the insurance settlement, the insurer will base its calculation on the net current price of the item. If that price cannot be stipulated, the insurer will determine the price by way of an estimate. In the event of baggage being damaged, the reasonable expenses incurred for its repair will be paid, but not in excess of its net current price.

2.2 An insurance event under flight delay or delayed baggage insurance refers to:

2.2.1 a delay in excess of six hours to a flight reserved by the insured party for reason of an unexpected strike, operating reasons, inclement weather or technical failure: in this case, the insurer will make a settlement of CZK 200 to the insured party for each full hour of the delay, up to a maximum of CZK 5,000;

2.2.2 a demonstrable and justified delay in excess of six hours in the delivery of the baggage of a flight reserved by the insured party: in this case, the insurer will make a settlement of CZK 200 to the insured party for each full hour of the delay, up to a maximum of CZK 5,000.

2.3 An insurance event under insurance of the rental of replacement sports equipment refers to:

2.3.1 the delayed delivery of properly checked-in baggage containing the insured party's sports equipment by a flight operator in excess of six hours after arrival at the target destination for legitimate and demonstrable reasons;  
2.3.2 the destruction, damage or loss of the insured party's sports equipment at the time of it being submitted for air transport.  
In these cases the insurer will pay the insured party the expenses for the rental of replacement sports equipment up to a maximum of CZK 1,000 for each day, up to a total maximum of CZK 5,000.

### **Article 3** **Exclusions from insurance coverage**

**3.1 The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and if damage occurred:**

3.1.1 by theft from a tent or another structure with non-solid walls or ceilings made of canvas;  
3.1.2 by theft of an item left unsupervised in public;  
3.1.3 by theft from an automatic storage locker;  
3.1.4 by theft of baggage from the trunk of a vehicle and from all types of freight trailers;  
3.1.5 by a pickpocket;  
3.1.6 by damage to the baggage during transportation by forwarding companies;  
3.1.7 by theft, burglary and damage of motor vehicles, the equipment of motor vehicles and other motorised means of transport and their accessories, all trailer types, including caravans, motorised means of water transport, all motorised and non-motorised means of air transport and all types of aeroplanes, and all types of parachutes and sports kites, including the accessories thereto.

**3.2 Insurance of a flight delay and delayed baggage does not relate to:**

3.2.1 delayed baggage upon arrival in the CR;  
3.2.2 delayed flight or baggage caused by a strike or other reasons which were already known on the date the flight was reserved;  
3.2.3 baggage that was not properly checked in at the airport;  
3.2.4 financial loss suffered by the insured party as a consequence of the delayed baggage;  
3.2.5 a case where the insured party or fellow traveller missed the departure through their own fault.

**3.3 The insurance does not cover:**

3.3.1 all type of documents, passes and authorisations, bonds, shares, payment and other magnetic cards, SIM cards, travel tickets, air tickets, money, securities, valuable items and keys;  
3.3.2 data storage devices/records (e.g. films, video cassettes, CDs, DVDs, diskettes, memory cards) and the material stored thereon;  
3.3.3 works of art, antiques, collectable items and cult items, unless otherwise agreed in the insurance policy;  
3.3.4 glasses, contact lenses, medicines, all types of prostheses and other medical devices, preparations, materials and aids, apart from wheelchairs for the disabled;  
3.3.5 foodstuffs, tobacco, smoker's requisites and alcohol;  
3.3.6 the loss or theft of or damage to animals;  
3.3.7 items and equipment (apart from sports equipment) acquired for business activities and held in the accounts of a legal entity;  
3.3.8 items whose acquisition is not duly documented by way of original receipts or other original proof of acquisition;  
3.3.9 theft of or damage to photographic and film equipment, computers, mobile telephones, audiovisual technology equipment, all electronic and optical devices and accessories in the event of the theft of baggage by breaking into a motor vehicle or caravan, unless a traffic accident occurred with subsequent medical treatment.

