# Allianz travel insurance

Comprehensive insurancewithunlimited treatment costs

1 July2015

CONTENTS Pre-contractual information on travel insurance - information on the processing of personal data Travel insurance terms and conditions - introductory provisions General insurance terms and conditions (Part I.)	page 5 page 7
Special terms and conditions for - insurance of medical expenses abroad (part II.) - accident insurance (Part III.) - baggageinsurance (Part IV.) - damage liabilityinsurance (Part V.) - additional assistance services (Part VI.). - cancellationfeeinsurance (Part VI.).	page 23 page27 page31 page 34
General terms and conditions - MojeAllianz	page 39
Overview of limits and the levels of sumsinsured	page42

## PRE-CONTRACTUAL INFORMATION onthe travel insurance policy which is governed by PPCP 01072015

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 informationabout 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 00Prague 8, KeŠtvanici 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	info@allianz.cz
Telephone	241 170 000
Web	www.allianz.cz

Allianz pojišťovna, a. s. complies voluntarily with the Insurance Industry Code of Ethics issued by the Czech Insurance Association, which is available atwww.cap.cz.

A report on the solvency and financial situation of the insurer is available at: 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 ActNo. 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 thegeneral 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., KeŠtvanici 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 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 extentspecified 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 chronical 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 fellowtraveller

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, ifsaid documentsarenotdrawnupinEnglish;

· 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 advisorin 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

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.

#### 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 oftermination 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 cancellationcharges, so that they cannot be terminatedorotherwise brought to a closese parately. Cancellation fee insurancecannot be changedor 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	Policy	holder	Insurer	Policyholder, who is a consumer		Policyholder
Reason	Breach of the dutyto truthfully and completely answer written questions when negotiating on the conclusion or amendment of the policy.	Breach of the duty of the insurer tocall attention toirregularities, if it ought to have been aware of them when concluding the policy, between the proposed insurance and the interested party srequirements.	The policyholderor the insuredintentionallyor negligentlyviolates the dutyof responding truthfully to the insurer'swrittenquestionsregardin g factsof fundamental importance.	Withoutgiving anyreason. However, if the policyholderconsentedtothe performance of the service commencing prior to the expiryof the withdrawal period and this servicehas been performed, he is prohibited fromwithdrawing from the policy.	Withoutgiving anyreason.However, if the policyholderconsentedto the performance of the service commencing prior to the expiryof the withdrawal period and this servicehas 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 dat or ought to have ascertai of making truthful statem	ined a breach of the duty	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 wasnotified of the insurance terms and conditions, if this notification occurs at his requestafter the conclusion of the policy.	Within three months from the date when he learned or ought to have learned of it.
Settlement	The insurershall refund the premiums paid, net of any insurance settlements that it may have rendered.		The insurershall 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 insurance settlement, they shall, within this same time period, reimburse the insurer the amount of the insurance settlementpaid 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 with drawal from the policy, theinsurer 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.	performance under the insurance poli- total premiums paid, thepolicyholder,	paid; in so doing, itis entitled to deduct the amount any cy. However, if the insurance settlement paid exceedsthe or the insured or the beneficiary, as thecase may be, 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 paragraphdo not apply to travel insurance (including insurance of related financial losses), baggage insurance or similarshort-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

Complaintsshall be delivered to the insurer's address, Allianz pojišťovna, a. s., KeŠtvanici 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 supervisorypower over the insurance sector.

#### Instructions about the processing of personal data

In order to conclude the policy and perform its rights and duties thereunder, the insurer mustascertain and process your personal data or the data of other parties to the insurance, as the case may be. The insurer is entitled to process other data on the basis of consent, which is included in the insurance policy. This consent may be revoked in writing.

The provision of data is voluntary; however, it is a condition for the establishment of the contractual relationship, to the extent necessary for the conclusion of a policy.

Personal data is understood to meanfirst name, surname, address, date of birth, birth ID number, state of health information, contact details including electronic contact details and other data divulged to the insurer in the policy or another related document, including data generated by the insurer by the processing of data thus obtained.

The personal data shall be processed by Allianz pojišťovna, a. s., and its contractualdata processing partners (namelythe providers of IT technology for the processing of personal data, assistance companies and insurance intermediaries) both in the Czech Republic and abroad.

Processing is carried out automatically as well as manually for the purpose of insurance and financial services and other related activities for the time period necessary to provide for the rights and duties arising from the contractual relationship as well as for the period ensuing from legal regulations, but at least for a period of five years from the end of the contractual relationship.

#### Consent to the processing of health data

Should reasons exist related to the determination of the insured risk and the extent of insurance coverage, the amount of the premium or the investigation of an insurance event, consent is granted to the insurer or its contractual assistance companyto ascertain and review, via an authorised medical facility, the state of health (physical as well as mental) of the insured party at all health care providers at which the insured party was treated, is being treated or will be treated, by way of requesting reports, statements or copies of medical records and, if need be, also on the basis ofan inspection or examination of the insured party by an authorised medical facility. The insurer is also granted consent to the processing of such data. This consent shall also be valid after the death of the insured. At the same time, this consent shall absolve the doctors and staff of medical facilities questioned by the insurer in this matter of their confidentiality duties with respect to the insured party.

#### Consent to the use of personal data for marketing purposes

Consent is grantedfor the policyholder to be contacted in matters of the insurance relationship or in matters of the offer of insurance and related financial services or other marketing communication of the insurer or the offer of services and other commercialcommunication of members of the international Allianz Group (namely Allianz penzijnispolečnost, a. s., ID No. 256 12 603,KeŠtvanici 656/3, Prague 8, Post Code 186 00) and co-operating business partners, a list of which is provided on the website of the insurer. Such contact shall be made in writing, by electronic or other means, using the personal information provided above (excluding sensitive information). Together with the disclosure of electronic contact details, the policyholder also grants consent to being contacted electronically in matters relating to insurance policies concluded at an earlier time. The granting of consent is voluntary and does not represent a condition of the conclusion of the policy.

## Consent to the transfer of personal data for marketing purposes

Consent is granted for the transfer of personal data to members of the international Allianz Group (namely Allianz penzijníspolečnosti, a. s., ID No. 256 12 603, KeŠtvanici 656/3, Prague 8, Post Code 186 00) and co-operating business partners, a list of which is provided on the website of the insurer, for the purposes of providing theirfinancial services, offering business transactions and services or for other marketing purposes, for the duration of the obligations under the contractual relationship and five years after its termination.

The policyholder and the insured party consent to their personal data, including their health data, if required by the purpose and intent of the insurance, to be disclosed to reinsurers abroad.

#### Other information about the processing of personal data

1. Every client may request information about the processing of his personal data. The insurer has the right to request a reasonable fee for the provision of such information.

2. If a client discovers or is of the assumption that the insurer or another processor is processing personal data in a manner that is in conflict with the protection of his private and personal life or in breach of the law, he may

a) ask the insurer or the processor for an explanation;

b) require the insurer or the processor to remedy this situation. He may in particular, require the blocking, correction, addition or destruction of personal data.

The insurer shall always inform the client of the outcome of his request without undue delay.

3. The client has the right to contact the Office for Personal Data Protection with hisinstigation.

#### Principles of working with personal data

The principles of working with personal data are contained in the document titled "Principles of Protecting the Personal Data of the Clients of Allianz pojišťovna, a. s. and Allianz penzijní fond, a.s.", which is publicly available at <u>www.allianz.cz</u>, or at the company's registered office.

# TRAVEL INSURANCE TERMS AND CONDITIONS (PPCP 01012014)

Valid from 1 January 2015

#### INTRODUCTORY PROVISIONS

- 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 policydeviates 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 ifany provision of the Actcontains 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 provisionsgenerally 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. Thepolicyholderhas aninsurance interestin his ownlifeandhealth. It is understoodthat thepolicyholderalso hasan insurance interestin the lifeand health ofanother person, if he demonstratesthis interestconditionalon the relationshipto this other person, whether resultingfromkinshiporis conditionalthe policyholder gaining a benefitoradvantagefrom a continuation ofthis other person's life. The policyholderhas aninsurance interestin his ownproperty. It is understood that thepolicyholder also has an insurance interestin another person's property, if he demonstrates that without this person's existence and preservation he would be indangerof suffering a direct property loss. If the insuredparty gave his consent to theinsurance, it is understoodthat thepolicyholder's insurance interestwasduly 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 sickperson 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 oparties who find themselves in difficulties during an insured tripas a consequence of an insurance event;

1.3 travel service pricerefers 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 efers to a combination of services or an independent service provided to the end user in order to satisfy his needs in the area offecereation, tourism, culture and sportoutsider of his permanent residence (such as a tour, stay, air ticket, travel ticket, rental of a car or of a yacht);
1.5 residence efers to the place where a person resides with the intentiontolive there permanently, subject tochanges in circumstances; such an intentionmavresult 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 of 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 eventor to the appreciation of the itemby 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 past9 months or deteriorated or required a change of medical procedures or the use of drugs;

1.9 theftrefers 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 itemfrom being stolen;

1.10 medical transport refers to transport by a health service vehicleor 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 treat of immediateviolence 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 employeerefers to an employee who replaces the insuredparty in the place where they carry out their work and continues to perform his occupation upon acreement with the insurer's assistance service;

1.15 subsequent damagerefers 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 thepolicyholder by its name or by its relationship to the insured, whois entitled an insurance settlement under the accident insurance in the event of the insured party's death:

1.17 authorised partyrefers to a personwho is entitled to an insurance settlement as a consequence of an insurance event;

1.18 next of kin refers to a directlyrelated person (such as father and son, grandfather and his grandson, great grandfather and great grandson), sibling and spouseor partner according to other legislation regulating registered partnerships. Other persons in a family or similar relationshipare deemed to be persons closely related to each other if the loss suffered by one of themwas felt by the other as its own. It is understoodthat next of kin also includepersons related by marriageor personor persons permanently living together.

1.19 insurer refers toAllianz pojišťovna, a. s., with its registered office at KeŠtvanici 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 accidentalevent 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 ofmoney, i.e. the agreed financial amount as a consequence of an insurance event at a levelindependent of the fact that damage has taken place or the extent thereof;

1.24 lossinsurance refers to insurance the purpose of which is to compensate for damage arising as a consequence of an insurance event;

1.25 insured triprefers to a trip at the time and in the place specified by the insurance policy;

1.26 **insured party** refers to a natural personto 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 feerefers to theinsurer's expenses connected with the administration of the insurance;

1.29 business trip refers to a business tripin accordance with the Labour Code and the Travel Expenses Act, as amended. The activities specified

inparagraph 1.43can 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 sportsperson'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 personby 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 efers 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 amountby which the insured partyparticipates in the insurance settlement and which is stipulated as a fixed sum, percentage or a combination thereof;

1.36 sports equipment refers toitems 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;

1.38 stateofemergencyreferstoasituationinwhichthereisanimmediatethreatofdamagetohealthorsignificantdamage,

orsignificantincrease in the level of damageal ready suffered and which requires immediate resolution;

1.39cancellationinvoice refers to a document on the cancellation of a service issued by atravel

serviceproviderandcontainingthenameofthepersonscancellingtheservice, the date the servicewascancelled, and the amount of the cancellation fee;

1.40 cancellation feer effers to a feech arged by the travelservice provider for the service cancellation;

theamountofthisfeeisdeterminedinaccordancewiththetravelserviceprovider'scommercialterms and conditions;

1.41damageeventreferstoan event from which damageor losswass uffered and which could be the reason for the entitlement to an insurances ettlement;

1.42terrorismreferstoplanned, well thought outandpolitically or ideologically motivated violence against non-participating persons aimedatattaining the

setobjectives. The following are deemed examples of terrorism:

1.42.1 anattackonhumanliveswhichcouldcausedamagetohealthordeath;

1.42.2 thekidnappingofpersonsortheholdingofhostages;

1.42.3 thedestructionofgovernmentorpublicfacilities.transportationsystems.infrastructuralfacilities.

includinginformationsystems.publicplacesorprivateownership.endangeringhumanlivesand causingeconomiclosses;

1.42.4 thehijackingofanaeroplane, water craftorotherpublicmeansoftransportingpersonsorfreight;

1.42.5 preparation for the use of and the subsequent use of we approximate some constructed and the subsequent use of the approximate some construction of the subsequent of the subsequent use of the subsequent of the subsequence and life:

1.42.6 thepreparationandreleaseofdangeroussubstancesor the startingof firesorfloodswith the aimofendangering human health and life;

1.42.7 disturbingorinterruptingsuppliesofwater electricity orotherbasicnatural resources with the aim of endangering human health and life:

1.43touristtripreferstorecreationalandsightseeingtrips, studytrips, work assignments and the performanceofallsportsatarecreationallevel, except for

riskyandnon-insurablesports; theriskinessofsports activities for insurance purposes shall be determined by the insurer;

1.45 injury refersto the unexpected and sudden operation of external forces or a person's own strengthindependently of the insured party's will,

whichoccurredduringthetermoftheinsuranceandwhichdamagedthehealthoftheinsuredpartyor caused hisdeath;

1.46 initialageoftheinsuredpartyreferstothedifferencebetweenthecalendaryear ofthebeginningoftheinsuranceandtheinsuredparty'scalendaryearofbirth;

1.47 baggagereferstotheinsuredparty'spersonaleffectsandsportsequipment and kitcustomaryforthepurpose, characteranddurationoffheinsuredtrip;

1.48 considerabledamagetopropertyreferstodamageofatleastCZK500,000;

1.49

journeycancellation referstodemonstrable conducton the part of the insured party or other beneficiary during the term of the insurance involving the travelservice providence of the insurance involving the travelservice providence of the insurance of the insuran ernolaterthanthe commencementoftheinsured tripaimedatcancellingthetrip;

1.50 animal refersto a living creature endowed with senses.

