



“TRAVEL INSURANCE FOR GOLD CARDS”

Insurance Terms and Conditions as of 1st November 2011

Insurance Programme for Holders of Gold Cards and Gold Business Cards (Gold Card) Issued by Komerční banka, a. s.

This insurance is 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”), a and these Insurance Terms and Conditions of Travel Insurance for Gold Cards (hereinafter referred to as “the Insurance Programme”).

The accident insurance in this insurance programme is designed as insurance against the agreed sum; other types of insurance are insurance against loss and damage.

The insurance and related assistance services included in this insurance programme shall be provided in accordance with the below defined conditions to all holders of international payment cards “Gold Card” and “Gold Business Card” (hereinafter referred to as “the Payment Card”) during their trips abroad and to the holders’ family member if 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	Spouse	Child
Health emergency insurance			
Medical expenses on health emergency treatment	2 500 000	2 500 000	2 500 000
Medical transport and repatriation	2 000 000	2 000 000	2 000 000
Hospital visit by a close person	200 000	200 000	200 000
Transport of the deceased	300 000	300 000	300 000
Untimely return to homeland	200 000	200 000	200 000
Substitute employee	200 000	200 000	-
Accompaniment of children returning to homeland	-	-	100 000
Accident insurance			
Sum insured of the basic accident insurance for permanent consequences of an accident	200 000	200 000	200 000
Sum insured of the basic accident insurance for death due to an accident	200 000	200 000	200 000
Sum insured of the accident rider	200 000	200 000	200 000



Legal assistance insurance			
Legal assistance	200 000	100 000	100 000
Bail delivery costs	150 000	-	-
Damage liability insurance	1 400 000	1 400 000	1 400 000
Insurance of losses directly related to air transport			
Flight delay, flight cancellation	8 000	8 000	-
Luggage delay	8 000	8 000	-
Loss, theft, damage or destruction of luggage (financial participation of the insured)	30 000 (1 800)	30 000 (1 800)	-
Loss of identity documents	5 000	5 000	5 000
Tour cancellation (financial participation of the insured)	100 000 (20 %)	100 000 (20 %)	100 000 (20 %)

If the insurance indemnity limit for any of the persons mentioned is not specified in the “**Overview of Insured Risks, Indemnity Limits, Sums Insured and related Assistance Services**“, the insurance of such a risk or 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 18¹⁵ 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 holder of a payment card (hereinafter referred to as "the Holder") issued to an account opened with Komerční banka, a. s., and:
- person who is in a marital relationship or partnership with the card holder within the intention of the Registered Partnership Act, or in a relationship between two persons of the same sex considered to be similar to the registered partnership on the basis of legislation other than the Czech one (hereinafter referred to as "the Spouse"),
- children of the holder and children of the spouse, dependant and 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 spouse and children are insured only if travelling together with the 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 insurance inception is the moment of the receipt of the payment card by the holder. The insurance is terminated at the moment when the validity period 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 one calendar month. The premium for this insurance term shall be paid by the policy holder (Komerční banka, a. s.).

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

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 persons' 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 60th day of a continuous stay abroad.

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

The effectiveness of the insurance is not conditioned by the use of the payment card, except for the additional accident rider the effectiveness of which is conditioned by the use of the payment card within the meaning of Article 6.1.2, and except for the tour cancellation insurance as defined in Article 11.1.

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 the insurer's obligation to cover the travel expenses is stated within the provided insurance indemnity and if it is possible to use the air ticket or transport ticket that the insured person 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 appertain to any other insured event as well as the



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

1.9 Personal data

1.9.1 Personal data processing in connection with the insurance programme

1.9.1.1

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

1.9.1.2

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

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

1.9.2.1

By accepting the payment card to which the insurance of medical expenses or the accident insurance applies, the holder grants to the insurer his/her consent to obtain information about his/her state of health through the insurer's contractual physicians in compliance with Section 67b(10) of Act No. 20/1966 Coll., Care for the Health of the People Act, as amended, and gives the 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 the other insured persons to grant the above mentioned consent and that he/she has their permission to obtain information about their state of health through the insurer's medical referee.

