



**“TRAVEL INSURANCE FOR EMBOSSED CARDS”**

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

**Insurance programme for holders of Embossed Cards, Embossed G2 Cards, InterCards, InterCards G2, Silver Business Cards, Business Silver Cards, Prestige Cards, Business Cards Prestige and Private Credit Cards of the MasterCard type issued by Komerční banka, a. s.**

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

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

The insurance and related assistance services included in this insurance programme are provided to all holders of international payment cards: Embossed Card, Embossed G2 card, InterCard, InterCard G2, Silver Business Card, Business Silver Card, Prestige Card, Business Card Prestige and private credit cards of the MasterCard type (hereinafter referred to “Payment Card”) during their trips abroad under the below specified conditions, as well as to all family members travelling together with the holder.

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

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

(in CZK)	Holder	Child
<b>Health emergency insurance</b>		
Medical expenses on health emergency treatment	1 000 000	1 000 000
Medical transport and repatriation	1 000 000	1 000 000
Transport of the deceased	100 000	100 000
<b>Damage liability insurance</b>		
Health damage liability insurance	1 000 000	1 000 000
Property damage liability insurance	500 000	500 000



If the **Overview of insured risks, indemnity limits, sums insured and related assistance services** does not contain an indemnity limit for any of the persons mentioned, the insurance of such a risk, or more precisely of assistance services, shall not apply to this person.

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

## **PART I. GENERAL PROVISIONS**

### **1. Basic definitions**

#### **1.1 Insurer**

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

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

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

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

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

#### **1.2 Assistance company**

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

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

**Fax: +420 272 101 001**

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

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

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

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

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



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

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

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

### 1.3 Insured Persons

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

- a) a holder of a payment card (hereinafter referred to as "the Holder") issued to an account opened with Komerční banka, a. s., and:
- b) card holder's dependent children aged under 21 at the moment of crossing the state border of the Czech Republic when travelling from the Czech Republic, including any children supported, adopted and entrusted into guardianship or foster care (hereinafter referred to as "the Child" or "Children"), and the insured persons for individual insured risks are listed in the **Overview of insured risks, indemnity limits, sums insured and related assistance services** on pages 1 and 2.

The children are insured only if travelling together with the card holder.

### 1.4 Insurance inception and termination, insurance term

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

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

The insurance term is 1 calendar month. The premium for this insurance term is paid by the policy holder (Komerční banka, a. s.).

The policy holder and the insured have the right to terminate the insurance at the end of the insurance term. The notice must be delivered at least 6 weeks before the expiry of the insurance term, otherwise it shall be considered invalid.

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

In case of a loss or theft of the card during the insured's stay abroad, the insurance shall be terminated at the moment of crossing the state border when returning to the Czech Republic; in the case of air transport with a cross-border flight to the Czech Republic it is the moment of disembarking in the territory of the Czech Republic.

### 1.5 Territorial and time effectiveness of the insurance

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



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

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

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

The effect of the insurance is not conditioned by the use of the payment card.

If the term "Czech Republic" is explicitly mentioned in the insurance conditions as the place of the beginning and end of the trip, or if the territorial effectiveness of individual insurance policies is defined this way, or if this territory is used for calculation of claims from the insurance, the above-mentioned term "Czech Republic" shall be changed to "Slovak Republic" in the case of insurance related to payment cards issued by **Komerční banka Bratislava, a. s.** (ceased to exist on 31 December 2010 as a result of the merger with Komerční banka, a.s.) and/or by the KB branch "**Komerční banka, a.s., pobočka zahraničnej banky**" (from 1 January 2011) to insured persons in the Slovak Republic, excluding the insured persons – citizens of the Czech Republic.

## 1.6 Use of an air ticket or transport ticket

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

## 1.7 Concurrence with other insurance contracts

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

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

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

## 1.9 Personal data

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

#### 1.9.1.1

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



#### 1.9.1.2

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

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

#### 1.9.2.1

By accepting the payment card to which the insurance of medical expenses applies, the holder grants his/her consent to obtain information about his/her state of health through the insurer's contractual physicians in compliance with Section 67b(10) of Act No. 20/1966 Coll., Care for the Health of the People Act, as amended, and gives the right to all doctors, health-care institutions, health-care facilities and health insurance companies to disclose this data to the insurer even after the holder's death. At the same time, the holder declares that he/she is authorised by other insured persons to grant in their name the above mentioned consent to obtain the data about their state of health through the contractual physicians of the insurer.