#### Article 2

#### Scope and territorialvalidityoftheinsurancescheme

2.1 Travelinsurance can be taken outfortrips abroad or in the CR; the specific insurance coverage applies to the territory agreed on in the insurance policy.

2.2 Thepersonsexplicitlynamedintheinsurancepolicyarecovered, unless otherwise agreed in the insurancepolicy.

2.3 CitizensoftheCRorforeignnationalscanbeinsured. Aforeignnationalmaybeapolicyholder onlyifhis residence isintheCR unlessotherwise

specifiedintheinsurancepolicy.

2.4 Theinsuranceofmedicalexpensesabroaddoesnotrelatetolosseventswhichtakeplace duringtheinsuredparty'sstayintheCRandtheterritoryofcountriesof whosehealthinsurance systemtheyareparticipants.

2.5 TheinsuranceabroaddoesnotrelatetodamageeventswhichtakeplaceintheCR.

2.6 Insurancetakenoutfor:

2.6.1 zone3relatestoinsuranceeventswhichtakeplaceintheCR;

2.6.2 zone4relatestoinsuranceeventswhichtakeplaceinSlovakia;

2.6.3 zone5relatestoinsuranceeventswhichtakeplaceintheUnitedKingdomofGreatBritainand

NorthernIrelandandintheRepublicofIreland, and during stays intransit countries (Germany, France, the

Netherlands, Belgium and Luxembourg), which may not exceed 48 hours;

2.6.4 zone6relatestoinsuranceeventswhichtakeplaceinEurope(withtheexceptionoftheCR)and

the following countries: Algeria, Egypt, Israel, Morocco, Tunisia: Portugalincluding the Azores and Madeira, Spainincluding the Balearic and Canarylslands, the

Europeanpart of Russia, and the European and Asian parts of Turkey;

2.6.5 zone7relatestoinsuranceeventswhichtakeplaceanywhereintheworldapartfromtheUnited StatesofAmericaandtheCzechRepublic;

2.6.6 zone8relatestoinsuranceeventswhichtakeplaceanywhereintheworldapartfromtheCzech Republic.

#### Article 3

#### Takingoutandchanginginsurancecoverage, the duration and termination of coverage, confirmationoninsuranceconcluded

3.1 Theinsurancepolicymustbeinwrittenform, otherwiseitisinvalid; the same also applies to amendments to the insurancepolicy.

3.2 Theinsurancepolicyisconcludedupon the paymentofthepremium, which is a condition for the establishment of the insurance coverage, unless otherwise agreedinthe insurancepolicyorstipulated inthePPCP.

3.3 Insurancecanbetakenoutforaminimumofonedayandamaximumof oneyear unlessotherwise agreedin the insurance policy.

3.4 Theinsurerwillissuethepolicyholderaninsurancecertificateasconfirmation of an insurancepolicybeingconcluded, even in the eventthattheinsurance policywasconcludedintheformofaremotetransaction.

3.5 Insuranceabroadcommences

3.5.1 inthecaseofdailyrates, on thedatespecified in the insurance policy as the commencement of insurance, but

notearlierthanthemomentthestateborderoftheCRiscrossedintoaforeigncountry;

3.5.2 inthecaseoflong-termrates, the datespecified in the insurance policy as the commencement of insurance,

butnotearlierthanthemomentofthefirstorrepeated (inthecase of repeated tripsduring

the term of the insurance) crossing of the stateborder of the CR into a foreign country. If the insurance is taken out at a time when the insured party is a broad, then the condition pertainingto crossingthestateborderoftheCRdoesnotapply;

3.6 InsuranceabroadlastsuntilthemomentofcrossingthestateborderintotheCR,butnolater thanthedatespecified in the insurance

policyastheendoftheinsurancecoverage. If, forreasonof restricted transport caused by as uddenstrike or civil unrestors udden climatic or geological changes due toanearthquake, increased volcanic activity, flooding, an unfavourable meteorological situation and othernatural catastrophes, the insured party cannot return to the CRontheoriginallyscheduleddate, the validity of the coverage is prolonged free of charge upon the

insuredparty'srequestfortheperiodoftimenecessarytoreturntotheCRtothesameextent asagreedon.

3.7 InsurancefortheCzechRepubliclastsfromthemomentthetripbegins, butnot earlier thanthedate

specified in the insurance policy as the commencement of insurance, until the insured party returns, but not later than the datespecified in the insurance policyastheendofinsurancecoverage.

3.8 If the insurance commencement dates tipulated in the insurance policy is identical with the date on

which the policy was concluded, the insurance coverises tablished 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 covers hall 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 travelservice, and terminates on the date stipulated in the insurance policy as the

commencementofinsuranceorthedateonwhichtheinsuranceinterestdissolved, but not earlier than the start-up of the use of the first service constituting the object of the cancellation fee insurance.

3.10 Intheeventofthetravelinsurancepolicydissolving, all the typesofinsurance coverage agreed on under this policy shall dissolve. The cancellation fee

insurancecannotbeterminatedby notice orotherwiseindependently(withtheexceptionofparagraph10.3.4of the VPP).

3.11 TheprovisionsoftheActregulatingtheinterruptionofinsurance in the event that the premiumisnot paid within 2 months of its maturity

datedonotapplyinthecaseofthisinsurancescheme.

3.12 Insurance/withadailyand semi-annualratecanbeprolongedonthelastdayofthedurationoftheinsurance coverageagreedonatthelatest.Insurance/withasemiannualandannualratecannotbe prolonged.

3.13 Changestotheinsuranceschemeareeffectiveonthedateonwhichaproposalforachangeof

insuranceschemewasacceptedbytheinsurerorthepolicyholder.unlessotherwise agreed.

#### Article 4 Premiumandthelevelthereof

4.1 Travelinsuranceisaninsuranceschemewithanagreedsinglepremium. The singlepremium 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 insurance broker authorised to take receipt of the premium confirms receipt of the premium incash, unless otherwise agreed in the insurance policy or in these PPCP.

Thepremiumisdeemedtohavebeenpaiduponbeingcreditedtotheaccountoftheinsureror insurancebroker.

ifauthorisedtotakereceiptofthepremium,unlessotherwise agreed in the insurance policy orin thesePPCP.

Inthecaseofa directdebit, theinsurancecommencement dates hall 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 isidentical with the maturity date of the oremium, payment of the oremium referst othe submission of a payment

orderfrom the policyholder's account to the account of the insurance broker authorised to take receipt of the premium.

4.2 Thepremiumamount isstipulated in the insurance policy and determined in accordance with the insurer's tariffor charges.

4.3 Ifinsuranceistakenoutforchildrenwhowillbe15yearsofageatthecommencementof coverage, a reduceddaily rate (children'spremium rate)will (apply to themuntil theendofthecalendaryearinwhichtheyreachthisageoruntiltheendofthetermof theinsurance specified in the insurance

policy;thisdoesnotapplytothecancellationfee insuranceandannualand semi-annualratesofinsurance, unlessotherwise specified in the insurance policy. 4.4 Alnsuredpartiesolderthan70years pay the rate set forth in the current tariff of charges;thisdoesnotapplytocancellationfee insuranceand supplementarybaggageinsurance. However, if the coverage commences in a calendary earinwhich the insured partyreaches 70 years of age, the rate without addition alcharge applies to the muntil the endofthe calendary earing uestion or until the endofthe term of the insurance specified in the insurance policy.

4.5 Annualandsemi-annualpremium rates are set forth in the current tariff of charges.

4.6 lftheinsuranceschemedissolvespriorto its commencement, theinsurer will return the premium, as a rulereduced by an administrative fee.

4.7 Aminimumpremiumdoesnotapplyinthecaseofannualandsemi-annualratesofinsurance

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 Theinsurerhasarighttothepremiumforthedurationoftheinsurance cover, unlessspecifiedotherwiseinthe insurance policy.

- 4.9 Cancellationfee insurancecanbetakenoutwithapremiumequaltoapercentage amountofthe priceoftheserviceprovided(e.g.excursion,trip,air
- ticket,travelticket,rentalofacar oryacht). Inthecaseofthetravelservicebeingpaidforinaforeigncurrencytheinsurershall usethe

exchangerateofficiallyannouncedbytheCzechNationalBankonthedatetheinsurancepolicy wasconcludedforthepurposeofcalculatingthepremium.

## Article 5

## Ratesofpremium

5.1 Thefollowingratesapplytotravelinsurance, unless otherwise agreed in the insurance policy:

5.1.1 daily-insuranceappliesonlytotripslasting120daysatmostforzones3,4and6;90daysfor zones7and8;

5.1.2 semi-annual-insurancefor6months, butfor not more than185daysappliesto a continuousstayas well astorepeated short-termtrips;

5.1.3 annual-insuranceforamaximumof365, or asthecasemaybe 366daysrelates according to the insurancescheme inquestion, to:

5.1.3.1 continuousstaysas well asrepeated short-termtrips;

5.1.3.2 repeatedshort-termtrips,wherethedurationofonetripmaynotexceed45days,with thenumberofdeparturesnotrestricted;

5.1.3.3 familyinsurancefortwoadultsandonetothreechildrenagedupto15years of age wheretheduration of onetripmaynotexceed30days with

thenumberofdeparturesnotrestricted.

5.2 Supplementarybaggageinsurancecanbetakenoutontopoftheratesandschemessetforthin

thisArticlewithaninsurancesettlementlimitofCZK50,000, and the supplementary insurance of risky sports, unless otherwise agreed in the insurance policy. Supplementary baggage insurance cannot be taken outfor the Czech Republic.

## Article 6

## Insuranceintheeventofterrorism

6.1 Theinsuranceofterrorism-relatedrisksrelatesonlytomedicalexpensesabroadunderSectionII. of the ZPP.

6.2 Insuranceintheeventofterrorismdoesnotrelatetopersonswhoinanywayparticipatedor

participateinthepreparation, organisation or implementation of a terroristattack or persons who

travelledintoaregionaffectedorthreatenedbyterroristattack,orremaininsucharegiondespite

beingwarnedbystatebodiesoftheCzechRepublic,statebodiesofothercountries,orimportant internationalinstitutions.

6.3

Acertainrestrictiononorpreclusionofthepossibilityofofferingassistanceservicesmaytakeplaceasaconsequenceofaterroristattackinacertainregion. Insuchacaseth einsuredparty willbepaidtheexpensestheypurposefullyincurredupontheirreturntotheCzechRepublicupon submittingoriginalreceipts.

#### Article 7 Rightsanddutiesofpartiestothe insurance

#### 7.1

The policy holder 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 the ere is a change of insurance scheme.

7.2 Theinsurerhasthesameduty as stipulated in point 7.1 inrespectofthepolicyholderandtheinsured

party.Theinsurancebrokercanalsomeetthisdutyonbehalfoftheinsurer.

7.3 Thepolicyholderisobliged, in the event of the insurance of a foreignrisk, to familiarise the insured

party/partieswiththecontentsoftheinsurancepolicyrelatingtotheinsurancecoverageofhis/their insuranceriskandtosubmitto theinsured

party/partiestherelevantdocumentsdrawnupbytheinsurer.

7.4 Thepolicyholderandtheinsuredpartyareobligedtoinformtheinsureroritsassistanceservice

thatthey have concluded a different travelinsurance or are insured by a different travelinsurance

schemeforasimilarinsurancethreatandinsuranceriskandasimilarperiodoftimewitha

differentinsurer; partofthis notification is a specification of the company name of the other insurer and the amount of the sum insured.

7.5 Thepolicyholderisobliged, upontherequestof the insureror insurance broker, to corroborate that

ithaspaidthepremium(e.g.bysubmittingacopyofabankstatement).

7.6 If, after reporting an insurance event or after payment of asettlement, the policyholder,

insuredpartyorbeneficiaryfindsthelostorstolenpropertytowhichtheinsuranceeventrelates, they areobliged to report this fact to the insurer without undue delay; ownership of the found property does not

transfertotheinsurer.lfabeneficiaryhasalreadyreceivedasettlementforthisproperty,itisobligedtoreturnitafterdeductingreasonableexpensesthatithad to incurtorepairdefects causedduringtheperiodoftimeduringwhichitwas unable to dispose with the property. 7.7 If the report of an insuranceevent containsknowinglyfalse orgrossly distortedmaterial information relating to the scope of the reportedevent, or

7.7 If the report of an insurance vent contains knowingly false or grossly distorted material information relating to the scope of the report edevent, 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 datawas disclosed or concealed to it. It is understood that the expenses demonstrably incurred by the insurer were incurred in a purposeful manner.