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 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 the other insured persons to grant the above mentioned consent and that he/she has their permission to process their personal data which refer to the insurer about their state of health.

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 or from the accident insurance. However, the insured has the right to withdraw the consent



granted at any time. The withdrawal of this consent can solely be made in writing – sending it as a registered letter to the insurer's company address is the best way. The withdrawal of this consent causes the extinction of the claim to an insurance indemnity payment from the health emergency insurance or accident insurance to which the insured person withdrew his/her consent in writing, however, no sooner than on the day of delivery of this withdrawal to the insurer.

1.10 Terminology

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

Means of public transport is a bus of public passenger transportation, taxi vehicle, public railway train (and also a car or cabin of cable railway, 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's ABC Worldwide Flight Guide (ABC World Airways Guide).

E- card is an international virtual debit card VISA or MasterCard for internet transactions and is issued to the holder of the credit card by Komerční banka, a. s.

Mountain climbing means moving on a terrain of UIAA 2 difficulty and higher.

Hospitalisation means medical treatment provided in a hospital and requiring at least 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 with a valid ticket in a means of public transportation (including boarding/disembarkation at the starting point/destination) or the insured person's ride in a taxi 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 a vessel with a motor up to 4 kW or with the total surface of sails up to 12 m² which is not subject to registration in the Shipping Register of the Czech Republic or in a similar register of another country (if it is operated in compliance with the inland navigation regulations).

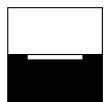
Person close to the insured is a person who is in a close relationship with the insured within the meaning of Section 116 of the Civil Code, i.e. a direct relative, sibling, spouse, partner and other persons in a family or similar relationship are considered as close persons if the harm which has been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

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

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

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

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 holder's spouse and/or



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 are not parted due to 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.

Accident means an unexpected and sudden impact of external forces or own physical force independently of the insured's own will, or unexpected and continuous impact of high or low external temperatures, gases, fumes, radiation (excluding nuclear), electricity and poisons (excluding microbial poison and immunotoxic substances) independently of the insured person's own will which caused a bodily injury or death of the insured during the period of the insurance. Suicide, attempted suicide or intentional self-inflicted injury, heart attack or stroke is not considered an accident. On the other hand, the following events independent of the insured's own will are considered an accident – death by drowning and stroke of lightning.

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 a 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 or preparations for such sport competitions (with the exception of card and chess competitions),
 - q) driving L category motor vehicles of more than 125 cm³ (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 the spouse and/or children), 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 to 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 shall 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 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 as a result of an insured event during the insurance period.

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 2,500,000 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.

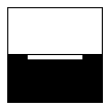
The insurer shall reimburse for other necessary expenses of the insured on buying any necessary medical aids (e.g. crutches, corsets, immobilisers, ...) in connection with the insured event.

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 ways 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 2,000,000 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 100,000 CZK.

5.1.3 Hospital visit by a close person

If it is not possible to transport the insured to the Czech Republic due to medical reasons, and if s/he must stay in hospital for more than ten days, the assistance company shall arrange adequate transport there and back for one close person of the insured so that s/he can visit the insured person and the insurer shall pay for the costs of this transport up to the indemnity limit of 200,000 CZK. The insurer shall cover from the insurance only the travel expenses; accommodation costs and other expenses are not part of the indemnity.

5.1.4 Transport of the deceased

If the insured dies, the assistance company shall arrange and the insurer shall 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 300,000 CZK. The costs related to the funeral ceremony are not part of the indemnity.

5.1.5 Untimely return to homeland

If a close relative of the insured dies in the Czech Republic, then the assistance company shall arrange transport and the insurer shall cover the travel costs of going back to the Czech Republic by an adequate means of transport for each of the insured persons up to the indemnity limit of 200,000 CZK.

