



General Terms and Conditions of Travel Insurance – UCZ/Ces/10

General Part

1. Introductory Provisions

1.1. Travel Insurance provided by UNIQA pojišťovna, a.s. (hereinafter referred to as the “insurer”) shall be governed by the laws of the Czech Republic. Travel Insurance shall be subject to the Insurance Contracts Act, the Insurance Act, the relevant provisions of the Civil Code, the present General Terms and Conditions of Insurance (hereinafter referred to as “GTC”) and contractual arrangements. Should any of the above conditions contain a derogation in accordance with the law, the provisions set out in the terms and conditions of insurance or directly in the insurance contract shall apply.

1.2. The following types of insurance, which are then covered in the Special Part of these GTC, may be negotiated with Travel Insurance:

- A) Medical Expenses Insurance
- B) Assistance Services Insurance
- C) Personal Accident insurance
- D) Liability Insurance
- E) Baggage Insurance
- F) Cancellation Fees Insurance
- G) Leave Compensation Insurance
- H) Pet Insurance

1.3. The insurance referred to in paragraph 1.2. under A), B), D), E), F), G), and H) is arranged as indemnity insurance; the insurance referred to under C) is arranged as an agreed sum of insurance.

2. General Provisions

2.1. Under the insurance contract, the insurer shall pay indemnification to the agreed extent in the event of a claim and the policyholder shall pay the insurer premiums.

2.2. The sum insured and the amount of excess for the individual types of Travel Insurance shall be set out in the insurance contract. Excess means the amount contributed by the insured to indemnity arising from any claims and deducted by the insurer from the indemnity granted.

2.3. Any legal acts relating to insurance shall be in writing. Any and all changes shall be made in writing, otherwise they shall be null and void.

3. Period of Insurance, Period of Cover

3.1. All types of Travel Insurance, apart from Cancellation fees Insurance, shall commence at 0:00 hours on the date stipulated in the insurance contract as the inception of the insurance, such being not earlier than the date and time of negotiation of the insurance as stated in the insurance contract, and shall lapse at 24:00 hours on the date stipulated in the insurance contract as the end of the insurance. Cancellation Fees Insurance shall commence on the date and time of negotiation of the insurance and shall lapse at 24:00 hours on the date agreed in the insurance contract as the beginning of the insurance.

3.2. In the event that the insured, by reason of force majeure (such as closure of air traffic, natural disaster at the place of stay abroad, etc.) cannot return to the Czech Republic as originally scheduled, the validity of the travel insurance shall be automatically extended, free of charge, for the period necessary to return to the Czech Republic, such being in the same range as that originally negotiated.

3.3. The insurance contract shall enter into effect at the earliest upon payment of the full amount of the single premium, unless otherwise agreed in the insurance contract.

3.4. Travel Insurance may not be interrupted, unless otherwise agreed.

4. Territorial Validity of Insurance

4.1. All types of Travel Insurance, except Cancellation Fees Insurance, shall be valid in the geographical area agreed in the insurance contract – but in all cases with the exception of the Czech Republic and states where the insured has permanent or temporary residence, or of which the insured is a national, unless otherwise agreed in the insurance contract.

4.2. Insurance arranged for Geographical Zone 1 shall apply only to insured events that occur in the geographical area of Europe, including the islands belonging to European states, in Egypt, Israel, Morocco, Tunisia and Turkey. Insurance arranged for Geographical Zone 2 shall cover insured events that occur in all countries of the world.

5. Premium

5.1. A premium is the payment for the provision of insurance. The amount of the premium shall be determined on the basis of rates set by the insurer for individual types of cover according to actuarial principles.

5.2. The premium shall be fixed for the entire agreed period of insurance (a single premium), unless otherwise agreed in the insurance contract.

6. Indemnification

6.1. The insurer shall provide indemnity up to the agreed sums insured. Excess may be negotiated in the insurance contract.