#### 1.9.2.2

At the same time, the holder grants to the insurer his/her explicit consent to process the personal data concerning his/her state of health (sensitive data in terms of Section 4b) of the Personal Data Protection Act) which has been given to the insurer by him/her in connection with an insured event's investigation, or which the insurer obtained in the above mentioned way or created by processing the data obtained in such a way. This sensitive personal data will be processed by the insurer or by an entrusted administrator for the purposes of using this data within the subject matter of the insurer's business, i.e. for the processes directly or indirectly related to the insurance or reinsurance activities. At the same time, the holder declares that he/she is authorised by other insured persons to grant in their name the above mentioned consent and that he/she is granted by the other insured persons their consent to process their personal data disclosing their state of health to the insurer.

#### 1.9.2.3

The granting of the consent to process the sensitive data in the scope specified in Article 1.9.2.2 is a condition for the investigation of the insured event and payment of indemnity from the insurance of medical expenses. However, the insured has the right to withdraw his/her consent at any time. The withdrawal of this consent can solely be made in writing – sending it as a registered letter to the insurer's company address is the best way. The withdrawal of this consent causes the extinction of the claim to an insurance indemnity payment from the health emergency insurance to which the insured person withdrew his/her consent in writing, by the day of delivery of this withdrawal to the insurer.

### 1.10 Terminology

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

**Means of public transportation** is a bus of public passenger transportation, taxi vehicle, public railway train (and also a car or cabin of cable railways, however, not a chairlift), vehicle of public city transportation, vessel of regular water passenger transportation (including ferries), aircraft of regular air passenger transportation and aircraft of a flight registered in the flight schedule of OAG Worldwide Flight Guide ABC (ABC World Airways Guide).

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

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

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

**Ride in a means of public transport** is a ride (flight, sailing) of the insured person in a means of public transportation (including boarding/disembarkation at the starting point/destination) with a valid ticket, in the case of a taxi it is the insured's ride in return for a payment (including boarding/disembarkation at the starting point/destination).



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

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

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

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

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

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

**Adequate transportation** means a flight in "Economy Class", travelling by train in the first class or any other way of transport if pre-approved by the assistance company.

**Common travelling** means a common departure by the same means of transport to the same destination, common stay and common return by the same means of transport. Unless the card holder's spouse and/or the children travel to the destination together with the holder, they are insured only during the common stay with the card holder. The same shall similarly apply to the return transport of the spouse and/or children if they have not been parted as a result of the insured event.

**Common household** means a household of natural persons who are permanently living together and sharing their expenses.

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

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

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

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

## 2. General exclusions

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

- a) warlike events, other armed conflicts and domestic disturbances, and related military, police and official measures; due to insurrection, uprising, demonstration, strike (except for insurance of flight delay or cancellation) and intervention by the state or official power; acts of terrorism and other violent actions motivated by political, social, ideological or religious reasons,



- b) impacts of nuclear energy, radiation, air pollution and emissions,
- c) vandalism,
- d) consumption of alcohol, narcotics or addictive substances or misuse of medicines by the insured,
- e) HIV (AIDS) illness, infectious venereal diseases and their consequences,
- f) a trip undertaken by the insured after the date on which the Ministry of Foreign Affairs of the CR recommended to the citizens of the Czech Republic not to travel to a particular state or area (e.g. due to a war, civil riots, natural disasters, epidemics, etc.),
- g) wilful breach of the country's legislation by the insured; public nuisance or crime committed by the insured or by another person instigated by the insured (e.g. a motor vehicle driven by the insured without a driving licence) - this exclusion shall not apply to the insurance of legal assistance,
- h) participation of the insured in attempts at a speed record or in any other competitions with similar aims,
- i) intentional self-inflicted injury, suicide or attempted suicide.