5.1.6 Travel expenses on the substitute employee

If the insured is repatriated in terms of Articles 5.1.2 or 5.1.4, the assistance company shall arrange for the substitute employee, who replaces the insured person and continues his/her mission, adequate transport to the place from which the insured was repatriated and the insurer shall pay for the costs of this transport



up to the indemnity limit of 200,000 CZK for each one under the condition that this service is required from the assistance company immediately after the doctor appointed by the assistance company decides to repatriate the insured person is known (in terms of Articles 5.1.2 or 5.1.4).

5.1.7 Accompaniment of children returning to homeland

If none of the insured persons aged over 18 years, due to a health emergency or death of the insured, is able to take care of the children younger than 15 years of age travelling together with the holder and with the other insured persons, the assistance company shall arrange adequate transport for a person appointed by the insured or for another close person from the Czech Republic and back to fetch the children and the insurer shall cover the costs of this transport up to the indemnity limit of 100,000 CZK. If such person is not appointed by the insured, s/he shall be designated by the assistance company.

5.2 Insurance exclusions

5.2.1 Apart from the exclusions specified in Article 2, the insurer shall 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 his/her 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 24th week of such pregnancy, pregnancy tests, childbirth, investigations and treatment of infertility, assisted pregnancy and costs of contraception and hormonal therapy relating to pregnancy and family planning,
- f) rehabilitation, staying at spas, convalescent homes, sanatoriums and similar facilities,
- g) cosmetic operations,
- h) dental operations with the exception of necessary treatment of natural teeth for acute pain or after an injury which is an insured event,
- i) above-standard medical care, preventative medical care, preventative vaccination, vitamins, supportive medicines, artificial limbs and other aids (sanitary towels, contact lenses, glasses etc.),
- j) medical treatment carried out after the return to the Czech Republic or to the state in which the insured contributes to the public health insurance system,



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

5.3 Obligations of the insured

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

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

6. Accident insurance

6.1 Insured event

In terms of this insurance, the insured event includes the permanent consequences of an accident or death of the insured due to an accident in terms of 1.10 which is connected with the obligation of the insurer to pay out the indemnity. The beneficiary in the accident insurance is the insured; in the case of indemnity for death of the insured due to an accident it is the person mentioned in Section 51 of the Insurance Contract Act.

6.1.1 Basic accident insurance

The insured event in the accident insurance includes the permanent consequences of an accident or death due to an accident which occurred abroad during the period of the insurance effectiveness and which was rightfully asserted as an insured event from the insurance of medical expenses. The sum insured for permanent consequences of an accident and the sum insured for death due to an accident amount to 200,000 CZK for all insured persons.

6.1.2 Additional accident insurance

The insured event in the additional accident insurance includes the permanent consequences of an accident or death due to an accident which happens during the insurance effectiveness when travelling by a means of public transport if it is not a regular prepaid ride of the insured to work and if the fare is paid prior to the trip by the payment card of the holder to which this insurance programme is provided. The additional accident insurance is valid worldwide, for the entire period of the card's validity (365 days a year). The indemnity from the additional accident insurance shall be provided only if the relevant fare has been paid by the card to which the insurance programme relates. The right to indemnity payment from the basic accident insurance is not affected by a potential indemnity payment provided from this additional insurance.

The sum insured of the additional accident insurance is 200,000 CZK for each insured person. In the case of death due to an accident and a bodily damage causing a double or multiple limb losses, the beneficiary



shall receive the whole sum insured from the additional accident insurance. A half of this sum insured shall be paid out in the case of a single limb loss.

The single limb loss means in the additional accident insurance a loss of one limb or loss of one eye. The double or multiple loss means a loss of two or more limbs. The loss of a leg or an arm means amputation at the level of an ankle or wrist; as the loss of an eye is understood complete and permanent blindness of the visual organ.