7.8 Theinsuredpartyisobliged:

7.8.1

tomakeeveryeffortduringthetermoftheinsurancetoensurethataninsuranceeventdoesnottakeplaceandtotakeallpossiblemeasurestoavertthethreatofaninsurance eventorto mitigatetheconsequencesthereof;

7.8.2 tocomplywiththerelevantsafetymeasuresoftherelevantcountry 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 helmetandlifejacketduringwatersports, etc.);

7.8.3 toinformtheinsurer, withoutunduedelay, that an insurance event has taken place, to submit a truthful

explanationofthecauseandscopeoftheconsequencesofthisevent of the rights of third parties and any multiple insurance; simultaneously to also submit to the insurenthe requisite originals of documents relating to the damage event, and to proceed in the manner agreed in theinsurancepolicy. The policyholder shall also have these duties;

7.8.4 torenderallthenecessarycooperationtotheinsurerduringtheinvestigationoftheinsurance

eventandtoundertakewithoutunduedelaythetasksrequestedbytheinsurer;

7.8.5 toabsolveathirdparty(namelyaphysician), upon request of the insurer, from aduty of confidential ity regarding facts related to the insurance event;

7.8.6 tohaveanofficial translation made, upon request of the insurer, of the documents essential for investigating the event at its own cost;

7.8.7 torequest, upon request of the insurer, astatement from the "Individual Insured Person's Account" from the health insurance company and to submit the insurer; 7.8.8 to ensure that the right to compensation for damage caused by an insurance event, or an other

similarrightwhichisestablishedtoitsbenefitinrespectofathirdparty,istransferredtothe insurer;

7.8.9 tosubmittoamedical examinationconducted byaphysicianspecifiedbytheinsurerinordertoverifyfacts

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 toreturntheamountpaidinfull, liftwasprovided an insurancesettlement to which it does not have aright under the insurance policy or

thePPCP, evenafter the insurance has dissolved;

7.8.11 tocorroborate, upontheinsurer's request, the date of the last stay in the Czech Republic or the date on which the borderwascrossed from the CR(e.g. by air ticket, travel document, a certificate issued by the employer/school, avisit to an office or a physician, etc.) in the case of insurance of repeated trips.

7.9 Theinsurerisobliged:

7.9.1 tocommencethenecessaryinvestigation, 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 toprovideaninsurancesettlementtotheextentagreedon undertheinsurancepolicyinthecaseofaninsuranceevent;

7.9.3 tocomplete 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 rightto 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 periodand risk;

7.9.7 topaytheinsurancesettlementtoaspecifiedparty with its residence or registered office in the CR in Czech crowns; the insurer shall use the exchangerate officially announced by the Czech National Bankon 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

## Reductionoftheinsurancesettlementasaconsequenceofabreachofduty

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

materialimpactonthefactthattheinsuranceeventoccurred,thecourseoftheevent,intensified the

 $extent of its consequences, or impacted on ascertaining or specifying the level of the insurance {\constraining} and {\const$ 

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 a straight or the insure of the i

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 Theinsurerisal soentitled to reduce the insurances ettlement in the cases specified in the ZPP and the DPP relating to the relevant insurance coverage.

#### Article 9

#### Generalexclusionsfrom the insurances ettlement and restriction of the settlement

9.1 The insurer isnot obligedto provide aninsurance settlementin the casesspecified in the ZPP and in the casesspecified in the following paragraphs.

9.2 Theinsurerwillnotprovideaninsurancesettlementincaseswhere:

9.2.1 thebeneficiarycausedthedamageeventdeliberatelyorit wascausedby another partyupon the beneficiary's instigation;

9.2.2 thedamageeventcouldhavebeenanticipatedoritwasknownthatitwouldtakeplaceprior to the commencement of the coverage;

9.2.3 thedamageeventcauseddetrimenttohealthorpossessionsinconnectionwith the use

or consumption of alcoholor use of addictive substances or preparations containing addictive substances: this does not apply to accident insurance;

9.2.4 thedamageeventoccurredinconnectionwithanattemptedsuicide, suicide, ordeliberate selfharmonthepartoftheinsuredparty;

9.2.5 thedamageeventoccurredduringtheunauthorisedperformanceofsuchan activitywhich

requiresspecial qualification or certification under the laws of the country in which the damage event occurred;

9.2.6 thedamageeventoccurredinconnectionwiththedeliberateperpetrationofacriminalacton thepartoftheinsuredparty;

9.2.7 thedamageeventoccurredinconnectionwith the operation of any professional sport;

9.2.8 thedamageeventoccurredduringthedrivingofamotor vehicle, water

craft,aeroplaneorballoonforwhichtheinsuredpartydidnotholdtherelevantlicenceorwhichwasundertakenindefiance

ofofficial regulations or without the awareness or against the will of the holder or operator of said means of transport;

9.2.9 thedamageeventoccurredduringexpeditionstoremoteplacesortoanenvironmentof

extremesocial, political or climatic conditions, e.g. polar expeditions, expeditions to deserts,

swamps,caveresearch,tripstoextensiveuninhabitedregions;tripstoregionsthatthestateor

local authorities or other public body has designated as a warzone or a zone that is dangerous in another way to life and limband recommended that trips not be made to such regions;

9.2.10 thedamageeventoccurredduring the operation of pyrotechnical, caving, animal taming, stuntwork, artistic, rescue, emergency and deepmine activities, unless otherwise agreed in the insurance policy;

9.2.11

thedamageeventoccurredbecauseofwar, invasion, the activities of a foreignenemy, military activities (regardlessof whether warwas declared or mot), 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 nuclearradiation from any source or radioactive contamination or the use of biological and chemical weapons; the insure rwill provide

fullcoverage 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 even to ccurred inconnection with terrorism.

9.2.12 thedamageeventoccurredthroughnuclearradiation, the unauthorised release of radioactive substances orionising radiation into the environment;

9.2.13 theinsuredpersonsinanywayparticipated/participateinthepreparation,organisationorimplementationofaterroristattack.

9.3 Theinsurerisnotobligedtoprovideasettlementiftheinsuredpartyorfellowtraveller:

9.3.1 doesnotabsolvetheattendingphysicianof his duty of confidentiality towards the insurer;

9.3.2 doesnotsubmittotheinsurerafteraninsuranceeventdocuments or other underlying documentation whenadutyto submitisstipulated in these PPCP;

9.3.3 refuses to submit to a medical examination;

9.3.4 failstoprovideanofficialtranslationofthesubmitteddocumentsintoCzechatitsowncost, ifsaid documentsarenotdrawnupinEnglish;

9.3.5 doesnot inform the insurer truthfully about circumstances pertaining to the occurrence and extent of the damage event.

#### Article 10 Dissolutionofinsurance

10.1 Expiryofterm–Insuranceabroadwilldissolvewith the expiryof the day agree das 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 agree donin the insurance policy as the endofinsurance at the latest.

10.2 Failuretopaythepremium-If the insurer sends the policyholdera 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 monthfrom 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 thepremium or part thereof.

10.3 **Agreement**-Theinsurerandthepolicyholdermayagreeonthedissolutionoftheinsurance scheme. Thisagreementmust contain aspecification of themomentwhentheinsurancecoveragedissolvesand themethodofsettlingmutualobligations. Theagreementmust beconcludedinwriting, otherwiseitshallbe invalid; its writtenformis deemedtohavebeen retained evenifthedraft agreementandits acceptanceareondifferentdocuments. 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, theagreementmaybebasedonlyonthefollowingprinciples:

10.3.1 if, in the case of daily, semi-

annualandannualrates, 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 insurance code stothis proposal, the insurance in the insurance policy; if the insurance coverage dissolves only in the case of certain persons specified in the insurance insurance is a store of the insurance of the insurance in the insurance of the insurance is a store of the insurance of the insurance is a store of the insurance of the insurance is a store of the insurance of the insuranc

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 insurance set to the set of the insurance set of the insurance

coveragemaydissolveonthedatethedraftagreementisdeliveredtotheinsurer, at the earliest.

If the insurance dissolves on the basis of a request by the insured party or policy holder in the case

ofdailyratesoftravelinsurancewithaminimumpremiuminthefirstthreedaysofthecoverage, theinsurerwillretaintheminimumpremiumforeachpersonspecified in the insurance policywhoisto beexcludedfromthecoverage. If the dissolution takes place on the fourthand any other day or the policy does not have a minimum premium, the insurer will refund the total unconsumed

premiumforpersonswhoaretobeexcludedfromthecoverage.ltispossibletosubmit,inthecaseofsemi-annualand

annualratesoftravelinsurance, aproposal 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 policy holder prior

toorafterthecommencementofaninvestigationintoaninsuranceevent(paragraph7.9.1),orafter the

paymentofaninsurancesettlement, and the insurer accedes to this proposal, the policy holder will not have the right to are fund of the premium;

10.3.4 theproposaltoenterintoanagreementonthedissolutionofcancellationfee insurance can besubmittedbythepolicyholdernot later than onedaypriortothe insured partybeingobligedtopaythetravel agencyacancellationfeeundertheconditionsofthesigned travelcontract.

#### 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 policyholderduring 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 theanswer.

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 withdrawfrom the policyif it is proved that the insurer would not have concluded the policy had it received the truthful and complete answers to its guestions.

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 withdrawfrom 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 dutystipulated in paragraph 7.1 and 7.2.

10.4.5 If the policyholder withdraws from the policy, the insurershall reimbursehim 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, itshall 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 shallreimburse 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 thirtydays 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 furtherdissolves

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 or the insurance policy.

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

# Article 11

## Complaintsprocedure

11.1 Complaintsaredeliveredtotheinsurer'saddressspecifiedintheinsurancepolicyanddealtwith

inwrittenform,unlessthepartiesagreeotherwise. The complainant also has the right to contact the Czech National Bankwith their complaint.

#### Article 12

#### ThepurposeofprocessingpersonaldatainaccordancewithAct101/2000Coll.,onPersonalData Protection,asamended

12.1 Thenameornames, surname, residential address, birthcertificatenumberordate of birth, or

thecompanynameofthepolicyholderorinsuredparty(hereinafterthe"data subject")

are deemed personal data under the Personal Data Protection Act. However, within the meaning

ofSection4(2)ofthisAct, itensues that the consent of the data subject is not necessary for the

processing of this personal data by an insurer which is simultaneously the administrator and processor of the personal data.

12.2 Given the characteroftrave linsurance, the insurer may delegate thesettlement of an insurance event, fully or in part, to another personal data administrator (which is, in this case, the processor), which is an expert in the sphere in which the insurance event occurred, in which case this administrator of personal data becomes privy to the personal data of the data subject. Should the data subject disagree with this procedure, it must put its disagreement in writing and submittit to the insurance.

12.3 Section2822oftheActenshrinesarightfortheinsurertoinformationonthestateofthe insured party's healthorthe cause of his deathin cases whenit is necessary, from the viewpoint of insurance coverage which are part of the travelinsurance under these PPCP.

 $\label{eq:linear} Information on the state of health of the insured party is deemed sensitive personal data under$ 

the Personal Data Protection Act, the processing of which requires the administrator of the data to

obtain the consent of the insured party (or its statutory representative), since the purpose of the processing of personal data on the state of health of an insured party in the case of travelins urance is the need to confirm the fact that an insurance even to ccurred and the existence of the

circumstancesunderwhichitoccurred; the consent of the subject of the data is given by the act of their signing of the insurance policy, at the latest however by the

written exercise of an insurance claim which is part of the travel insurance under these PPCP. If such consent was not given or if a consent given at an earlier time is revokedanditwasthereforenotpossibletoinvestigatetheinsurance event, the deadline specified in paragraph 7.7.3 will not apply.

#### Article 13

## 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 fructivities of delivery and the desumant delivered to such pastal address will be deemed delivered on the third business day offer dispatch or if sont

address of in the document delivered to such postal of a document delivered to such 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 14 Final provisions

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

14.2 Travelinsurancetakenoutonthebasisofaninsurancepolicy, partof which are these PPCP, shall be governed by

thelawsoftheCzechRepublic, with the courts of the CzechRepublic having jurisdiction in the event of a disputearising on the basis of this insurance. The same applies to insure drisks abroad, unless the legislation of the country in which the insure drisk is located specifies the application of its own regulations.