### **Article 4** **Rights and duties**

**4.1 The insured party is obliged:**

4.1.1 to immediately report the damage to the police at the place closest to the place where the damage event occurred and to request a police protocol;  
4.1.2 to request, in the event of the theft of baggage during transport, a record of damage to be drawn up by the transport company's authorised representative;  
4.1.3 to firstly exercise a right to compensation for damage at the public entity (operator of accommodation facility, transport company) at which the damage occurred and to submit to the insurer a document on the exercise of this right, including a calculation of the compensation provided by the entity;  
4.1.4 to take back baggage that was found after being lost or stolen and to immediately inform the insurer in writing. In such a case, the insurer will only compensate damage pertaining to items that are still missing.  
4.2 The insurer is entitled to request other documents, if required, and the insured party is obliged to provide them.  
4.3 The insurer has a right not to provide an insurance settlement for items not specified in the police protocol or in the protocol issued by the public transport company.  
4.4 The insurer has the right to deduct the appropriate VAT rate from the net current price of the item in the event of an insurance settlement for baggage serving or intended for business activities and held in the accounts of a self-employed person.

### **Article 5** **Exercise of a claim to an insurance settlement**

**5.1 The insured party will exercise a claim to an insurance settlement under baggage insurance without undue delay** with the insurer by submitting the completed Damage Event Report (Baggage Insurance) form in written or electronic form ([www.allianz.cz](http://www.allianz.cz)).

**5.1.1 In the event of an insurance settlement arising from baggage insurance the following is attached to the form:**

5.1.1.1 a police protocol on the damage report, including a detailed list of items with their dates of acquisition and prices;  
5.1.1.2 a record of the damage suffered and a document on the exercise of a right to compensation for damage or a calculation of the compensation provided from the public entity at which the damage occurred;

5.1.1.3 the original receipts for the items being claimed, including a translation into Czech;  
5.1.1.4 a medical report from a doctor or medical facility which provided the first treatment in connection with the insurance event;  
5.1.1.5 photo documentation of the insurance event and damaged items;  
5.1.1.6 a copy of the vehicle rental agreement, if its rental relates to the insurance event;  
5.1.1.7 a document on the repair of the vehicle (or part thereof), if baggage was stolen from the vehicle;  
5.1.1.8 other documents corroborating the legitimacy of the claim for an insurance settlement or required by the insurer.

**5.1.2 The following will be attached to the form in the event of an insurance settlement due of a delayed flight or delayed baggage:**

5.1.2.1 a document on the delay or cancellation of the flight issued by the airline showing the time of the scheduled flight, the reason for its delayed, and the departure time of the subsequent or alternative flight;

- 5.1.2.2 confirmation from the airline of the delayed delivery of the baggage showing the date and time of the scheduled and actual delivery of the baggage or confirmation of the non-delivery of the baggage;
- 5.1.2.3 an air ticket or confirmation of flight reservation showing the date on which the reservation was made;
- 5.1.2.4 a baggage ticket;
- 5.1.2.5 other documents corroborating the legitimacy of the claim for an insurance settlement or required by the insurer.
- 5.1.3 **The following will be attached to the form in the event of an insurance settlement due to the rental of replacement sports equipment:**
  - 5.1.3.1 a document on the delayed delivery of sports equipment issued by the airline;
  - 5.1.3.2 an air ticket or confirmation of flight reservation;
  - 5.1.3.3 a baggage ticket;
  - 5.1.3.4 a document on ownership of the delayed sports equipment;
  - 5.1.3.5 a sports equipment rental agreement;
  - 5.1.3.6 a document on payment of the sports equipment rental;
  - 5.1.3.7 other corroborating the legitimacy of the claim for an insurance settlement or required by the insurer.

# SPECIAL TERMS AND CONDITIONS

## for insurance of liability for damage and other loss

### Article 1 Basic provisions

1.1 The subject of the insurance is the insured party's liability for damage or other loss, which he causes a third party if a claim for damage compensation is applied against the insured party.

1.2 In case of the occurrence of an insurance event, the insurer will provide compensation for damage or other loss to an extent corroborated by the insured party, but not more than the level of the following limits per one premium, unless otherwise specified in the insurance policy:

insurance of liability for damage and other loss	limits of insurance settlement	limit for all insurance events
damage to health or death	CZK 2,000,000	CZK 10,000,000
to one item	CZK 1,000,000	CZK 5,000,000
subsequent damage	CZK 100,000	CZK 500,000
damage caused by cat or dog to health, death or to property	CZK 20,000	CZK 100,000
deductible	CZK 5,000/insurance event	CZK 5,000/insurance event

1.3 The insurance settlement will also include, upon prior consent of the insurer, the expenses incurred by the insured party in proceedings initiated before public authorities or arbitration proceedings or out-of-court negotiations regarding the claims to compensation for damage or other loss ensuing from the insurance event.