6.2 Insurance indemnity

6.2.1 Indemnity for permanent consequences of an accident:

Permanent consequences of an accident shall only be understood as consequences of an accident which will not ameliorate, i.e. a permanent impact on physical and mental functions.

- a) If the accident causes permanent consequences to the insured, the insurer shall pay out indemnity in the amount of a percentage share from the sum insured which – for individual types of damage according to the Classification – corresponds with the extent of permanent consequences after their stabilization, and if they were not stabilized within 3 years of the day of the injury, then according to the percentage share corresponding with their condition at the end of this period. If the Classification specifies a percentage scope, the amount of indemnity is determined in such a way that, within the given scope, it corresponds with the nature and scope of the damage caused by the accident. The amount of indemnity is determined by the insurer on the basis of the report and result of medical examination of the insured carried out by the assessment physician of the insurer. The medical examination ascertaining permanent consequences is ensured by the insurer at its own expense.
- b) If one accident causes several permanent consequences to the insured, the total permanent consequences are evaluated by the sum total of percentage shares for individual items, however, by 100% maximum.
- c) As far as the individual permanent consequences of the accident after one or several injuries of one limb, organ or their part are concerned, the insurer evaluates them as a whole by the percentage specified in the Classification for anatomic or functional loss of the relevant limb, organ or their part, maximum.
- d) If the permanent consequences of the injury concern a part of the body or organ which was already damaged before the injury, the insurer shall lower the indemnity by a percentage corresponding to the extension of damage prevention specified in the Classification.
- e) If the insurer cannot provide indemnity because the permanent consequences have not stabilized after the period of six months of the injury, however, their minimum scope is known, the insurer shall provide an adequate advance payment to the insured at his/her written request.
- f) If the insured person dies before the indemnity payment for permanent consequences is carried out, however, not due to the consequences of this accident, the insurer shall pay out to the insured's heirs the amount corresponding to the scope of permanent consequences of the accident at the time of insured's death, however, the amount stipulated for death due to the accident maximum.

6.2.2 Indemnity for death due to an accident:

Death due to an accident means the insurance against a death which was a result of the accident occurring within the period of insurance effectiveness and in the insured's everyday life, unless stipulated otherwise.

- a) In the case of death of the insured due to an accident, the insurer shall pay out to the beneficiary the agreed sum for the case of death due to an accident.
- b) If the insured dies due to an accident and the insurer has already indemnified for the permanent consequences of this accident, only the possible difference between the sum insured for death due to an accident and the amount already paid out shall be provided.
- c) If the accident caused the insured's death which occurred no later than within one year of the day of the accident, the insurer shall pay indemnity to the person whose right to indemnity arose due to the death of the insured based on a written application of this person.



6.3 Insurance exclusions

6.3.1 Apart from exclusions specified in Article 2, the insurer shall not indemnify for:

- a) for permanent consequences and death which are a direct result of any illness,
- b) for occurrence and deterioration of hernias and tumours of all kinds and origins, varicose ulcers, diabetic gangrenes, aseptic inflammation of sinews of muscles, insertions and bursae, epicondilitis, spinal disc prolapse, sudden intervertebral disc syndromes, stroke, retinal detachment,
- c) for mental and psychological disorders, even if they are a result of the accident,
- d) for collapses, epileptic and other fits, spasms of the whole body if they are not a sole result of the accident,
- e) for bodily injuries caused by pregnancy, child birth, premature child birth and abortion,
- f) for infectious diseases even if transferred through an injury during the accident,
- g) for injuries at work and industrial diseases,
- h) for consequences of diagnostic, medical and preventative operations not performed in order to cure the consequences of the accident,
- i) if an illness deteriorates or manifest itself as a consequence of the accident,
- j) for heart attacks or strokes,
- k) for the damage caused by the influence of microbial poisons and immunotoxic substances or nuclear radiation,
- l) if the accident of the insured happens in connection with an action of the insured for which the insured was found guilty of intentional crime or by which s/he intentionally damaged his/her health,
- m) if the beneficiary or another person on the insured's instigation intentionally provoked the insured event,
- n) if the first medical help after the accident was not in the country where the accident occurred.