14.3 ThesePPCPareeffectiveforinsurancepoliciesconcludedasof1 July 2015.

# SPECIAL TERMS AND CONDITIONS for the insurance of medical expenses abroad

#### Article 1 Basic provisions

1.1 Theinsurancecoversthefollowing:

1.1.1 appropriate expenses incurred onessential medical, surgical or other health care provided to

theinsuredpartyoutsidetheCzechRepublicandoutsidetheterritoryofthecountrywhose medical careinsurancesystemheisapartyto;

1.1.2

basicassistanceservicesprovidedtotheinsuredpartyabroadbytheinsurer'sassistanceserviceintheeventofanemergencyorinconnectionwithaninsuranceevent. 1.2 Theinsurerwillprovideaninsurancesettlementuptothefollowinglimitsintheeventofan insuranceclaim, unless otherwise specified in the insurancepolicy:

medicalexpenses abroad	limits of insurance settlement
outpatient medical treatment	no limit
drugsandothermedical carematerials	no limit
hospitalisation,includingtransporttohospital	no limit
treatment, diagnosis and operations	no limit
activitiesof rescue units and mountain rescue teams	no limit
repatriationtotheCR	no limit
transportexpensesofthenextofkinintheeventofrepatriationoftheinsuredparty	no limit
acutedentaltreatment	CZK 10,000 forthetermofthepolicy
accommodationexpensesofthenextofkinintheeventofthehospitalisationof theinsuredparty	max.5days/CZK2,000 per day
insuranceofrisksrelatedtoterrorism(medicalexpensesabroad)	CZK 1,500,000
repatriationrelatedto terrorism	CZK 1,500,000

1.3 Terrorism-related risks are covered as part of the insurance of medical expenses abroad, asopposed 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 convice organizes for reparticipant of the insured party when its state of health as participants the velicity of the insurance of medical expenses.

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 Thefollowingaredeemedtobeinsuranceeventswithintheframeworkoftheinsuranceofmedicalexpensesabroad:

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 Theinsurerwillpaythefollowingexpenses inconnection with an insurance event:

2.2.1 acutedentaltreatmentfortheimmediateeliminationofpain;

2.2.2 theessential medicaltransportation of the insured party from the site of the insurance event to

thenearestfirstaidfacilityandbacktohisplaceofresidenceabroadoraplacespecifiedbythe attendingphysician and other medically substantiated transport

approved in advance by the insurer's assistance service;

2.2.3 theexamination, treatment and medical services necessary to stabilise the insured party's state of

healthtosuchanextentthatheisabletocontinuetheplannedtriportoberepatriated;

2.2.4 anemergencyoperationifagreedtoinadvancebytheinsurer's assistances ervice;

2.2.5 drugsandothermedicalresourcesnecessaryfortreatmentanddemonstrablyprescribedbythe

attendingphysician;

2.2.6

therepatriation of a sickorinjured insured party to the CR if his state of health sopermits and if its 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

therepatriation 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 the ircremation at the place the insurance event occurred;

2.2.8 theactivitiesoftherescue unitsandmountainrescueteams.

#### Article 3 Scopeofassistanceservices

3.1 Theinsuranceofmedicalexpensesabroadincludesassistanceserviceswhichareprovidedbythe

insurer'sassistanceservice. This involves the submission of information and the organisation of medical

care,paymentofexpensesonbehalfoftheinsuredparty,andtheorganisationoftransport.

3.2 The insurer's assistance service submits information and arranges medical care using thefollowingmethods:

3.2.1 itinformstheforeignmedical carecentreoftheinsuredparty'sinsurancecover;

3.2.2 itholdsconsultationsontheinsuredparty'sstateofhealth;

3.2.3 itrecommends and mediates the appropriate medical care;

3.2.4it 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 careto the insured party;

3.2.5itmaintainsongoingcontactwiththeinsuredpartyandsubmitsstatements to the next of kin specified by the insured party or

mediatescommunicationbetweentheinsuredpartyandthemedical facility.

3.3 Theinsurer's assistances ervice mediates and arranges for the payment of the following expenses:

3.3.1 forhospitalisationinaccordancewithandtotheextentofthePPCP;

3.3.2 foraccommodationoftheinsuredpartyafterhisreleasefromhospitalifhehasmissedthemeans

oftransportoriginallyplannedforhisreturnfromthetripbecauseofhospitalisation, butonly

untiltheinsuredpartyhasthepossibilityoftravellingbyothermeansoftransporttotheCRoris repatriated to the CR;

3.3.3 fortheaccommodationofone of the insuredparty's nextofkininthe place where the party is

hospital is edup to a limit a greed on in the event of hospital is at ion lasting more than seven days and the seven days and the seven days and the seven days are seven days and the seven days are seven days and the seven days are seven days a

 $these rious state of health of the insured party not allowing for its repatriation to the {\sf CR};$ 

3.3.4 forout-patienttreatmentifrequested by the insured party.

## 3.4 Theinsurer's assistances ervice provides transports ervices as follows:

3.4.1 itorganisesfortherepatriationofasickorinjuredinsuredpartytotheCRifhisstateofhealthso permits and if it is notpossible to usetheoriginally plannedmeansoftransportontheoriginally scheduled dateonthebasisofadecisionreachedbyaphysicianforhealthreasons; therepatriationdateand

typeoftransport meanswillbeelectedbytheinsurer's assistances ervice, which will also arrange for a qualified escort, if necessary (physician, nurse);

3.4.2 itorganises, in the event of the death of the insured part yabroad, for the repatriation of the physical

remainsoftheinsuredpartyfromtheplacewheretheyarestoredabroadtotheCzechRepublic

ortothecountryofhislastresidence.orthestorageofthephysicalremainsoftheinsuredpartyor theircremationintheplaceof theinsuredparty's death;

3.4.3 itarranges, on the basis of are commendation by the attending physician, for the transport of the insured party, including a qualified escort, to a better equipped

facilityofa correspondinglevel if the medical facility originally selected is unsuitable inlight of the insured party's state of health; the

decisiononthedateandtransportmeanswillbeamatterfortheinsurer's assistances ervice,

whichwilltakeintoaccountallcircumstances, above all the state of health of the insured party and the serious ness of the situation;

3.4.4 itwillorganiseforthetransportofonenextofkinoftheinsuredpartycoveredbythisinsurance to the CR iffthetransportoriginally envisaged to be

usedforreturningtotheCRcannotbeusedforreasons relatedtotheinsuranceevent;

3.4.5 theinsurer's assistances ervice will arrange, in the event of a long-term tripabroad, for the

transportoftheinsuredpartytotheCRforthepurposeofcarryingoutanoperationintheCRand

backtotheplacehewasstayingabroad, if the operation is an ecessary part of the treatment of

an injury or ill ness which occurred abroadduring the term of the insurance and which, though the insurance and which is the term of te

 $essential, is not urgent; in this case there a so nable travelex penses for transport of the insured {\constraint} and {\constraint} and$ 

partytotheCRandbackarepaidonconditionthatthereasonableexpensesreferredtoarelower thanthecostoftheoperationabroad.

3.5 Assistanceservices are provided within the framework of the possibilities of legal regulations and are conditional on the consent of the competent bodies.

Theinsurer is notresponsible for a delayortheimpossibilityofataskbeingcarriedoutbytheassistanceservicesasaconsequence

ofwar,domesticunrest,terrorism,therisksofnuclearenergy,oranyotherobjectiveimpossibilitytoact.

3.6 If the consequence of a terroristactist hat the provision of assistances ervices in the area in question is restricted ormade 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, upontherequestoftheinsuredparty, the assistances ervice provides assistance incases not covered by this insurance, the insurer's

assistanceserviceortheinsurerhasthe righttobe compensatedbythe insuredparty fortheamountswhichitspentinconnectionwiththisassistance.

#### Article 4 Exclusionsfrominsurancecoverage

#### 4.1 TheinsurerisnotobligedtoprovideaninsurancesettlementinthecasesspecifiedinArticle9 of the VPP and also in cases in which:

4.1.1 theinsuredtripwastakenforthepurposeoftreatment;

4.1.2 thedamageeventoccurredduringaninsuredtripwhichaphysicianhadnotadvisedorhad forbiddentheinsuredpartyfromtaking;

4.1.3 theinsured party refuses the treatmentrecommended by the insurer's assistance service and attendingphysician;

4.1.4 repatriationormedicaltransportation 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 Theinsurance of medical expenses abroad does not relate to the following:

4.2.1 preventativevaccinations, vitamins, nutritious and revitalising products, preventative medical examinations, and the issuing of sicknotes;

4.2.2 prostheses, modification of the jaw, dental crowns and aids (e.g. glasses, contact lenses, or thopaedic 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, medicaltransportorrepatriationinconnectionwithaninjurywhichoccurredpriorto the commencement date of the insurance;

4.2.5 treatment, medical transport or repatriation in connection with mental disorders or illnesses,

includingdepression, unless they demonstrably occurred as a consequence of an injury which is an insurance event under these PPCP;

4.2.6 thetreatmentofsexuallytransmitteddiseasesorAIDS;

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 anyexpensesintheeventofariskypregnancy;

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 astayandtreatmentinspafacilities, sanatoria, treatment facilities, convalescencehomes, and similar facilities for the purpose of submitting to rehabvilitation, chiropractic and physiotherapeutic procedures or treatment;

4.2.12 treatmentbymethodsnotgenerally recognised by the scientific community and the removal of the consequences or complications of such treatment;

4.2.13 examinations and treatment under taken 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

theCRrecommendedbytheassistanceserviceandapprovedbyaphysician;

4.2.16 cases in which a damage event takes placed uring the operation of an uninsurable sport or risky

sportwhichisinsurableforanincreasedbasicrate, without such aratehaving been agreed on.

4.3 Theinsurerhastherightnottoprovideaninsurancesettlementif:

4.3.1 theinsured party or beneficiary does not contact the insurer's assistances ervice and does not

complywithitsinstructionsincasesinwhichPPCPandtheinsurancepolicyinstructittodoso.

4.4 BesidesthereasonsstipulatedinArticle8oftheVPP,theinsurerhastherighttoreducethe insurancesettlementif:

4.4.1 The consequences of the insurance event deteriorate as a result of the insured party not

complying with the relevants a fetyme as ures, including the use of protective aids and equipment;

insuch cases the insurerisent it led to reduce the insurances ettlement by up to 50% depending on the serious ness 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 assistances ervice 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 the insure of the insure of

tosuchconduct. 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 Theinsurerisnotobligedtopaydefaultinterestonunpaidinvoicesformedicalexpenses from abroad.

4.5.3 If the insurer provides an insurances ettlement in the form of the payment of expenses to a foreign medical

facility or the provision of assistances ervices for reason of urgency, and it comes to light during the subsequent investigation that the insured party did not have a right to the insurances ettlement or assistances ervice, the insured party or that party to whose benefita

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 insurances ettlement.

4.5.4 If the insurer's assistances ervice organises the services specified in paragraph 3 of these ZPP and

theinsuredpartyoranotherpartyspecified in this Article does not use them, this party is obliged to reimburse the insure for

the costs linked with the provision of said service. This receivable can be offset against the insurances ettlement.

#### Article 5 Rightsandduties

5.1 Theinsuredparty, beneficiary or fellow traveller is obliged:

5.1.1 tocontacttheinsurer's assistances ervice immediately and abide by its instructions incases of:

5.1.1.1 hospitalisation, where he isobliged to inform the assistances ervice immediately after acceptance to a hospital (if his state of health sopermits);

5.1.1.2 amore complex diagnostic examination using specialised instruments (with the exception of regular X-

rayandsonographicexaminationsandbloodtests)toascertainthestateofhealthin thecaseofout-patienttreatmentpriortoitbeingundertaken;

5.1.1.3 scheduledphysiotherapyorchiropractictreatment, rehabilitation procedures and treatment demonstrably prescribed by the attending physician; 5.1.1.4 the death of the insured party;

5.1.1.5 anurgentmedicaloperation, when he is obliged to inform the insurer's assistances ervice prior to it being under taken;

5.1.2 toinform the insurer that an insurance even thas taken place immediately, but not later

than14daysoftheinsuranceevent.evenifnoexpenseswereinvolvedinconnectionwithtreatment;

5.1.3 inthecaseofaninsuranceeventconnected with a traffic accident or criminal act, to contact the police without undue

delavandtoobtainapoliceprotocolandsubmitit totheinsurer:

5.1.4 tosubmitoriginalsoftheaccountsordocumentsrelatedtothe insuranceeventimmediatelyto theinsurer, alongwithotherrequesteddocuments.

# Article 6

Exerciseofaclaimtoaninsurancesettlement

6.1 Theinsuredpartywill exercise a claimfor there imbursement of expenses incurred linked without-patient treatment with the insurer without undue delay by submitting the completed Damage Event Report (Insurance of Medical Expenses Abroad) form

inwrittenorelectronicform(www.allianz.cz),andattachthefollowingthereto:

6.1.1 amedical report from the attending physician containing the diagnosis;

6.1.2 medical prescription for the drugspurchased;

6.1.3 theoriginalofthebillforthe treatmentordrugs;

6.1.4 apoliceprotocolintheeventofatrafficaccidentorcriminalact.

6.2 Theinsuredpartyisobligedtosubmittotheinsurerotherdocumentscorroboratinghisclaimforaninsurance settlementuponthelatter's request.