1.4 Only the insured party can apply a claim for an insurance settlement. The injured party is not entitled to apply a claim for an insurance settlement from the insurer.

### Article 2 Insurance event

2.1 An insurance event involves damage being done to the life or health or items of a third party, which is caused by the insured party during normal civic life and for which the insured party is legally liable under the legislation of the country in which the damage or other loss was caused, if a claim for damage compensation is lodged against the insured party.

2.2 More than one claim for damage or other loss compensation ensuing from one or more causes, which relate to each other in respect of time, place or otherwise, independently of the number of injured parties, is deemed to be one insurance event.

2.3 If the insured party's liability for the damage or other loss caused by an insurance event is also covered under a different insurance policy, the insurer will compensate the damage or other loss only if the insured party applied the claim for damage compensation under such other insurance.

### Article 3 Exclusions from insurance coverage

**3.1 The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and also for damage or other loss:**

3.1.1 accepted by the insured party contractually or over and above the framework stipulated by legal regulations;

3.1.2 caused to the items of its next of kin, fellow traveller or colleague;

3.1.3 caused in connection with the use of any motorised vehicles and means, caravans, trailers, any vessels or aeroplanes, all types of parachutes and sports kites, including all the accessories thereof (used for sports purposes);

3.1.4 to items borrowed, rented or leased by the insured party from a third party to use or to utilise them for his own use or for the use of his next of kin or items which the insured party holds without authorisation ;

3.1.5 caused in connection with the ownership, maintenance or use of weapons, performance of military, police or aviation professions or hunting rights, or preparations for these activities;

3.1.6 caused during the performance of an occupation, business activity or other income earning activity, unless otherwise agreed in the insurance policy, or to items purchased and used for these purposes;

3.1.7 regarding which there is a statutory duty on the part of the insured party or injured party to take out insurance;

3.1.8 caused by unauthorised provision or breach of patent rights, copyright or trademarks, samples or company name;

3.1.9 caused in connection with the use, sale, production, delivery, maintenance and other handling of substances which are banned under the legislation of the country where the insured party is staying;

3.1.10 caused by the destruction, damage or loss of recordings on audio, visual and data storage devices;

3.1.11 caused in connection with a work accident or occupational disease;

3.1.12 caused as a consequence of psychological disorder or illness, including depression;

3.1.13 caused by animals which the insured party is responsible for, with the exception of cats and dogs

3.1.14 caused by animals which the insured party uses for sports or business purposes;

3.1.15 caused by the introduction or expansion of an infectious disease affecting people, animals or plants;

3.1.16 caused to the environment;

3.1.17 caused by the operation of services on an internet and telecommunications network;

3.1.18 caused during the operation of any of the risky sports, without the premium plus additional payment having been paid;

3.1.19 caused during the operation of any of the non-insurable sports, unless otherwise specified in the insurance policy.

**3.2 The insurance does not cover:**

3.2.1 fines and compensation in the form of sanctions;

3.2.2 compensation for mental and moral loss;

3.2.3 immaterial losses or damage which occurred through an unauthorised intervention with the right to the protection of personality.

#### **Article 4 Rights and duties**

**4.1 The insured party is obliged to inform the insurer's assistance service of a damage event without undue delay and:**

- 4.1.1 to describe the circumstances leading to the damage event;
  - 4.1.2 to specify the names and addresses of the injured parties and any possible witnesses, and to submit their written declarations;
  - 4.1.3 to give a written opinion of his liability for the damage, the compensation for damage requested and the level thereof
  - 4.1.4 to obtain a police protocol and submit it to the insurer;
  - 4.1.5 to obtain other relevant documents corroborating the cause and extent of the damage.
- 4.2 The insured party is obliged to provide the insurer cooperation in connection with the insurance event, to obtain and submit to the insurer proof and declarations, and to participate in legal proceedings and other proceedings, if the insurer so requests.
- 4.3 The insured party is not entitled to make any settlement or acknowledgement of any right of a third party (injured party) on his own behalf or that of the insurer, without the prior written consent of the insurer or the assistance service.
- 4.4 The insured party is obliged to discuss with the insurer or assistance service in advance the use of legal services, to abide by their instructions, and to inform the insurer of the course and results of the proceedings.
- 4.5 If the insured party does not meet the duties specified in paragraph 4.1 or is in breach thereof, the insurer is entitled to reduce the insurance settlement commensurately (Article 8 of the VPP).
- 4.6 If the insured party knowingly misleads the insurer in respect of the fundamental circumstances relating to the legitimacy of the claim for damage compensation or the level thereof, the insurer has the right to refuse to provide damage compensation.
- 4.7 If the duty of the insured party to compensate for damage or other loss is being decided in proceedings before a court or another authorised body, the insurer is entitled to hold back from providing damage compensation until such time as it receives a final verdict which imposes a duty on the insured party to compensate for damage.
- 4.8 The insurer is entitled to ascertain information on the state of health or cause of death of the injured party in connection with an investigation of an insurance event relating to damage liability. If the death of the injured party is not involved, the consent of the injured party or another authorized party will be necessary to ascertain his state of health. If the injured party does not give his written consent and without this consent the scope of the insurer's duty to provide damage compensation cannot be ascertained, the deadline within which the insurer is otherwise obliged to provide an insurance settlement will not commence (paragraph 7.9.3 of the VPP).
- 4.9 If the insured party caused the damage event whilst under the influence of alcohol or an addictive substance or a preparation containing such a substance, the insurer shall be entitled to be compensated by the insured party for what it had fulfilled on his behalf.