6.3.2 The insurer has the right to lower the indemnity by up to one half:

- a) if it is discovered that the insured or the beneficiary provided different information about the occurrence of the accident than that resulting from the insurer's investigation,
- b) if the insured or the beneficiary do not fulfil their duty to report the claim event in compliance with Article 3.2 e).

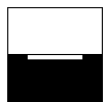
6.3.3

The right to indemnity shall not arise to the person who would otherwise be entitled to indemnity by the death of the insured, if this person caused the insured's death by an intentional crime or participated in such an act and was lawfully convicted of this crime. The insurer shall not pay out indemnity until the judgment comes into force.

6.4 Obligations of the insured:

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

- a) completed form "Notification of Accident" and medical certificate of the accident. If the insured dies due to the accident, the person with the right to indemnity shall, in compliance with Section 51 of the Insurance Contract Act, submit the original or certified copy of the death certificate with a completed form of the "Notification of Accident",
- b) documents issued by local authorities describing the circumstances of the accident (police certificate in the case of an injury caused by a traffic accident), when and how the injury occurred, who caused it, including a certified translation into the Czech language unless the documents are provided in English, German, Russian or Spanish,
- c) medical report issued by the doctor who provided the immediate medical care after the accident in the territory of the state where the accident happened,
- d) medical confirmation of the attending doctor about the death, if the insured has died,
- e) documents from the hospital or from the attending physician proving the degree of permanent consequences of the accident,
- f) cover the costs of control check-up required by the insured; if the insurer provides another indemnity payment on the basis of the control check-up, the insurer also reimburses for the insured's expenses on this check-up,



- g) documents necessary for the indemnity payment required by the insurer. The insured person shall undergo a medical examination upon the insurer's request, prove his/her identity by an ID or another valid document. The insured shall inform the insurer about any changes affecting the payment of indemnity. The insurer shall not pay out the indemnity unless these obligations are met.

7. Legal assistance insurance

7.1 Insured event

The insured event is the need to protect the rightful legal interests of the insured person incurred during a stay abroad and requiring necessary and immediate legal solution. The insured person shall inform the assistance company about such a need without undue delay.

7.1.1 Payment for legal services

If the insured is detained/taken into custody or imprisoned, or threatened therewith, after a road traffic accident or due to any inadequate administrative complications, the assistance company shall recommend him/her a suitable lawyer. The insurer shall pay to the assistance company for the approved and reasonable costs of the legal assistance up to the amount of 200,000 CZK for the holder and up to 100,000 CZK for each of the other insured persons. Other costs related to the proceedings (e.g. costs of judicial proceedings) and the consequences resulting from such proceedings are not subject to the legal assistance insurance.

7.1.2 Bail delivery

If the insured person is detained/taken into custody or imprisoned, or threatened therewith after a road traffic accident or due to any unreasonable administrative complications, the assistance company shall ensure the delivery of bail to the insured or to another person upon the request of the insured (e.g. to his/her legal representative), however, only based on a sufficient financial guarantee of the insured or the other person (cash provided to the account of the assistance company, other securing of the liability). The insurer shall cover the costs of cash delivery to the insured up to the amount of 150,000 CZK.

7.2 Insurance exclusions

7.2.1 The insurer shall not cover the costs of legal services if:

- a) the insured authorised a legal representative to act in the insured's interest without prior approval by the assistance company, however, not in the following cases:
 - immediate necessity to prevent occurrence of loss or damage,
 - detention of the insured and/or taking him/her into custody if s/he is provided with an lawyer in accordance with local legislation,
- b) they are related to an intentional crime, offence or damage committed by the insured,
- c) they are related to a dispute between the insured and his/her close person.