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

- a) active participation of the insured in motor vehicle races and competitions, or in the related preparation for these on land, water or in the air as a driver or co-driver,
- b) activities involving parachute and non-parachute techniques (e.g. paragliding, parasailing, skydiving, kite boarding, kite surfing, snow kiting, land kiting), flying by any means with the exception of on a plane of regular air carriers or a special group flight registered with OAG Worldwide Flight Guide; performance in the position of a pilot or another crew member of a plane or helicopter,
- c) performance of activities of an expert in explosives, stuntman, acrobat or beast of prey tamer,
- d) bungee jumping, canoeing, speleology,
- e) performance of any winter sport (e.g. ski alpinism, snow rafting, ski jumping, ski flying and ski acrobatics, ski bobbing, sledding and bob sleighing etc.) with the exception of skiing and snowboarding on marked tracks and cross-country skiing,
- f) rock climbing,
- g) alpine hiking in places exceeding 3,000 m above sea level,
- h) moving and staying in areas more than 4,500 m above sea level,
- i) expeditions to places with extreme climatic or natural conditions, to remote and unpopulated areas (deserts, arctic areas, open seas, etc.); any extraordinary events aimed at saving life or finding a person in an environment with extreme climatic or natural conditions,
- j) cycling on dangerous terrain unsuitable for cycling or in areas where cycling is prohibited,
- k) hunting, fishing on the open sea (with the exception of situations where the insured stands on solid ground), active herpetology, game keeping,
- l) yachting outside the coastal sea, surfing and windsurfing on the open sea; descending water currents of difficulty WW III and higher; riding water scooters; aqualung diving,
- m) sailing on the open sea with the exception of commercial water passenger transport,
- n) sailing in places other than on the open sea if it is not recreational sailing on small vessels,
- o) staying at dangerous workplaces such as construction sites, underwater workplaces, mines, oil production facilities, etc.,
- p) professional sport activities, participations in sport competitions relating to professional sports activities or preparations for such sport competitions (with the exception of card and chess competitions),
- q) driving L category motor vehicles of more than 125 cm<sup>3</sup> (i.e. motorcycles, mopeds, three- or four-wheelers).

**3. General obligations of the insured**

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

**3.1 The insured shall:**

- a) if having any health problems, consult about his/her state of health with his/her attending physician before taking a trip abroad, considering the nature of the trip, and follow the doctor's advice,
- b) have his/her regular medicines with him/her in a sufficient quantity,



- c) take adequate care of his/her state of health and, if being ill or injured, undergo medical treatment without undue delay and follow the doctor's advice,
- d) take preventative measures to reduce the possibility of a claim event's occurrence (e.g. special adjustment of ski bindings, recommended and obligatory vaccination before travelling to exotic countries), use of protective equipment (work gear, helmets when cycling and downhill skiing, helmets and life jackets during water sports etc.),
- e) take all measures to avert an insured event.

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

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

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

1. If the insured has obtained compensation from the obliged third party or from any other legal relationship, the insurer has the right to reduce the indemnity by this amount in the insurance against loss and damage.
2. The insurer shall not provide indemnity if the insured:
  - a) does not relieve the attending physician of the duty of confidentiality towards the insurer,
  - b) refuses to undergo medical examination,
  - c) does not submit documents according to Art. 3.2 f),
  - d) does not provide the insurer with true information about the claim event's occurrence.



3. If the insured deliberately breaches his/her obligation to prevent, within his/her limits, the insured event or prevent further consequences, the insurer may reduce the indemnity in proportion to the impact that this breach had on its obligation to provide indemnity.
4. Should the insured breach the obligations specified in Act 37/2004 Coll., the Insurance Contract Act, or in the insurance programme and this breach significantly influenced the insured event's occurrence or its course, scope of consequences, or the ascertainment or determination of the amount of indemnity, the insurer has the right to reduce the indemnity proportionally to the effect of this breach on the insurer's obligation to provide indemnity.
5. Should the insurer's expenses on investigation be caused or raised by the insured's or the beneficiary's breach of obligations, the insurer has the right to request adequate compensation from the person at fault.
6. If the insured waives his/her right to the loss compensation or waives any other similar right or does not exercise this right in time or obstructs otherwise the transfer of his/her claims to the insurer, the insurer has the right to reduce the indemnity up to the amount that it could have obtained.

#### **4. Other provisions**

##### **4.1 Settlement of disputes**

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

##### **4.2 Correspondence address**

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

## **PART II. SPECIFIC PROVISIONS**

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

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

#### **5.1 Insured event**

The insured event is an occurrence of a health emergency of the insured that happens during a stay abroad in the course of the insurance period and requires necessary and immediate medical attention or treatment abroad. The assistance company shall be notified of it by the insured without undue delay, if the insured's state of health allows it.

##### **5.1.1 Medical expenses**

Should the insured suffer a health emergency while abroad during the insurance effectiveness, the insurer shall cover the necessary, inevitable and reasonably used cost of medical care and treatment, including the diagnostic procedures directly related to it, prescribed by a doctor and stabilising the insured's state of health to such an extent that he/she is able to continue his/her journey or be repatriated. The limit of indemnity for each insured person is 1,000,000 CZK for each insured event. Should a claim event occur, the assistance company shall be contacted immediately or as soon as possible.