# SPECIAL TERMS AND CONDITIONS

for accident insurance

## Article 1

Basic provisions

1.1 Thesubjectoftheinsuranceisdailycompensationfortheperiodofthe essentialtreatmentofan

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 TheinsurerwillprovideasettlementfromaccidentinsuranceatthelevelspecifiedintheseZPPif

theinjurytotheinsuredpartytakesplaceduringthetermofinsuranceon theterritorycoveredbythe insurancescheme.

1.3 Accidentinsuranceisagreedonforthefollowingrisksandsumsinsured, unless specified in the insurance policy otherwise:

accident insurance	sum insured
deathasaconsequenceofanaccident	CZK 200,000
permanentconsequencesofanaccident,relativesettlement fromthesuminsured	CZK 400,000
fortheperiodofessentialtreatment	CZK 100/day

#### Article 2

#### Insurance event

2.1 Underthetermsofthe accidentinsurance, an insurance event is an accident suffered by the insured

partybytheunexpected and sudden operation of external forces or a person's own strengthindependently of the insured party's will,

whichoccurredduringthetermoftheinsuranceandwhichdamagedthehealthoftheinsuredpartyor caused hisdeath. Theinsurerwillalso makeasettlementfor damagetohealthcausedto the insured party bythefollowing:

2.1.1 sickness caused exclusivelyby the consequences of the accident;

2.1.2 localizedfesteringaftertheintrusionofinfectiousgermsintoanopenwoundcausedbythe accident;

2.1.3 tetanusorrabiesinfectionduringanaccident;

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 immunoto xicsubstances).

#### Article 3 Exclusionsfrominsurancecoverage

3.1 Theinsurerisnotobligedtoprovidean insurancesettlementinthecasesspecifiedinArticle9oftheVPP and inthefollowing 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 inconnection with a cosmetic measure or interventions.

3.2 Theinsurerdoesnothaveadutytoprovideaninsurancesettlementfor:

3.2.1 theincidenceanddeterioration of hernias, tumours of all kinds and origins, formation and deterioration of a septicinflammations of tendons heaths, muscle

insertions, bursaeitisandepicondylitis, and sudden strokes;

3.2.2 injuriestothespine, apartfrominjuresinvolvingdamagetothespinalcordor abrokenvertebrae;

3.2.3 infectious diseases, even though they we retransmitted by an injury;

3.2.4 diseasesandoccupationaldiseases;

3.2.5 deteriorationorincidenceofsicknessasaconsequenceofanaccident:

3.2.6 mental disorders and changes of psychological state regardless of how they we recaused, 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

suddenstrokesorotherepisodeofconvulsions;

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

3.2.9 anaccidentwhichtakesplaceasaconsequenceofpoisoningaftertheconsumptionofsolid

orliquidsubstances; this exclusion does not relate to children up to ten years of age, unless the poisoning was caused by foods tuffs;

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

3.2.11 thepullingoftendons, muscles, ligaments or sockets.

3.3 Furthermore, theinsurerdoesnothavetoprovideasettlementinthecaseofaninsuranceeventinwhichtheinsuredparty:

3.3.1 doesnot demonstrate by a credible means that the accident occurred during an insured trip:

3.3.2 doesnotseekimmediatemedical attentionduringtheinsuredtripordoesnotrespectthedoctor'sadviceandrecommendations,asaresult of which

the consequences of the insurance event deteriorate.

3.4 Theinsurerhastherighttoreducetheinsurancesettlementbyuptoonehalf:

3.4.1 iftheaccidentoccurredasaconsequenceoftheconsumptionbytheinsuredpartyofalcoholortheuseof

addictivesubstancesorproductscontainingaddictivesubstancesandthe circumstances under which the accident occurred bearthis out. However, if such an accidentcausesthedeathoftheinsuredparty, theinsurerwillonlyreducethesettlementiftheaccidentoccurredinconnectionwiththeconductoftheinsuredparty which ca usedseveredetrimentto healthorthedeathofathirdparty. But the insurer does not have such aright 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 theaccidentoccurred.

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 redlight, failingto giveright 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 Insurancesettlementof dailycompensationforan averageperiodoftreatmentoftheconsequencesofanaccident

4.1.1 Therighttoaninsurancesettlementofdailycompensationforthe average periodoftreatment

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

acasetheinsured partyispaid aninsurancesettlementcorrespondingtothedailycompensationmultipliedbytheaverage

periodoftreatmentspecifiedforthephysicalinjurvinguestionintheevaluationtableforthe

averageperiodfortreatingtheconsequencesofanaccident(hereinafterthe"evaluationtable"),

which the insured party has the right to inspect at the insurer's. The insurer reserves the right to

supplementandchangetheevaluationtabledependingonthedevelopmentofmedicalscience

andpractice, if as a consequence of this development there is a significant change to the average

timeforthetreatmentofanyofthephysicalinjuriesspecified in the evaluation table. The amount of

theinsurancesettlementisspecifiedbytheinsurerinaccordancewiththeevaluationtablevalid atthetime 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

specifytheperiodoftreatmentforwhichitwillprovideasettlementaccordingtothatphysical

damagespecified 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,

hewillbeprovided as ettlement 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 Insurancesettlementforpermanentconsequencesofanaccident

4.2.11ftheaccidentsufferedbytheinsuredpartyleavespermanentconsequences, theinsureris

obligedtopaythatpercentageofthesuminsuredwhichcorrespondstotheextentofthe

permanentconsequencesforindividualphysicalinjuresaccordingtothetablefortheevaluation

ofpermanentconsequences(the "table"), which the insured party has a right to inspect at the

insurer's. Theinsurer will not provide a settlement for other permanent consequences which are

notstipulated 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, theirs urerwillpay thesumcorrespondingtothepercentofdamageattheendofthisperiod.

422

If the table stipulates apercent agerange, the insurer will specify the level of the settlement insuch away that the settlement corresponds to the character and extent of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the settlement of the photon is a set of the ph ysical injurycausedbytheaccidentwithintheframeworkoftherangeinguestion. Theinsurermay

supplementandchangethetabledependingonthedevelopmentofmedicalscienceorpractice.

Theinsurerwillspecifythelevelofthesettlementinaccordancewiththetablevalidatsuchtime asthepermanentconsequencesofaninjuryarereported.

4.2.3 Thelevelsoftherestrictedmovementofjointsarestipulatedinrelationtonormalphysiologicalextentofmovementasfollows:

lowlevel-arestrictioninmovementrangingfrom10%to33%ofthestandardinallplanesofmovement;

mediumlevel-arestrictioninmovementrangingfrom34% to66% of the standardinall planes of movement;
 highlevel-arestrictioninmovementabove66% of the standardinall planes of movement.

4.2.4 Theinsuredpartyisentitledeveryyear, butnot more than three years after the insurance event, to again

requestthestipulationoftheextentofthepermanentconsequencesofanaccidentinthe

eventofadeteriorationofitscondition. Ifitisacknowledgedthatthepermanentconsequences of the accident suffered by the insured party

areworsethanhadbeenthought, the insurerisobliged to pay the increased settlement within 15 days after the delivery of the request.

4.2.5 Theinsurerwillcorroborate the extent of the permanent consequences by means of medical documentation, and the insurer is entitled to verify the

saiddocumentationbymeansofamedical examinationperformedbyadoctoritspecifies.

4.2.6 If the permanent consequences of an accident relate to part of the body or an organ which had

beendamagedpriortotheaccident,theinsurerwillreducethesettlementbythepercentage

correspondingtotheprecedingdamagespecifiedinaccordancewiththetable.

4.2.7 Thetotalsettlementprovidedbytheinsurertotheinsuredpartyforthepermanentconsequences

ofoneaccidentwillcorrespondatmosttotheextentof100%underthetable.

4.2.8 If the consequence of an accident is the loss of a limbor part thereof which requires a prosthetic

replacement orthelossofalimborpartthereoforsuchparalysisofthebodywhichrequiresuseofawheelchair, theamountofthesettlementacknowledgedforthepermane ntconsequenceofanaccidentwillbeincreasedby10%;therighttothisincreasewillbecorroboratedbythe confirmationofaspecialistmedical

facilitytotheeffectthattheneedforaprostheticreplacement orwheelchairhasbeenrecognisedfromamedicalpointofview.

4.2.9 Ifindividual consequences after one or more accidents relate to the same limb, or gan or part

thereof, the insurer will evaluate these as a whole by the high est percentage stipulated in the table

for the anatomical or functional loss of the relevant limb, or gan or part the reof.

4.2.10 If the insured party dies within one year of the day on which the accident occurred from causes

notrelatedtotheaccident.orifhedieswithinthreeyearsoftheexpiryofoneyearof

theinjuryforanyreasonwhatsoever, and if there is a right to a set them entfort the permanent consequences of an accident which has not yet been exercised, then

anamountispaidwhich correspondstotheextentofthepermanentconsequencesoftheaccidentatthetimeofthe insuredparty'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

accidentoccurred, 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 ntforpermanent consequencesofthisaccidentwillbededucedfromthesettlementfordeathasaconsequenceof theaccident.

4.3 Insurancesettlementfordeathasaconsequenceofanaccident

4.3.1 If the insured party dies as a consequence of an accident within one year of the day on which the

accidentoccurred aright will be established to a settlement at the level of the sum insured in

theeventofdeathasaconsequenceoftheaccident. The amount of the settlemental ready paid or the advance payment for the settlement for the permanent consequence softhisaccidentwillbededucted 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 what so ever, no right to an insurances ettlement shall arise.

4.3.3 If a beneficiary was not designated at the time of the insurance event, of 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 Theinsuredpartyisobligedtoseekmedicaltreatmentimmediatelyaftertheaccidentandtoabidebytheinstructionsoftheattendingphysician.

5.2 Theinsuredparty isobliged to subject himselfto an examination by adoctor authorised by the insurer upon the insurer's request.

## Article 6

## Exerciseofa claimtoaninsurancesettlement

6.1 The insured partywill exercise his claim to an insurance settlement of daily compensation with the insurer without undue delay

bysubmittingthecompletedDamage Event Report(Accident)formin writtenor electronic form(<u>www.allianz.cz</u>),andattachthefollowingthereto: 6.1.1 medicaldocumentationonthecourseofaccident's treatment and rehabilitation abroad;

6.1.2 ahospitaldischargereport in theeventof the insured party's hospitalisation inconnection with the accident;

6.1.3 apolicereport, if the accident occurred inconnection with a traffic accident or criminal act.

6.2 Permanent consequences of an accident will be reported by the insured party to the insure ron the Permanent Consequences of an Accident Report form.

6.3 Theauthorised party swill submitthefollowingto theinsurerintheeventofthedeathoftheinsuredpartyasaconsequenceofanaccident:

6.3.1 acopyoftheinsuredparty'sdeathcertificate;

6.3.2 anofficiallyverifiedcopyoftheauthorised party'sIDpassandbirthcertificate;

6.3.3 apolicereportifthecircumstancesofdeathwere investigatedby the police.

6.4 The insured party (authorised party) isobligedtosubmitotherdocumentsuponrequesttocorroboratehisclaimtoaninsurancesettlement.

# SPECIAL TERMS AND CONDITIONS forbaggage insurance

#### Article 1 Basic provisions

1.1 Thesubjectoftheinsuranceisthe travelbaggageandthepersonalitemsoftheinsuredparty

regularlyusedfromthepointofviewofthelength, characterandpurposeoftheinsuredtrip, as

wellasitemswhichtheinsuredpartydemonstrablyacquiredduringtheinsuredtrip.Baggage insurancealsorelatestosportequipment.

1.2 Baggageinsurancecoversflightdelays, delayedbaggageandtherentalofreplacement 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 settlementandsum insured
alldamagetotheinsuredparty'sbaggage	CZK 20,000
damagetooneitem	CZK 10,000
alldamagetovaluableitems	CZK 10,000
toonevaluableitem	CZK 5,000
alldamagecausedbybreakingintoavehicle	CZK 10,000
tooneitemstolenfromavehicle	CZK 5,000
for a delayed flight from the seventhhour 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

Supplementarybaggageinsurancecanbetakenoutontopofthebaggageinsurancewith an increaseofthesuminsuredasfollows.

supplementary baggage insurance	limits of insurance settlement
alldamagetotheinsuredparty'sbaggage	CZK 50,000
damagetooneitem	CZK 25,000
alldamagetovaluableitems	CZK 25,000
toonevaluableitem	CZK 10,500
alldamagecausedbybreakingintoavehicle	CZK 25,000
tooneitemstolenfromavehicle	CZK 7,000

#### Article 2 Insurance event

#### 2.1 Aninsuranceeventunderthetermsofbaggageinsuranceisdeemedtobe:

#### 2.1.1 theftofbaggage;

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, lightening strike, hurricane, hailstorm, flood, inundation or earthquake;

2.1.4 theftofbaggagebybreakingintoamotorvehicle, caravanor vessel onlyif:

thetheftoccurred between7 amand10 pmlocaltime.and

thebaggagewasstoredinthevehicle's lockedtrunk,inalockablecompartment,in alockableroofbox,orinacaravan,

alwaysinsuchawaythatitwasnotvisible from outside, and

thevehicle,caravanor vessel wascompletelylockedandallwindowswerefullyclosed;

2.1.5 theappropriationofproperlychecked-inbaggage;

2.1.6 theftorburglaryofa valuableitem:

• 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 is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the insured party which required immediate medical treatment is the consequence of which was an injury suffered by the consequence of which was an injury suffered by the consequence of which was an injury suffered by the consequence of which was an injury suffered by the consequence of which was an injury suffered by the

· storedbytheinsuredpartyincustodyorinasafeinanaccommodationfacility.