8. 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)

8.1 Insured event

The insured event is the occurrence of the insured's obligation to compensate for damage for which the



insured is liable and this obligation is governed by the relevant legal regulations of the state in the territory of which the damage arose during the insurance effectiveness.

The damage liability insurance constitutes the insured's right to have the insurer indemnify for claims stemming from an insured event for which the insured is liable according to the relevant legal regulation to the extent and in the amount defined by the relevant legal regulation up to the indemnity limit specified by this insurance programme. The insured shall inform the assistance company about the occurrence of the damage without undue delay, if the right to compensation was applied towards him/her, and to provide all information about the event's occurrence and follow the instructions of the assistance company.

The insurer shall indemnify the injured party on behalf of the insured for damage against which the insurance is arranged, up to the indemnity limit of 1,400,000 CZK; namely for:

- damage to health and life caused unintentionally by the insured to the other party,
- damage to property (damage, destruction or loss of the other party's property) caused unintentionally by the insured.

The insurer shall, within this indemnity limit, also pay for all the costs spent on the basis of the insurer's written consent 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).

8.2 Insurance exclusions

Apart from the exclusions in Article 2, the insurer shall not indemnify 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/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.

8.3 Obligations of the insured

Apart from the obligations in Article 3, the insured 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.),
- c) immediately inform the insurer that criminal proceedings against the insured have been commenced in connection with the claim event, report to the insurer on the course and results of these proceedings and 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 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 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 she or he has laid claim to such.

9. Insurance of losses directly related to air travelling

9.1 Insured event

The insured event is a situation when the insured, due to a delay or cancellation of a flight, is forced to cover additional expenses, or when the insured, independently of his/her own will, does not have the opportunity to dispose of his/her luggage temporarily or permanently due to their transport by a plane.

The subject of this insurance is the cost paid by the insured as extraordinary expenses or damage to a thing incurred by the insured in direct connection with air transport when at least the departure, arrival or intermediate landing outside the territory of the Czech Republic takes place during the period of insurance effectiveness. The insurer shall reimburse the insured for extraordinary costs or the damage caused in the scope and up to the limits specified further.

The beneficiary in the insurance of transport difficulties is the insured who had to spend extra costs or had his/her property damaged.

9.1.1 Flight delay, flight cancellation

If the departure of the insured is delayed compared to the flight schedule by four hours or more due to a



strike, operational reasons, unfavourable weather, or technical failure of the aircraft, or if such flight is cancelled and the insured is not provided with any alternative transport within four hours following the planned departure, the insurer shall indemnify up to the indemnity limit for all the costs spent by the insured on food and refreshment, hotel accommodation and transport from the airport to the substitute accommodation and back for the substitute flight. The indemnity limit is 8,000 CZK for each insured person for each insured event. Such costs shall be reimbursed upon submission of originals of receipts for the goods and services.

9.1.2 Luggage delay

If the duly registered luggage transported by the airlines is not delivered to the insured within six hours following the insured's arrival to the destination outside the territory of the Czech Republic (but not when returning to the Czech Republic), the insurer shall reimburse the insured for the costs of purchasing the necessary clothes and toiletries up to the indemnity limit. The indemnity limit is 8,000 CZK for each of the insured persons for each insured event. Such costs shall be reimbursed upon submitting originals of receipts for the relevant goods.

9.1.3 Luggage loss, theft, damage or destruction

If the duly registered luggage transported by the same scheduled flight and airlines as the insured is lost, stolen, damaged or destroyed during the period of time for which the air carrier is responsible for it, the insured shall receive indemnity for such lost, stolen, damaged or destroyed luggage and things of personal use. Determination of the amount of loss is based on the time price of insured things immediately before the insured event. The indemnity limit is 30,000 CZK for each of the insured persons for each insured event. The insurance is arranged with a financial participation of 1,800 CZK per each insured event and per each insured person.