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

- medical treatment,



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

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

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

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

### 5.1.2 Medical transport and repatriation

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

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

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

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

Only the doctors appointed by the assistance company, who may also discuss the matter with the insured's attending doctor if necessary, are, concerning the technical and medical points of view, entitled to decide about the repatriation, means of transport and about the selection of a suitable hospital. The costs related to the transport are paid to the insured person up to the limit of 1,000,000 CZK. In the case of repatriating a child younger than 15 years of age, the insurer shall pay to the assistance company for the necessary costs of the child's accompaniment by a person appointed in terms of Article 5.1.7 up to the limit of 50,000 CZK.

### 5.1.3 Transport of the deceased

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



## 5.2 Insurance exclusions

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

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

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

- a) medical treatment, transport and other services if the health emergency occurs in a state where the insured person contributes to the public health insurance system,
- b) all non-scientific methods of treatment and remedies to eliminate the consequences of their application; operations carried out by a person without proper qualification; medical treatment carried out by the insured him/herself or a person close to the insured,
- c) medical treatment, transport and repatriation in relation to mental diseases, depressions and nervous disorders,
- d) abortion and its complications,
- e) treatment of risky pregnancy complications and of any other complications related to the pregnancy after the 24<sup>th</sup> week of such pregnancy, pregnancy tests, childbirth, investigations and treatment of infertility, assisted pregnancy and costs of contraception and hormonal therapy relating to pregnancy and family planning
- f) rehabilitation, staying at spas, convalescent homes, sanatoriums and similar facilities,
- g) cosmetic operations,
- h) dental operations with the exception of necessary treatment of natural teeth for acute pain or after an injury which is an insured event,
- i) above-standard medical care, preventative medical care, preventative vaccination, vitamins, supportive medicines, artificial limbs and other aids (sanitary towels, contact lenses, glasses etc.),
- j) medical treatment carried out after the return to the Czech Republic or to the state in which the insured contributes to the public health insurance system,
- k) rescue operations in connection with a search for the insured if his/her health or life was not endangered,
- l) purchase of medicines for an illness known prior to the trip abroad.

## 5.3 Obligations of the insured

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

- a) completed form "Notification of insured event from insurance of medical expenses during trips abroad",
- b) original of the medical report, bill for the treatment indicating the name and date of birth of the insured, diagnosis, illness description, list of operations, address of the health-care facility and name and signature of the attending doctor,



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

## **6. Damage liability insurance**

The insurance shall cover the insured's liability for damage to health or property of a third party, or for any other financial damage arising from this, which is caused as by:

- a) activities in normal civilian life;
- b) performance of tourist activities;
- c) performance of sports activities (the insurance shall not apply to insured events occurring in connection with activities listed in paragraph 2.2)

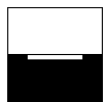
### **6.2 Insured event**

The insured event is the occurrence of the insured's obligation to compensate for damage for which the insured person is liable. The insured's obligation is based on the relevant statutes of the state in the territory of which the damage occurred in the course of the insurance effectiveness.

### **6.3 Insurance exclusions**

Apart from the exclusions defined in Article 2, the insurer shall not be obliged to provide indemnity for:

- a) damage caused by non-fulfilment of the obligation to prevent the damage and the spreading of the damage already incurred,
- b) damage caused (even due to negligence) by the importation and spreading of a contagious disease of humans, animals or plants,
- c) damage caused by operating any means of transport,
- d) damage to transport means rented and lawfully used by the insured (based on a lease purchase contract or lease agreement),
- e) damage incurred as a result of consuming alcohol or narcotic or psychotropic substances by the insured,
- f) damage for which the insured is liable to a close person or to the persons living with him or her in a shared household or to co-insured persons,
- g) damage caused by activities in normal civilian life if the claim event occurred in a household visited by the insured during his/her stay abroad (except for any damage to health),
- h) any cases of the insured's liability stemming from a contract or an agreement, excluding situations when the insured would be liable even without such a contract or agreement's existence,
- i) in the case of assuming damage liability above the limits set by legislation,
- j) damage incurred as a result of the insured breaching his/her legal obligation before the commencement of insurance,
- k) damage against which the legislation defines the obligation to arrange damage liability insurance or defines that the insurance shall be arranged based on any other legal fact,
- l) damage to things used by the insured unlawfully,
- m) damage to things accepted by the insured for processing, repairing, adjustment, sale, safekeeping, storing or provision of professional aid if such a thing has been damaged, destroyed or stolen,
- n) damage to things on which the insured performed an activity ordered, or damage to things which the insured delivered to another and the damage arose as a result of the poor quality of the things delivered,