6.2. Indemnification shall be payable within 15 days of the date on which the insurer completes the investigation necessary to ascertain the extent of the insurer's liability to indemnify. The insurer shall complete the investigation within three months of the date on which the claim in respect of which indemnification is sought is notified to the insurer. The insurer, if unable to complete the investigation in the above time limit, shall notify the person who is to be entitled to or is entitled to indemnification of the reasons for which the investigation cannot be completed, and shall provide that person, upon request, with a reasonable advance. The time limit may be extended by agreement. The time limit shall not run if the investigation is prevented or impeded for reasons resting with the beneficiary, the policyholder or the insured.

6.3. Indemnification shall be payable in the Czech Republic in the domestic currency, unless otherwise agreed in the insurance contract. For purposes of foreign currency translation, the CNB exchange rate prevailing on the first working day of the month in which a claim is settled shall apply.

6.4. The insurer shall be entitled to reduce indemnification under indemnity insurance by any damages that have been paid by a third party obliged to compensate for damage incurred in respect of the claim.

7. Termination of Insurance

7.1. Insurance shall terminate upon written notice of the insured or the policyholder prior to commencement of insurance or on the date of commencement of insurance. The policyholder shall be entitled to a refund of premiums paid, less the costs incurred by the conclusion and cancellation of the insurance contract, subject to the return of all documents confirming the arrangement of Travel Insurance.

7.2. Should Travel Insurance be terminated for any reason during the period of insurance, the insurance company shall be entitled to premiums for the entire period of cover, unless otherwise provided in the insurance contract.

7.3. The insurance may also be terminated on the date specified in a written agreement between the insurer and the policyholder or upon expiry of the period for which insurance has been concluded.

7.4. Upon termination of the Travel Insurance contract, all types of insurance agreement negotiated thereunder shall be extinguished.

8. Rights and Obligations of the Policyholder and the Insured

8.1. In the case of third-party risk insurance, the policyholder shall inform the insured of the contents of the insurance contract relating to the insurance of the risk.

8.2. The policyholder or the insured, in addition to the obligations imposed by legislation, shall:

- a) take care to avoid any insured event and do everything to prevent the occurrence or mitigate the consequences thereof (in particular, seek medical treatment without undue delay);
- b) follow the instructions of the assistance service, the insurer's instructions in the Travel insurance manual, the GTC and the insurance contract;

- c) if costs are not directly covered by assistance service or the insurer, notify the insurer in writing of the insured event immediately after returning to the Czech Republic – but no later than 30 days after completion of travel;
- d) without undue delay, fill in and send to the insurer the completed notification of a claim and the required documents, and, should the insurer so request, provide additional information on the claim and submit further necessary documentation; any and all documents submitted shall be drawn up in English, German or Czech, otherwise the insurer shall commission the translation thereof at the expense of the insured;
- e) submit to the insurer any and all truthful information about the origin, course and consequences of the insured event and, in case of doubt, prove the claim to indemnification to the insurer;
- f) provide the insurer, during the investigation of an insured event, with any and all necessary assistance, in particular notify the insurer of any other insurers and sums insured that have been negotiated in other insurance contracts, including Travel Insurance included in card schemes;
- g) absolve a third party (in particular a doctor) of confidentiality in respect of facts related to an insured event, at the insurer's request;
- h) secure, in respect of another party, the right to compensation for damage caused by an insured event, or other similar right, and transfer that right in writing to the insurer up to the level to which the insurer has paid or will evidently pay indemnification.

8.3. The policyholder, insured or beneficiary shall be entitled to lodge a complaint with the insurer's inspection service or with the CNB (Section for the Regulation and Supervision of Insurance Companies).

9. Rights and Obligations of the Insurer

9.1. The insurer shall be entitled to reduce the indemnification payable if the insured has failed to comply with contractually agreed obligations, in particular in case of the late notification of an insured event or if information in the notification of an insured event is incomplete, if this hampers the investigation into the extent of the damage or loss.