9.2 Insurance exclusions

9.2.1 Exclusions appertaining to flight delays or cancellations

Expenses shall not be reimbursed if:

- a) the insured fails to make registration at the entry counter unless s/he is prevented from doing so due to a strike or operational reasons,
- b) the delay is caused by a strike or operational reasons which existed or were announced prior to the day of registration,
- c) the delay is caused by cancellation of the flight due to an order of the civil air office or a similar authority in any country,
- d) if the insured decides to cancel the travel prior to his/her departure.

9.2.2 Exclusions appertaining to luggage delays

The insurance shall not apply to:

- a) flights terminating in the Czech Republic,
- b) cases when the insured fails to submit a written confirmation about the luggage delay from the air carrier,
- c) delays caused by customs clearance,
- d) reimbursement for expenses incurred later than 3 days after the arrival of the card holder,
- e) reimbursement for expenses incurred following the delivery of luggage by the carrier to the insured.

9.2.3 Exclusions appertaining to loss, theft, damage or destruction of luggage

9.2.3.1 The insurer shall not provide indemnity:

- a) if the luggage is seized by the customs office or any other state authority,
- b) if the insured fails to take measures sufficient for saving or reacquiring the lost luggage,
- c) if the insured fails to notify the competent bodies of the airline company of missing luggage and fails to complete the report on personal property discrepancies immediately after the arrival.



9.2.3.2 The insurer shall not indemnify for:

- a) cash, personal, administrative or business documents, samples (e.g. commercial or scientific material etc.), traveller's cheques, payment cards, air tickets, railway tickets, vouchers, fuel coupons, things of special value (e.g. sports equipment, musical instruments, rare metals, jewels, collections, historical items and works of art etc.), dentures, and contact lenses,
- b) any damage caused by the poor condition of luggage and damage incurred prior to the insured event,
- c) any damage caused by confiscation or destruction ordered by authorities,
- d) audiovisual equipment, computer technology and other electronics, including their accessories, except for cameras, laptops, binoculars, camcorders and their accessories,
- e) data, sound or visual records kept in any information media,
- f) damage which shall be reimbursed by the carrier due to its liability.

9.3 Obligations of the insured

9.3.1 Obligations appertaining to flight or luggage delay

The insured is obliged to submit:

- a) written notification of an insured event,
- b) copies of air tickets and flight information (name of airlines, flight number, airport of departure, airport of arrival, and times according to the flight schedule),
- c) confirmation from the airline company proving the flight delay,
- d) confirmation from the airline company proving the real delay in luggage delivery after the arrival,
- e) tags (coupons) of delayed luggage provided by the airline company or their copies,
- f) bills for all reasonable expenses caused by the delay of flight departure, eventually by the delay of luggage.

Damage to a thing shall be understood as a change in the condition of the thing which can objectively be repaired or such change in the condition of the thing which cannot objectively be repaired, however, the thing can still be used for its original purpose.

Destruction of a thing shall be understood as a change in the conditions of the thing which cannot objectively be repaired and therefore the thing cannot be used for its original purpose.

9.3.2 Obligations in case of a loss, theft, damage to or destruction of luggage

The insured shall submit:

- a) completed form "Notification of a claim event from the luggage, damage liability and tour cancellation insurance,
- b) copies of air tickets and flight information (name of airlines, flight number, airport of departure, airport of arrival and times according to the flight schedule),
- c) tags (coupons) of relevant luggage provided by the airline company or their copies,
- d) originals of reports on personal property discrepancies confirmed by the airlines,
- e) copy of the air carrier's confirmation of the amount of reimbursement for the luggage lost, stolen, damaged or destroyed, or of its refusal to bear liability for the damage to transported luggage,
- f) all information about the loss incurred and all information about the expenses which are claimed to be reimbursed.