#### **Article 5 Exercise of a claim to an insurance settlement**

**5.1 The insured party will exercise his claim to compensation for damage with the insurer without undue delay by submitting the completed Damage Event Report (Liability Insurance) form in written or electronic form ([www.allianz.cz](http://www.allianz.cz)), and attach the following thereto:**

- 5.1.1 a police protocol or other document on the circumstances of the event and scope of the damage;
- 5.1.2 a written declaration by the insured party, the injured party and witnesses describing the circumstances and mechanism by which the damages occurred;
- 5.1.3 the insured party's opinion regarding his liability for the damage caused and the level thereof;
- 5.1.4 photo documentation of the damage caused;
- 5.1.5 original receipts for the damage caused, payment of which the insured party is demanding;
- 5.1.6 a medical report or evaluation by a specialist corroborating the damage to the health of the injured party;
- 5.1.7 other documents corroborating the legitimacy of the claim to an insurance settlement or requested by the insurer.



## SPECIAL TERMS AND CONDITIONS for additional assistance services

### Article 1 Basic provisions

1.1 The subject of the insurance is additional assistance services provided to the insured party abroad by the insurer's assistance service in the event of an emergency or in connection with an insurance event under the insurance of medical expenses abroad, baggage and liability.

1.2 The insurer will provide a settlement to a maximum of CZK 35,000 in the event of an insurance event, unless otherwise specified in the insurance policy. The following are the maximum limits for individual assistance services:

additional assistance services	limits of insurance settlement
all damage or other loss from additional assistance services	CZK 35,000
animals, theft, destruction of documents	CZK 5,000
premature return	CZK 35,000
substitute employee	CZK 35,000
guardian	CZK 35,000
basic technical assistance in the event of damage to property at place of residence	CZK 5,000
legal assistance abroad	CZK 35,000

### Article 2 Insurance event

2.1 **An insurance event, as far as the insurance of additional assistance services is concerned, refers to the following:**

2.1.1 the loss of theft of personal or travel documents, money or payment cards;

2.1.2 hospitalisation or the death of the insured party's next of kin;

2.1.3 hospitalisation or the death of the insured party's representative at work or business;

2.1.4 extensive damage being done to the insured party's property at his place of residence during the period of the insured trip;

2.1.5 an interruption of the insured business trip for the following reasons:

- the insured party falls seriously ill and must be hospitalised or repatriated;
- the insured party dies while on an insured business trip.

2.2 In connection with one or more insurance events, the insurer will pay the costs of additional assistance services mediated or provided by the insurer's assistance service.

### Article 3 Scope of additional assistance services

The insurance of additional assistance services includes the assistance services provided by the insurer's assistance service.

3.1 **In the event of the loss or theft of personal or travel documents, money, or payment cards, the insurer's assistance service will:**

3.1.1 provide the insured party the necessary information to resolve the situation and minimise the losses;

3.1.2 arrange for the cancellation or blocking of the lost or stolen documents at financial institutions, transport companies, etc.;

3.1.3 arrange transport for the insured party to the nearest Czech embassy and back, if this is essential in order to obtain a replacement document, and will pay reasonable travel expenses;

3.1.4 pay the fees charged for issuing the replacement document.