2.1.7 Whendeterminingtheamountoftheinsurancesettlement, theinsurer will base its calculation on

thenetcurrentpriceoftheitem.lfthatpricecannotbestipulated,theinsurerwilldetermine 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 Aninsurance eventunder flightdelay or delayedbaggage insurance refersto:

2.2.1 adelayin excess of sixhourstoaflight 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 CZK200 to the insured party for each full hour of the delay, up to a maximum of CZK5,000;

2.2.2 ademonstrableandjustifieddelayin excess of sixhours in the delivery of the baggage of a flight reserved by the

insuredparty:inthiscase,theinsurerwillmakeasettlementofCZK200totheinsured partyforeachfullhourofthedelay,up to a maximumofCZK5,000.

#### 2.3 Aninsuranceeventunderinsurance of therental of replacements ports equipment refers to:

2.3.1 the delayeddeliveryofproperlychecked inbaggagecontaining the insured party's sports equipment by affight operatorin excess of sixhours after arrivalat the target destination for legitimate and demonstrable reasons;

2.3.2 thedestruction, damageorloss of the insured party's sports equipment at the time of the being submitted for airtransport.

Inthesecases the insurer will pay the insured party the expenses for the rental of replacement sports equipmentup to amaximum of CZK1,000 for each day, up to a total maximum of CZK5,000.

#### Article 3 Exclusionsfrominsurancecoverage

## 3.1 TheinsurerisnotobligedtoprovideaninsurancesettlementinthecasesspecifiedinArticle 9oftheVPPandifdamageoccurred:

3.1.1 bytheftfromatentoranotherstructurewithnon-solidwallsorceilingsmadeofcanvas;

3.1.2 bytheftofanitemleftunsupervised inpublic;

3.1.3 bytheftfromanautomaticstoragelocker;

3.1.4 bytheftofbaggagefromthetrunkofavehicleandfromalltypesoffreighttrailers;

3.1.5 by apickpocket;

3.1.6 bydamagetothebaggageduringtransportationbyforwardingcompanies;

3.1.7 bytheft, burglary and damage of motor vehicles, the equipment of motor vehicles and

othermotorised means of transport and their accessories, all trailer types, including caravans, motorised means of water transport, all motorised and non-

motorisedmeans of air transportandalltypes of aeroplanes, and all types of parachutes and sportskites, including the accessories thereto.

#### 3.2 Insuranceofa flightdelayanddelayedbaggagedoesnotrelateto:

3.2.1 delayed baggage upon arrival in theCR;

3.2.2 delayedflight or baggagecausedbyastrikeorotherreasonswhichwerealreadyknownonthedatetheflightwasreserved;

3.2.3 baggagethatwasnotproperlycheckedinattheairport;

3.2.4 financiallosssufferedbytheinsuredpartyas a consequence of the delayed baggage;

3.2.5 acasewheretheinsuredpartyorfellowtravellermissedthedeparturethroughtheirownfault.

### 3.3 Theinsurancedoesnotcover:

3.3.1 alltype of documents, passes and authorisations, bonds, shares, payment and other magnetic cards, SIM cards, traveltickets, air

tickets,money,securities,valuableitemsandkeys;

3.3.2 datastorage 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 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'srequisitesandalcohol:

3.3.6 thelossortheftofordamagetoanimals;

3.3.7 itemsandequipment(apartfromsports equipment)acquiredforbusinessactivitiesand heldintheaccountsofalegalentity;

3.3.8 itemswhoseacquisitionisnotduly documentedby way of original receipts or other original proof of acquisition;

3.3.9 theft ofordamagetophotographicandfilm equipment, computers, mobiletelephones,

audiovisualtechnologyequipment, allelectronicandopticaldevices and accessories in the event of the the ftof baggage by breaking into a motor

vehicleorcaravan, unlessa trafficaccidentoccurred with subsequent medical treatment.

#### Article 4 Rights and duties

#### 4.1 Theinsuredpartyisobliged:

4.1.1 toimmediately 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 beinglost or stolen and to immediatelyinform the insurer in writing. In such a case, the insurer will only compensate damage pertaining toitemsthat 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 policeprotocol 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

### Exerciseofa claim to an insurance settlement

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

5.1.1 Intheeventofaninsurancesettlementarisingfrombaggageinsurancethefollowingisattached totheform:

5.1.1.1 apoliceprotocolonthedamage report, including adetailed list of items with their dates of acquisition and prices;

5.1.1.2 arecord of the damagesuffered and adocument on the exercise of a right to compensation

fordamageoracalculationofthecompensationprovidedfromthepublicentityatwhichthe damageoccurred;

5.1.1.3 theoriginal receipts for the items being claimed, including a translation into Czech;

5.1.1.4 amedical report from adoctoror medical facility which provided the first treatment in connection with the insurance event;

5.1.1.5 photodocumentationoftheinsuranceeventanddamageditems;

5.1.1.6 acopyofthevehiclerentalagreement, ifitsrentalrelatestotheinsuranceevent;

5.1.1.7 adocumentontherepairofthevehicle(orpartthereof),ifbaggagewasstolenfromthevehicle;

5.1.1.8 otherdocumentscorroboratingthelegitimacyoftheclaimforaninsurancesettlementorrequiredbytheinsurer.

5.1.2 The following will be attached to the form in the event of an insurance set the mentioned and a set of the form in the event of an insurance set the mention of the form in the event of an insurance set the mention of the form in the event of th

5.1.2.1 a document on the delayor cancellation of the flight issued by the airlines howing the time of the schedule d flight, there as on for

itsdelayed,andthedeparturetimeofthesubsequentoralternativeflight;

5.1.2.2 confirmationfromtheairlineofthedelayeddeliveryofthebaggageshowingthedateand timeofthescheduledandactualdeliveryofthebaggageorconfirmationofthe non-deliveryofthe baggage; 5.1.2.3 anair ticketorconfirmationofflightreservationshowingthedateon which thereservationwasmade;

5.1.2.4 abaggageticket; 5.1.2.5 otherdocumentscorroboratingthelegitimacyoftheclaimforaninsurancesettlementorrequiredbytheinsurer. 5.1.3 Thefollowingwillbeattachedtotheformintheeventofaninsurancesettlementduetotherentalofreplacementsportsequipment:

5.1.3.1 adocumentonthedelayeddeliveryofsportsequipmentissuedbytheairline; 5.1.3.2 anair ticketorconfirmationofflightreservation;

5.1.3.3 a baggageticket; 5.1.3.4 adocumentonownershipofthedelayedsports equipment;

5.1.3.5 asports equipmentrentalagreement;

5.1.3.6 adocumentonpaymentofthesports equipmentrental; 5.1.3.7 othercorroboratingthelegitimacyoftheclaimforaninsurancesettlementorrequiredbytheinsurer.

# SPECIAL TERMS AND CONDITIONS forinsurance 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 onepremium, unless otherwise specified in the insurance policy:

insurance of liability for damage and other loss	limits of insurance settlement	limitforallinsuranceevents
damagetohealthordeath	CZK 2,000,000	CZK 10,000,000
tooneitem	CZK 1,000,000	CZK 5,000,000
subsequent damage	CZK 100,000	CZK 500,000
damagecausedbycatordogtohealt h, deathortoproperty	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, theexpenses 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 lossen suing from the insurance event.

1.4 Onlytheinsuredpartycanapplyaclaimforaninsurancesettlement. Theinjuredparty is not entitledtoapplyaclaimforaninsurancesettlementfrom theinsurer.

#### Article 2 Insurance event

2.1 Aninsuranceeventinvolvesdamagebeingdonetothelife or health

oritemsofathirdparty, which is caused by the insured party during normal civic life and for which the insured party is legally liable

underthelegislationofthecountryinwhichthedamageor other losswascaused, ifaclaimfordamagecompensation islodgedagainsttheinsuredparty.

2.2 Morethanoneclaimfordamageor other losscompensationensuingfromoneormorecauses, which relate to each

otherinrespectoftime, place or otherwise, independently of the numbered 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 lossonly if the insured party applied the claim for damage compensation under such other insurance.

#### Article 3

#### Exclusionsfrominsurancecoverage

3.1 TheinsurerisnotobligedtoprovideaninsurancesettlementinthecasesspecifiedinArticle9 of the VPP and also for damageor other loss:

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

3.1.2 causedtotheitemsofitsnextofkin,fellowtravellerorcolleague;

3.1.3 caused inconnection with the use of any motor is edve hicles and means, caravans, trailers, any

vesselsoraeroplanes, alltypesofparachutes and sportskites, including all the accessories thereof (used for sportspurposes);

3.1.4 toitemsborrowed, rented or leased bytheinsuredpartyfrom 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 causedinconnectionwith the ownership, maintenance or use of we apons, performance of military,

policeoraviationprofessionsorhuntingrights, or preparations for these activities;

3.1.6 causedduringtheperformanceofan occupation, businessactivity or other income earning activity, unless otherwise

agreedintheinsurancepolicy, ortoitemspurchased and used for these purposes;

3.1.7 regardingwhichthereisastatutorydutyonthepartoftheinsuredpartyorinjuredpartytotake outinsurance;

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

3.1.9 caused in connection with the use, sale, production, delivery, maintenance and

otherhandlingofsubstanceswhicharebannedunderthelegislationofthecountrywheretheinsuredpartyis staying;

3.1.10 causedbythedestruction.damageorlossofrecordingsonaudio.visualanddatastorage devices;

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

3.1.13 causedbyanimalswhichtheinsuredpartyisresponsible for, with the exception of cats and dogs

3.1.14 causedbyanimalswhichtheinsuredpartyusesforsportsor businesspurposes;

3.1.15 caused by the introduction or expansion of an infectious disease affecting people, an imal sorplants;

3.1.16 causedtotheenvironment;

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

3.1.18 causedduringtheoperationofanyoftheriskysports, without the premium plusadditional payment having been paid;

3.1.19 causedduringtheoperationofanyofthenon-insurablesports, unless otherwise specified in the insurance policy.

3.2 Theinsurancedoesnotcover:

3.2.1 finesandcompensationintheformofsanctions;

3.2.2 compensationformentalandmoralloss:

3.2.3 immateriallossesordamagewhichoccuredthroughanunauthorisedintervention with the right to the protection of personality.

#### **Rights and duties**

4.1 The insuredparty is obliged to inform the insurer's assistances ervice of a damage event without undue delay and:

4.1.1 todescribethecircumstancesleadingtothedamageevent;

4.1.2 tospecifythenamesandaddressesoftheinjuredpartiesandanypossiblewitnesses,andto submittheirwrittendeclarations;

4.1.3 togiveawritten opinionofhisliabilityforthedamage, the compensation for damage requested and the level there of

4.1.4 toobtainapoliceprotocolandsubmitittotheinsurer;

4.1.5 toobtainotherrelevantdocumentscorroboratingthecauseandextentofthedamage.

4.2

Theinsuredparty isobliged to provide the insure rcooperation inconnection with the insurance event, to obtain and submitto the insure proof and declarations, and to participate in legal proceedings and other proceedings, if the insure resorrequests.

4.3 Theinsured party isnotentitledtomakeanysettlementoracknowledgementofanyrightofathird party(injuredparty)onhisownbehalforthatofthe

insurer, without the prior written consent of the insure ror the assistances ervice.

4.4 Theinsuredpartyisobligedtodiscusswiththeinsurerorassistanceserviceinadvancetheuseof

legalservices, to abide by their instructions, and to inform the insure rofthe 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

insurerisentitledtoreducetheinsurancesettlementcommensurately(Article8of the VPP).

4.6 If the insured party knowingly misleads the insurer in respect of the fundamental circumstances relating to

thelegitimacyoftheclaimfordamagecompensationorthelevelthereof, theinsurerhasthe righttorefusetoprovidedamage compensation.

4.7 If the duty of the insured party to compensate for damage or other loss is being decided in proceedings

beforeacourtoranotherauthorisedbody theinsurerisentitledtoholdbackfromprovidingdamage compensation until such time as it receives a final verdict which imposes a duty on the insuredpartytocompensatefordamage.