10. Insurance against loss of identification documents

10.1 Subject of the insurance, insured event

In the case of loss of identification documents, the insurer shall arrange issuance of substitute documents to the motor vehicle, driving licence or passport for each insured person.



10.2 Insurance indemnity

In the case of loss of a travel document, vehicle registration document or driving licence, the insurer shall pay out insurance indemnity to cover the costs of issuance of the substitute travel document up to the maximum limit of 5,000 CZK for each insured person and arrange delivery of the document to the place of the insured's stay.

11. Tour cancellation

11.1 Insured event

The insured event in the tour cancellation insurance is the cancellation of a tour (accommodation, transport, or other expenses) firmly ordered and paid for using the Gold Card, or by a non-cash transfer from the account to which the Gold Card was issued or the E-card issued by KB before the departure if the reason is:

- a) injury or illness of the insured person due to which s/he is hospitalised or confined to bed at the time of planned departure,
- b) sudden death of the insured or his/her close person,
- c) sexual assault committed on the insured or on his/her close person and reported to an investigative body,
- d) judicial summons of the insured if the insured proves that s/he received the summons after the payment of the tour using the Gold Card, or by a non-cash transfer from the account to which the Gold Card was issued or the E-card
- e) serious damage to the place of the insured's residence or to the premises determined for the insured's business activities caused by a natural disaster or crime committed by a third party if the presence of the insured at the time of the planned departure is proved to be necessary.

11.2 Insurance indemnity

The insurer shall reimburse for the proved non-refundable costs of the purchase of the tour, air ticket, transport ticket, booked accommodation or services incurred in relation to the insured event, however, only if no right to reimbursement of such costs by a third party arises to the insured. The indemnity limit for each insured person is 100,000 CZK for each insured event. The insurance is arranged with loss participation of the insured in the amount of 20 % of the proved non-refundable costs for each insured event and for each insured person.

11.3 Insurance exclusions

11.3.1

The insurer shall not indemnify in the following cases:

- a) participation in the tour is cancelled due to an illness or accident known to the insured at the time of using the Gold Card or by a non-cash transfer from the account to which the Gold Card was issued or the E-card,
- b) the insured could have anticipated the insured event when buying the tour,
- c) the insured provoked the insured event intentionally or by his/her gross negligence,
- d) participation in the tour is cancelled due to a change of the travel plan, failure to acquire a visa or impossibility of taking a holiday,
- e) the insured does not come to the place of departure, misses the departure or is excluded from the tour.

11.3.2

The insurance shall not apply to:

- a) costs of services not paid by the Gold Card or by a non-cash transfer from the account to which the Gold Card was issued or by the E-card.
- b) costs or services used or ordered after the insured was informed about the reason for the tour cancellation,
- c) breach of obligations or bankruptcy of the tourist services provider or the tourist agent,
- d) non-use of already paid optional services (e.g. trips, car rental).



11.3.3

If the insurance contract is entered into less than 14 days prior to the beginning of the tour, the insurer has the right to lower insurance indemnity by up to one half if an insured event occurs.

11.4 Obligations of the insured

11.4.1

If any of the situations specified in the provisions of Article 11.1 arise and if it is obvious that the tour must therefore be cancelled, the insured person shall:

- a) immediately inform the insurer about the occurrence of an event due to which the participation in the tour will have to be cancelled,
- b) cancel the participation in the tour without undue delay, no later than on the following working day,
- c) submit to the insurer the completed and signed form "Notification of Insured Event", document the costs of purchase or firm reservation of the tour, copy of sick leave note or hospital discharge report, or possibly any other confirmation according to the reasons for cancellation of the participation in the tour (death certificate, police report, etc.) or other documents required by the insurer.

11.4.2

If the obligations specified in Article 11.4.1 have been breached, the insurer has the right to lower insurance indemnity proportionally or refuse to provide it.