3.2 **In the event of the hospitalisation or death at work of the insured party's next of kin or employment or business representative, the insurer's assistance service will:**

3.2.1 arrange for the insured party's premature return to the CR from the business trip and pay the reasonable travel expenses related thereto;

3.2.2 arrange for the transport of one substitute employee to the interrupted business trip and pay the reasonable travel expenses related thereto.

3.3 If, as a consequence of hospitalisation of the insured party, a child younger than 15 years of age remains abroad without adult supervision, the assistance service will organise for the **transport** of one adult - **guardian**, who will escort the child to his place of residence and pay the reasonable travel expenses related thereto.

3.4 **In the event of extensive damage being done to property**, the assistance service will, upon being requested by the insured party, provide the necessary basic technical assistance in order to mitigate the consequences or avert the potential expansion of the damage already done.

3.5 If an insurance event takes place, the assistance service will arrange for **legal assistance abroad** for the insured party who finds himself in need.

### Article 4 Exclusions from insurance coverage

4.1 **The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and also for:**

4.1.1 additional assistance services which were not provided by the insurer's assistance service;

4.1.2 the mediation of legal assistance abroad in connection with:

- the operation of a motor vehicle;
- the performance of the insured party's profession or business;
- the insured party being charged with deliberately perpetrating a criminal act, including a charge of possessing or handling addictive substances;
- the insured party being charged with participating in a political, religious, or other similar movement;

4.1.3 the posting of bail, unless otherwise agreed in the insurance policy.

## SPECIAL TERMS AND CONDITIONS for cancellation fee insurance

### Article 1

#### Basic provisions

- 1.1 The insurance covers non-refundable expenses which the insured party incurs when being billed cancellation fees by the travel service provider or in the case of postponement of the travel service (if the costs incurred in connection therewith are lower than in case of cancellation of the service) as a consequence of an insurance event.
- 1.2 Cancellation fee insurance begins with the payment of a premium under the conditions agreed not later than on one business day after the payment of the travel service. If the insurance is taken out any later, there will be no coverage even though the premium has been paid.
- 1.3 Cancellation fee insurance cannot be changed or cancelled during the course of the insurance, unless otherwise specified in the insurance policy.
- 1.4 When making an advance payment for a travel service, it is possible to insure the amount of the advance payment or the total price of the travel service. When making an additional payment, it is possible to only insure the additional payment.
- 1.5 The level of cancellation fees is governed by with the travel service provider's business terms and conditions valid at the time that the insurance is taken out.
- 1.6 A deductible of 20 % shall apply to the insurance settlement.

### Article 2

#### Insurance event

#### **2.1 An insurance event, as far as the cancellation fee insurance is concerned, is deemed to be the provable cancellation or postponement of the travel service for the following reasons:**

- 2.1.1 the insured party or his next of kin suffering an acute illness, accident or death which occurs during the term of the insurance and, as a result of which, there is a change to his state of health preventing the insured party, according to the attending physician, from going on the trip to the extent and on the dates agreed on;
- 2.1.2 acute illness, accident or death of the fellow traveller or his next of kin, if the insured had to embark upon the travel service by himself;
- 2.1.3 the death of the insured party's next of kin which takes place during the term of the insurance, but not more than 60 days before the start of the trip;
- 2.1.4 extensive damage to the insured party's or fellow traveller's property, which takes place during the term of the insurance, caused by a natural disaster or criminal act committed by a third party, if the insured party or fellow traveller corroborate that they cannot embark upon the insured trip for this reason;
- 2.1.5 the filing by a married couple of an application for divorce or a proposal by registered partners for the annulment of their registered partnership, unless otherwise specified in the insurance policy;
- 2.1.6 missing the departure of a means of transport from the CR abroad for the following reasons:
  - a traffic accident involving a vehicle or train on which the insured party travelled to the intended place for departure;
  - a cancellation or reduction in public transport routes due to a strike not announced in advance;
  - a natural disaster which damages the means of transport or which occurs on the transport route and makes it impossible to continue the journey;
- 2.1.7 receipt by the insured party of an unexpected layoff notice from his employer on account of organisational changes.
- 2.2 The provision of an insurance settlement is dependent on the trip ordered from the travel service provider being cancelled by the beneficiary not later than by the time the trip is due to commence.
- 2.3 If, for reason of the facts arising as specified in Article 2.1 of these ZPP, the trip is cancelled only with respect to one or more participants with the remaining participants undertake the trip, the cancellation fees shall be paid in respect of the trips that had been cancelled. An aliquot part shall be paid in the event of a joint price being paid for one of the services.