4.8 Theinsurerisentitledtoascertaininformationonthestateofhealthorcauseofdeathofthe injuredpartyinconnectionwithaninvestigationofaninsuranceeventrelatingtodamage

authorized

party

provideaninsurancesettlement

liability.lfthedeathoftheinjuredpartyisnotinvolved.theconsentoftheinjuredpartyor another

willbenecessarytoascertainhisstateofhealth.Iftheinjuredpartydoesnotgivehiswrittenconsent andwithoutthisconsentthescopeoftheinsurer'sdutytoprovidedamage

compensationcannotbeascertained the deadline within which the insurer is otherwise obliged to

willnotcommence(paragraph7.9.3oftheVPP).

4.9 If the insuredparty 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 Exerciseofaclaimtoaninsurancesettlement

5.1 The insured partywill exercise his claimto compensation for damage with the insurer without undue delay by submitting the completed Damage

Event Report(Liability Insurance)formin writtenor electronic form(www.allianz.cz),andattachthefollowingthereto:

5.1.1 apoliceprotocolorotherdocumentonthecircumstancesoftheeventandscopeofthedamage;

5.1.2 awrittendeclarationbytheinsuredparty.theinjuredpartyandwitnessesdescribingthecircumstancesandmechanismbywhich the damagesoccurred;

5.1.3 theinsured party's opinion regarding his liability for the damage caused and the level thereof;

5.1.4 photo documentationofthedamagecaused;

5.1.5 original receipts for the damage caused, payment of which the insured party is demanding;

5.1.6 amedical reportor evaluation by a special is to orroborating the damage to the health of the injured party;

5.1.7 otherdocumentscorroboratingthelegitimacyoftheclaimtoaninsurancesettlementorrequestedbytheinsurer.

## SPECIAL TERMS AND CONDITIONSforadditional assistance services

#### Article 1

#### **Basic provisions**

1.1 Thesubjectoftheinsuranceisadditionalassistanceservicesprovidedtotheinsuredparty abroadbytheinsurer's assistanceserviceintheeventof an

emergencyorinconnectionwithan insuranceeventundertheinsuranceofmedicalexpensesabroad, baggageandliability.

1.2 TheinsurerwillprovideasettlementtoamaximumofCZK 35,000 intheeventofaninsuranceevent, unless otherwise

specified in the insurance policy. The following are the maximum limits for individual assistances ervices:

additional assistance services	limits of insurance settlement
all damage or other lossfrom 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
basictechnicalassistanceintheeventofdamagetoprop ertyatplaceofresidence	CZK 5,000
legal assistance abroad	CZK 35,000

#### Article 2 Insurance event

2.1 Aninsuranceevent, as far as the insurance of additional assistances ervices is concerned, refers to the following:

2.1.1 thelossoftheftofpersonalortraveldocuments,moneyorpaymentcards;

2.1.2 hospitalisationorthedeathoftheinsuredparty'snextofkin;

2.1.3 hospitalisationorthedeathoftheinsuredparty'srepresentativeatworkorbusiness;

2.1.4 extensivedamagebeingdonetotheinsuredparty'spropertyathisplaceofresidenceduringthe periodoftheinsuredtrip;

2.1.5 aninterruptionoftheinsuredbusinesstripforthefollowingreasons:

theinsuredpartyfallsseriouslyillandmustbehospitalisedorrepatriated;

· theinsuredpartydieswhileonaninsuredbusinesstrip.

2.2 Inconnection withone or more insurance events, the insurer will pay the costs of additional assistances ervices mediated or provided by the insurer's assistance service.

#### Article 3 Scopeofadditionalassistanceservices

Theinsuranceofadditionalassistanceservicesincludestheassistanceservicesprovidedbythe insurer'sassistanceservice.

3.1 Intheeventofthelossortheftofpersonalortraveldocuments.money.orpaymentcards.theinsurer'sassistanceservicewill:

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

3.1.2 arrangeforthecancellationorblockingofthelostorstolendocumentsatfinancialinstitutions, transport companies, etc.;

3.1.3 arrangetransportfortheinsuredpartytothenearestCzechembassyandback,ifthisisessential

inordertoobtainareplacementdocument, and will payre as on able travelexpenses;

3.1.4 paythefeeschargedforissuingthereplacementdocument.

3.2 Intheeventofthehospitalisationordeathat work of the insured party's next of kinoremployment or business

representative, the insurer's assistances ervice will:

3.2.1 arrangefortheinsuredparty'sprematureretumtotheCRfromthebusinesstripandpaythe reasonabletravelexpensesrelated thereto;

3.2.2 arrangeforthetransportofonesubstituteemployeetotheinterruptedbusinesstripandpaythe reasonabletravelexpensesrelated thereto.

3.3 If, as a consequence of hospitalisation of the insured party, a child younger than 15 years of age remains a broad without adult

supervision, the assistances ervice will organise for the transport of one adult -

guardian, who will escort the child to his place of residence and pay there as on able travelex penses related the reto.

3.4 Intheeventofextensivedamagebeingdonetoproperty, the assistances ervice 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 Ifaninsuranceeventtakesplace the assistances ervice will arrange for legalassistance abroad for the insured party who findshimself inneed.

#### Article 4

#### Exclusionsfrominsurancecoverage

4.1 TheinsurerisnotobligedtoprovideaninsurancesettlementinthecasesspecifiedinArticle 9oftheVPPandalsofor:

4.1.1 additionalassistanceserviceswhichwerenotprovidedbytheinsurer'sassistanceservice;

4.1.2 themediationoflegalassistanceabroadinconnectionwith:

• theoperationofamotorvehicle;

theperformanceoftheinsuredparty'sprofessionorbusiness;

• theinsuredpartybeingchargedwithdeliberatelyperpetratingacriminalact,includinga chargeofpossessingorhandlingaddictivesubstances;

• theinsuredpartybeingchargedwithparticipatinginapolitical, religious, orothersimilar movement;

4.1.3 thepostingofbail, unless otherwise agreed in the insurance policy.

## SPECIAL TERMS AND CONDITIONS for cancellation fee insurance

#### Article 1

## **Basic provisions**

1.1 Theinsurancecoversnon-refundableexpenses 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 there with 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

paymentofthetravelservice. If the insurance is taken out any later, there will be no coverage even though the premium has been paid.

1.3 Cancellationfeeinsurancecannotbechangedorcancelledduringthecourseofthe insurance unlessotherwise specified in the insurance policy.

14

When making an advance payment for a travelservice, it is possible to insure the amount of the advance payment or the total price of the travelservice. When making an addit ional payment, it is possible to only insure the additional payment.

1.5 The level of cancellation feesis governed by with the travelservice provider's business terms and conditions valid at the time that the insurance is taken out.

1.6 A deductibleof20%shall applytotheinsurancesettlement.

#### Article 2 Insurance event

2.1Aninsuranceevent, as far as the cancellation fee insurance is concerned, is deemed to be the priovable cancellation or postponement of the travel service for the following reasons:

2.1.1 theinsuredpartyorhisnextofkinsufferingan acute illness, accident or death which

occursduringthetermoftheinsuranceand, as a result of which, there is a change to his state of health preventing the insured party, according to the

attendingphysician, fromgoingon the trip to the extent and on the dates agreed on;

2.1.2 acuteillness, accidentor death of the fellow traveller orhisnext of kin, if theinsuredhad to embarkupon the travel serviceby himself;

2.1.3 thedeathoftheinsuredparty snextofkinwhichtakesplaceduringthetermoftheinsurance, but not more than 60daysbefore the startofthetrip;

 $2.1.4\ extensive damage to the insured party's or fellow traveller's property, which takes placed using the$ 

termoftheinsurance caused by an atural disaster or criminal act committed by a third party, if the insured party or fellow traveller corroborate that they cannot embar kupon the insured trip for this reason;

2.1.5 thefilingbyamarriedcoupleofanapplicationfordivorceoraproposalbyregisteredpartnersfor theannulmentoftheirregisteredpartnership, unless otherwise specified in the insurance policy;

2.1.6 missingthedepartureofameansoftransportfromtheCRabroadforthefollowingreasons:

atraffic accidentinvolvingavehicleortrainonwhichtheinsuredpartytravelledtotheintendedplacefordeparture;

· a cancellationorreductioninpublictransportroutesduetoastrikenotannouncedinadvance;

anaturaldisaster whichdamages themeansoftransportorwhichoccursonthetransportrouteandmakesitimpossibletocontinuethejourney;

2.1.7 receipt by the insuredparty of an unexpected layoff notice from his employeron account of organisational changes.

2.2 Theprovisionofaninsurancesettlementisdependenton the tripordered from the travel service provider being cancelled by the beneficiary not later than by the time the tripisdue to commence.

2.3 If forreasonofthefactsarisingasspecifiedinArticle 2.1 of these ZPP, the tripiscancelledonlywith respect to oneormoreparticipantswith the remaining participantsundertake thetrip, thecancellationfees shall bepaid in respect of thetripsthat had been cancelled. An aliquotpartshall bepaid inteeventofajointpricebeing paid foroneoftheservices.

#### Article 3 Exclusionsfrominsurancecoverage

#### 3.1 TheinsurerisnotobligedtoprovideaninsurancesettlementinthecasesspecifiedinArticle9

of the VPP and also in the event of a tripbeing cancelled for the following reasons:

3.1.1 a chronicillness:

3.1.2 anillnessthathad alreadyexistedatthetimeof theinsurancebeingtakenout, eventhoughitwasnot

beingtreatedatthattimeandtherewerenocomplicationsrelatedthereto;

3.1.3 theconsequencesofinjurywhichoccurredpriortotheinsurancebeingtakenouteventhough they havenotyetbeentreated;

3.1.4 cosmeticorplasticsurgeryandanycomplicationsthereto;

3.1.5 scheduledoperationsandexaminations;

3.1.6 changestothe stateofhealthwhichoccurredundertheinfluenceof apsychologicaldisorderor illness, includingdepression;

3.1.7 related to the consumption of alcoholor the use of addictive substances;

3.1.8 pregnancy(normal and risky)andthedeliberate termination of pregnancy,assisted reproduction and complications thereto;

3.1.9 adeterioratingorunstablegeopolitical, climatic, ecological orepidemiological situation in the target country;

3.1.10 noticebeinggivenbytheinsuredpartyorterminationbyagreement.

3.2 Theinsurerisnotobligedtoprovideasettlementifthetripiscancelledbyaninsuredpartyora fellow traveller, who is also the owner, co-

owneroremployeeofthetravelserviceprovider, orif these persons arethenextofkinoftheinsuredpartyandfellowtraveller.

3.3 Theinsurancedoesnotcoverandtheinsurerwillnotprovideasettlementfortheexpensesincurredforall

typesofinsurance, visafees, ticketstosports and cultural events, even if these costs are part of the cancellation fees.

#### Article 4 Rights and duties

4.1 Theinsuredpartyisobligedtodemonstrablycancelthetravelservicewiththeprovider

immediatelyuponlearningthatafactspecifiedinArticle2.1oftheseZPPhasoccurred.Ifhefails to do

so theinsurerhastherighttopayonlythoseexpenseswhichwouldhavebeen incurred had hecancelledthetripingoodtime.

4.2 If the insured party cancels the tripbecause 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 the insurer all the documents corroborating the fact that the insurance event to courred and its claim for a set them ent.

4.4 Theinsuredpartyandthefellowtravellerareobligedtosubmittoamedicalexaminationin

connectionwithverifyingthestateofhealthspecified in paragraph 2.1, which does not, in the opinion of the attending physician, allow them to embark on a tripofithes cope and on the dates envisaged.

#### Article 5 Exerciseofaclaimtoaninsurancesettlement

5.1 Theinsuredpartyexerciseshisclaimtoaninsurancesettlementwithout undue delaywiththeinsurerby submitting the completed Damage Event Report(CancellationFeeInsurance) forminwrittenorelectronic form (<u>www.allianz.cz</u>). Depending on the character of the damage event, he will attach the following to the form:

5.1.1 amedical report issued by the attending physician, who must not be then ext of kinof the

insuredpartyorfellowtraveller, priortothescheduledcommencementofthetrip, amedicalreleasereportintheeventofhospitalisationorother ordinary

medicaldocumentationprovingthereasonwhythetravelserviceisbeingcancelled;

5.1.2 atravelcontractandadocumentonthe paymentofthetravelservice(originalreceipt, bankstatement,etc.);

5.1.3 acancellationinvoice(creditnote)drawnupbythetravelserviceprovider;

5.1.4 acorroborationoftheworkincapacity ofthepartybecauseofwhomthetravelserviceisbeing cancelled;

5.1.5 averified copyof the death certificate in the event of the travelservice being cancelled because of death;

5.1.6 averified copyof 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

travelserviceisbeingcancelled(fromthepolice,fireservice,municipalauthorities);

5.1.8 anofficially confirmed application for a divorce or proposal for the cancellation of a registered partnership;

5.1.9 acopyofthenoticeconfirmedbytheemployer'sHRdepartment;

5.1.10 apoliceprotocolonthetraffic accident;

5.1.11 a writtenconfirmationbythepublictransportcompanyofthereasonforadurationofadelayorreductioninpublictransportroutes;

5.1.12 otherdocumentscorroboratingthelegitimacyoftheclaimforaninsurancesettlementorrequested by the insurer.