- o) claims during the lodging of which by a third party the insured did not allege the limitation of time or has already entered into a deed of arrangement,
- p) damage caused to the environment (e.g. water, soil or air pollution, damage to flora and fauna, etc.),
- q) lost profits,
- r) damage caused when fulfilling employee duties or performing a profession, trade or any other gainful activity,
- s) damage to portable consumer electronics and photographic or audiovisual devices if the damage has been caused by the insured's handling of them,
- t) damage caused by ownership, possession or use of arms,
- u) damage caused by ownership or possession of animals,
- v) damage caused in connection with ownership, possession, lease or administration of a piece of real property or on a piece of real property.

#### **6.4 Insurance indemnity:**

The damage liability insurance constitutes the insured's right to have the insurer compensate on behalf of the insured for any damage, resulting from an insured event, for which the insured is liable according to the relevant legal regulation. The insurer shall provide damage compensation up to the indemnity limit specified by the insurance programme.

The insurer shall compensate the injured party for damage which is covered by the insurance, namely for:

- damage to health and life caused unintentionally by the insured to another person, however, up to the maximum indemnity limit of 1,000,000 CZK,
- damage to property (damage, destruction or loss of other person's property) caused unintentionally by the insured, however, up to the maximum indemnity limit of 500,000 CZK.

The insurer shall, within this indemnity limit, also pay for all the expenses spent on the basis of the insurer's written consent granted in connection with this insured event.

The damage compensation is provided by the insurer to the injured party based on the party's request. The insured may not fully or partially acknowledge or satisfy any claim from the liability for damage without the prior consent given by the insurance company or assistance company. If the consent of the insurance company or assistance company cannot be obtained and the insured acknowledges and satisfies the claim from the liability for damage, the insured is then obliged to deliver to the insurance company for investigation all source documents that prove the occurrence of his/her liability for damage and the scope of the damage caused. If a court decides on the damage compensation, the insurer is obliged to pay out indemnity on the day when this judicial decision comes into effect.

**Before the insured makes any confession, acknowledgement of liability, payment or promise, he/she shall immediately contact the assistance company (see Article 1.2).**

#### **6.4 Obligations of the insured**

The insured shall notify the assistance company of the claim event without undue delay if a claim for damage compensation has been made against him or her. He/she shall also provide all information about the event's occurrence and follow the assistance company's instructions.

Apart from the obligations specified in Article 3, the insured person shall:

- a) submit a completed form of the "Notification of claim event from the insurance of luggage, damage liability and tour cancellation",
- b) submit documents proving the occurrence of the claim event (e.g. police report, medical report, etc.) and originals of the documents proving the price and year of acquisition,
- c) immediately inform the insurer that criminal proceedings against the insured have been commenced in connection with the claim event, to report to the insurer on the course and results of these proceedings and to inform the insurer without undue delay that the injured party exercises his/her right to damage compensation at a court,
- d) act in the proceedings concerning the damage compensation for a claim event in concert with the assistance company's instructions; the insured shall not, without the assistance company's consent, pledge to compensate for a statute-barred claim or make judicial settlement in particular; the insured is



- obliged to lodge an appeal against a potential decision on damage compensation in time unless he/she receives a different instruction from the assistance company,
- e) not acknowledge or satisfy without the assistance company's prior consent any liability claim – not even partially,
  - f) immediately inform the injured party about his/her damage liability insurance and try to make a record of the damage caused and its extent,
  - g) immediately inform the police or other investigative, prosecuting and adjudicating bodies if a claim event occurred under circumstances arousing suspicion of a crime or if the damage incurred exceeds 5,000 CZK,
  - h) provide documents proving the amount of the damage incurred and to render possible inspection of the thing to which the claim event relates, if the insurer or the assistance company so requires,
  - i) assign to the assistance company any claims for damage compensation, if any, that the insured has against third parties; should the insured waive such claims or rights without the assistance company's consent, the insurer shall be released from its obligation to provide indemnity up to the extent to which it might have claimed compensation from the third party,
  - j) immediately inform the assistance company that the insured has accepted indemnity from other insurance contracts in connection with the claim event or that he/she has laid claim to such.