### Article 3

#### Exclusions from insurance coverage

#### **3.1 The insurer is not obliged to provide an insurance settlement in the cases specified in Article 9 of the VPP and also in the event of a trip being cancelled for the following reasons:**

- 3.1.1 a chronic illness;
- 3.1.2 an illness that had already existed at the time of the insurance being taken out, even though it was not being treated at that time and there were no complications related thereto;
- 3.1.3 the consequences of injury which occurred prior to the insurance being taken out even though they have not yet been treated;
- 3.1.4 cosmetic or plastic surgery and any complications thereto;
- 3.1.5 scheduled operations and examinations;
- 3.1.6 changes to the state of health which occurred under the influence of a psychological disorder or illness, including depression;
- 3.1.7 related to the consumption of alcohol or the use of addictive substances;
- 3.1.8 pregnancy (normal and risky) and the deliberate termination of pregnancy, assisted reproduction and complications thereto;
- 3.1.9 a deteriorating or unstable geopolitical, climatic, ecological or epidemiological situation in the target country;
- 3.1.10 notice being given by the insured party or termination by agreement.
- 3.2 The insurer is not obliged to provide a settlement if the trip is cancelled by an insured party or a fellow traveller, who is also the owner, co-owner or employee of the travel service provider, or if these persons are the next of kin of the insured party and fellow traveller.
- 3.3 The insurance does not cover and the insurer will not provide a settlement for the expenses incurred for all types of insurance, visa fees, tickets to sports and cultural events, even if these costs are part of the cancellation fees.

### Article 4

#### Rights and duties

- 4.1 The insured party is obliged to demonstrably cancel the travel service with the provider immediately upon learning that a fact specified in Article 2.1 of these ZPP has occurred. If he fails to do so, the insurer has the right to pay only those expenses which would have been incurred had he cancelled the trip in good time.
- 4.2 If the insured party cancels the trip because of the acute illness, accident or death of the parties specified in paragraph 2.1, he is obliged to submit to the insurer all the medical and other documentation necessary to investigate the insurance event.
- 4.3 If the insured party cancels the trip for the reason given in paragraph 2.1.4 of these ZPP, he is obliged to submit to the insurer all the documents corroborating the fact that the insurance event occurred and its claim for a settlement.
- 4.4 The insured party and the fellow traveller are obliged to submit to a medical examination in connection with verifying the state of health specified in paragraph 2.1, which does not, in the opinion of the attending physician, allow them to embark on a trip of the scope and on the dates envisaged.

**Article 5**  
**Exercise of a claim to an insurance settlement**

- 5.1 **The insured party exercises his claim to an insurance settlement without undue delay with the insurer by submitting** the completed Damage Event Report (Cancellation Fee Insurance) form in written or electronic form ([www.allianz.cz](http://www.allianz.cz)). Depending on the character of the damage event, he will attach the following to the form:
- 5.1.1 a medical report issued by the attending physician, who must not be the next of kin of the insured party or fellow traveller, prior to the scheduled commencement of the trip, a medical release report in the event of hospitalisation or other ordinary medical documentation proving the reason why the travel service is being cancelled;
  - 5.1.2 a travel contract and a document on the payment of the travel service (original receipt, bank statement, etc.);
  - 5.1.3 a cancellation invoice (credit note) drawn up by the travel service provider;
  - 5.1.4 a corroboration of the work incapacity of the party because of whom the travel service is being cancelled;
  - 5.1.5 a verified copy of the death certificate in the event of the travel service being cancelled because of death;
  - 5.1.6 a verified copy of the birth certificate or marriage certificate or another certificate corroborating the relationship between the insured party and the next of kin;
  - 5.1.7 confirmation by the relevant authority of the extensive damage to property, if this is the reason the travel service is being cancelled (from the police, fire service, municipal authorities);
  - 5.1.8 an officially confirmed application for a divorce or proposal for the cancellation of a registered partnership;
  - 5.1.9 a copy of the notice confirmed by the employer's HR department;
  - 5.1.10 a police protocol on the traffic accident;
  - 5.1.11 a written confirmation by the public transport company of the reason for a duration of a delay or reduction in public transport routes;
  - 5.1.12 other documents corroborating the legitimacy of the claim for an insurance settlement or requested by the insurer.

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