## **GENERAL BUSINESS CONDITIONS** ofusing the MojeAllianz client portal valid as of 1 January 2014, version 1.3

#### Article 1

## Introductory provisions

1.1 The MojeAllianz client portal (hereinafter "MojeAllianz") shall, for the purposes of these General Business Conditions (hereinafter the "Conditions"), be understood to mean the internet application available at <u>www.mojeallianz.cz</u>, operated by Allianz pojišťovna, a. s., with its registered office at KeŠtvanici 656/3, 186 00 Prague 8, Czech Republic, ID No.: 47115971, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 1815 (hereinafter the "Provider"), on its behalf and on the behalf of Allianz penzijn(společnost, a. s., with its registered office at Prague 8, KeŠtvanici 656/3, Post Code 186 00, Czech Republic, ID No.: 25612603, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 4972 (hereinafter the "Pension Company"). 1.2 TheseConditionsgovern the mutual rights and dutiesof the Provider, the Pension Company and the Clientestablished by the Agreement on theUse of the

MojeAllianzClient Portal (hereinafter the "Agreement") and connected with the use of MojeAllianz.

#### Article 2 Definitions of terms

Authorisation Mobile Number - the number of the mobile phone to which the authorisation SMS code is send to the Client:

Authorisation E-Mail - the Client's e-mail address, which also serves as the login name;

SMS Authorisation Code - the security code sent via SMS to the Client's Authorisation Mobile Number; this code is used to verify the Client duringhis first login to MojeAllianz and when sending off amendment requests;

Password - aminimum of six characters, including at least one lowercase letter, at least one capital letter and at least one digit, the first password will be created by the Client during his first login, with the possibility of subsequently changing the password on the portal;

Client - a natural person who concludes an agreement on the use of the MojeAllianzclient portal with the Provider and the Pension Company;

Client Code - a digit number assigned by the Provideremclearly identifying the given Client inMoie-Allianz:

MoieAllianz, MoieAllianzclientportal - the internet client portal at:

Login Details- the Client Code or the Authorisation E-Mail and Password.

#### Article 3 **Conclusion of the Agreement**

3.1 An Agreement may be concluded by a natural personwho has concluded, as a policyholder, at least one valid insurance policy (except for group insurance policies and travel insurance policies) with the Provider or, as a participant, a contract with the Pension Company in respect of at least one product offered by the Pension Company, simultaneously with the arranging for the first (or further) insurance policy/contract in respect of a product offered by the Pension Company or at any time during their duration.

3.2. The Agreement can be concluded as part of arranging for the productsoffered by the Provideror the Pension Company, even in the form of an impliedagreement between the contracting parties. The Agreementshall remain valid and effective even if the commitment within the framework of which it was arranged is terminated.

3.3 The Client shall be informed of the establishment of access to MojeAllianz by way of an e-mail sent to the Authorisation E-Mail he has provided.

#### Article 4 Access to the MojeAllianz client portal

4.1 The link contained in the information e-mail on the establishment of access sent to the Client's Authorisation E-Mailshall enable the first login to MojeAllianz. After opening this e-mail, the Client shall enter his SMS Codeto register intoMojeAllianz, where he will then set his own access Password. 4.2 Subsequent logins to MojeAllianzthe Client shall use the Client Code or the Authorisation E-Mail and Passwork as the Login Details.

4.3 Specific instructions on how to activate MojeAllianz are contained in the information e- mail.

#### Article 5 Services provided on theMojeAllianzclient portal

5.1 An overview of the Client's insurance policies concluded with the Provider and the contracts concluded into with the Pension Company in respect of products offered by the Pension Company, as well as the basic information on these policies/contracts. Policies/contract that were terminated more than one year back are listed in the archive of insurance policies or contracts concluded with the Pension Company in respect of products offered by the Pension Company.

5.2 An overview of insurance events - selected information about the insurance events reported with respect to the Client'sinsurance policies. 5.3 Selected insurance policies amendments - an up-to-date list of the amendments that may be made via MojeAllianz is listed in the user manual available on the MojeAllianzclient portal, with the Provider reserving the right to unilaterally modify the scope of the possible amendments. These operationsmust be verified via the the SMS Authorisation Code and are equivalent to a written request to amend the policy.

5.4 Changes in personal details-by making any changes in personal detailsvia MojeAllianz, the Client consents to this change also being reflected in all insurance policies. When changing the personal details in contracts for the provision of productsby the Pension Company, the Client is obliged to observe any other eventualparticulars required by the contractual conditionsvalid for the given product(s).

5.5 Commercial and service announcements -a service informing the Client about the latest product and service offers from the Provider and the Pension Company or information about changes to the MojeAllianzclient portal.

5.6 On-line payments-the MojeAllianzclient portal enables a premium to be paid via a payment card.

## Article 6

## Conditions of using the Moje Allianzclient portal

6.1 The Client may change his Password and Authorisation E-Mail afterhis login toMojeAllianz. The new Authorisation E-Mail thus also becomes the new login name. The Client Code cannot be changed.

6.2 Due to security reasons, the Authorisation Mobile Number can only be changed after the Client's identity has been verified on the customer care phone line.

6.3 If the Client forgets his password, access to the MojeAllianzclient portal can be renewed by clicking on the "Did you forget your login details?" link on the MojeAllianzlogin page or by calling the customer care phone line.

6.4 The Client can block access to his MojeAllianzclient portal by calling the customer care phone line.

6.5 The Client's account will be blocked for ten minutes after the third unsuccessful login. Another login attempt can be made after the passing of ten minutes.

6.6 If more than one year has passed since you last login, you will need to restore access by clicking on the "Did you forget your login details?" link or by calling the customer care phone lineand then following the procedure for the first login.

6.7 The Client shall be automatically logged off from the Moje Allianz client portal after ten minutes of inactivity.

6.8 The Provider is entitled to block the Client's access should it suspectithat the security of the Client's account has been breached. Access to the account will be renewed after the adoption of the necessary measures or after the security threat has passed.

6.9 The Client consents to the collection and evaluation of information related to access to MojeAllianz.

#### Article 7

## **Obligations of the Client**

7.1 The Client is obliged to protect his Login Details, keep them secret and not disclose them to third parties.

7.2 2 If the Client suspects that access to MojeAllianz has been misused, he is obliged to notify this to the Provider without undue delay, with the Provider subsequently entitled to prevent the Client from accessing his MojeAllianz.

7.3 The Client is obliged to inform the Provider and the Pension Company in the event of a change in contact and authorisation detailsdisclosed during the conclusion of the agreement on the use of the MojeAllianz client portal.

7.4 The Client is entitled to use the MojeAllianz client portal solely for the agreed purpose.

7.5 The Provider bears no liability for damagearising in connection with a breach of the Client'sobligations.

#### Article 8

#### Unavailability of the MojeAllianz client portal

8.1 The Client acknowledges and consents to the fact that the MojeAllianz client portal may be temporarily unavailable for him or may be temporarily limited in its functions.

8.2 The Provider is not liable for damage arising in the event of the unavailability of the MojeAllianz client portal or a limitation in its functions.

#### Article 9 Processing of personal data

9.1 The Client consents to the processing of personal data contained in the agreement on the use of the MojeAllianz client portal, or in a policy concluded with the Provider or a contract concluded with the Pension Company, within the framework of which the MojeAllianzservice is arranged, in accordance with Act No. 101/2000 Coll., on Personal Data Protection, by the Provider and the Pension Company to the extent necessary to fulfill the Agreement and for the time period necessary to provide for the rights and duties associated with the operation of the MojeAllianzclient portal. Furthermore, if he has concluded or will in the futureconcludea contract with the Pension Company for the provision of any of its products, the Client also consents to the Pension Company disclosing the Client's personal data relating to the Pension Company products concluded by the Client to the Provider to the extent necessary to render performance under this contract.

9.2 The Client consents to the Provider and the Pension Company processing his personal data, to the extent of hisfirst first name, surname, address, date ofbirth, birth IDnumber, contact details, electronic contact details and particulars about hisinsurance with the Provider and about products offered by the PensionCompany(excludingsensitive information), for the duration of the insurance with the Provider or products offered by the PensionCompanyand for aperiod of five yearsafter the dissolution of the lastinsurance policywith the Provider or the product offered by the PensionCompanyformarketing purposes and for the purposes of offering their products, the products of the insurer's subsidiaries and other financial services providers, with which the Provider and/or the PensionCompanyco-operate (their up-to-date listis availableon the Provider's website. This consentmay berevoked at any timeby sending notice to the address of the Provider or the PensionCompany.

#### Article 10 Dissolution of the Agreement

10.1 The Agreement is dissolvedupon the agreement by the contracting parties.

10.2 Either of the contracting parties may terminate this Agreement. All the rights and duties under this Agreement shall cease on the date that the termination notice is delivered to the last of the contracting parties. The termination noticemust be delivered to the registered office of the Provider and of the Pension Company. The Provider and the Pension Company shall senda termination notice to the Client at the address specified in the insurance policy/contract with the Pension Company or at the address disclosed to the Provider/Pension Company by the Client in writing or viaMojeAllianz. The Provider is entitled to prevent the Client from accessing the Moje Allianz portal with immediate effect should itdiscover thatMojeAllianz is being used in a mannercontrary to the Agreement or these Conditions.

10.3 The Agreement dissolves upon the death of the Client.

#### Article 11 Final provisions

11.1 These Conditions constitute an integral part of the Agreement on the Use of the MojeAllianz Client Portal. The Client shall receive them upon concluding this Agreement.

11.2 The Provider reserves the right to change these Conditions, the latest valid version of which is always availableat<u>www.mojeallianz.cz</u>. The Client will be notified of any change(s) to these Conditions in the appropriate manner (e.g.by e-mail or upon login to the MojeAllianzportal). The useof MojeAllianzby the Client even after being notified of any change to these Conditions shall be deemed to represent the Client's implied consent withsuch a change. the Client shall be entitled to terminate this Agreement in accordance with paragraph 9.2 should he disagree with any change to these Conditions, and must do so within 14 days of receiving notification of such a change.

# OVERVIEW OF LIMITS AND THE AMOUNTSOF SUMS INSURED

The following limits apply to a single insurance event suffered by one insured partry, unless specified otherwise in the insurance policy

## Insurance of medical expenses abroad

medical expenses abroad	limits of insurance settlement
outpatient medical treatment	no limit
drugsandothermedical carematerials	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
transportationofthepatienttotheCR, repatriationoftheirremainstotheCR	no limit
transportexpensesofthenextofkinintheeventofrepatriationoftheinsuredparty	no limit
acutedentaltreatment	CZK 10,000 forthetermofthepolicy
accommodationexpensesofthenextofkinintheeventofthehospitalisationof theinsuredparty	max.5days / CZK2,000 per day
insuranceofrisksrelatedtoterrorism(medicalexpensesabroad)	CZK 1,500,000
repatriationrelatedto terrorism	CZK 1,500,000

#### Accident insurance

accident insurance	sum insured
deathasaconsequenceofanakcident	CZK 200,000
permanentconsequencesofanaccident, relativesettlement from the sum insured	CZK 400,000
fortheperiodofessentialtreatment	CZK 100/day

## Baggage insurance and supplementary baggage insurance

baggage insurance	limits of insurance settlement and sum insured
alldamagetotheinsuredparty'sbaggage	CZK 20,000
damagetooneitem	CZK 10,000
alldamagetovaluableitems	CZK 10,000
toonevaluableitem	CZK 5,000
alldamagecausedbybreakingintoavehicle	CZK 10,000
tooneitemstolenfromavehicle	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

supplementary baggage insurance	limits of insurance settlement
alldamagetotheinsuredparty'sbaggage	CZK 50,000
damagetooneitem	CZK 25,000
alldamagetovaluableitems	CZK 25,000
toonevaluableitem	CZK 10,500
alldamagecausedbybreakingintoavehicle	CZK 25,000
peroneitemstolenfromavehicle	CZK 7,000

## Insuranceofliability for damage and other loss

insurance of liability for damage and other loss	limits of insurance settlement	limitforallinsuranceevents
damagetohealthordeath	CZK 2,000,000	CZK 10,000,000
tooneitem	CZK 1,000,000	CZK 5,000,000
subsequent damage	CZK 100,000	CZK 500,000
damagecausedbycatordogtohealth, deathortoproperty	CZK 20,000	CZK 100,000
deductible	CZK 5,000/insurance event	CZK 5,000/insurance event

## Additional assistance services

additional assistance services	limits of insurance settlement
all damage or lossfrom additional assistance services	CZK 35,000
loss,theft,destructionofdocuments	CZK 35,000
premature return	CZK 35,000
substitute employee	CZK 35,000
guardian	CZK 35,000
basictechnicalassistanceintheeventofdamagetopropertyatplaceofresidence	CZK 5,000
legal assistance abroad	CZK 35,000

## Cancellation fee insurance

cancellation fee insurance	without a limit of insurance settlement, unless otherwise agreed in the insurance policy
deductible	20 %

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