10. Service

10.1. The insurer shall serve documents by post or other appropriate means.

10.2. If documents cannot be delivered directly to the addressee despite the fact that the address resides or works at the place of delivery, they shall be served on another adult living in the same household or in the same building, working in the same place of business or employed in the same workplace, if that person is willing to arrange for the delivery of such documents. Where a document cannot be served even in this manner, it shall be deposited with the post office, which shall invite the addressee in an appropriate manner to collect the document. If a consignment is not collected by the addressee within ten days of deposit of the consignment at the post office, the final date of that time limit shall be regarded as the date of service, even if the addressee does not learn about the consignment deposited at the post office. Unless ascertained otherwise, it is accepted that the addressee can be found at the place of delivery.

Special Part

Part A – Medical Expenses Insurance

Article 1 – Subject of Insurance

1. This insurance covers necessary and demonstrable costs incurred by the insured for the necessary medical treatment due to injury or acute illness of the insured.

Article 2 – Insured Event

1. An insured event under Medical Expenses Insurance shall be an accident or other unforeseen acute illness of the insured abroad requiring outpatient or inpatient treatment.
2. The insurer or the insurer's assistance service shall pay the costs incurred by the insured in connection with essential and adequate medical care due to injury or acute illness of the insured. Such costs, unless the insurance contract provides otherwise, shall encompass:
 - a) outpatient medical treatment;
 - b) hospitalization in a standard room for the period necessary, as determined by a medical report, i.e. treatment, procedures and operations which, given the medical condition of the insured, cannot be postponed until his return to the Czech Republic;

- c) treatment by a dentist due to injury of the insured or as first aid for the insured, in which respect only treatment for pain relief (a simple filling or extraction) shall be covered;
- d) drugs prescribed by a doctor, in which respect nutritional, strengthening or vitamin preparations, products used for preventive, supportive or addictive purposes, and cosmetic products shall not be regarded as such drugs;
- e) transportation to the nearest suitable medical facility (including the calling of a doctor to the patient), if the insured is unable to use ordinary means of transport; transportation from the doctor to the nearest suitable specialist hospital, all within the scope of necessary and urgent medical treatment; transportation by helicopter only in cases of injuries requiring urgent hospitalization of the insured.

Article 3 – Indemnification

1. The insured, if in need of outpatient treatment, may contact the insurer's assistance service, which shall provide him with advice or assistance in finding medical treatment. If an outpatient doctor does not accept the guarantee of payment from the insurer via the assistance service, the insured shall pay the cost of outpatient medical care within the meaning of this insurance himself in cash on the spot directly to the doctor or the medical facility. The insured shall submit proof of such payment to the insurer on returning to the Czech Republic. The insurer itself or through the assistance service shall provide indemnity in domestic currency to the insured.
2. In the event of hospitalization, the insured shall immediately contact the insurer's assistance service as specified in the insurance contract. At the hospital, the insured shall furnish submit the assistance card. The insurer itself or through the assistance service shall pay the expenses related to treatment in the hospital on behalf of the insured.

Article 4 – Exemptions from Insurance

1. The insurer shall not be obliged to provide indemnification in the case of:
 - a) sickness and accidents that occur during riots or crime committed by the insured by way of conduct failing to comply with the statutory provisions of the country concerned, in connection with war or unrest, in an attempt to commit suicide or self harm; in case of sickness and accidents that occur after the ingestion of alcohol or drugs, the insurer may limit the indemnification;
 - b) an examination to detect pregnancy, abortion, any complications after the sixth month of pregnancy, childbirth, examination and treatment of infertility, artificial insemination, infertility treatment, contraception;
 - c) stays in spas, nursing homes, treatment facilities, convalescent homes, medical institutions, etc.;
 - d) procedures which are not strictly necessary, such as preventive examinations and check-ups, prophylactic vaccination, beauty treatments and the effects thereof, chiropractic procedures or therapy, treatment of teeth and jaws, production and repair of dentures, braces, breast forms, glasses, contact lenses, hearing aids;
 - e) mental and psychological illnesses or disorders (e.g. psychoanalytic or psychotherapeutic treatment, etc.), with the exception of post-traumatic shock;
 - f) venereal disease or AIDS;
 - g) the performance of medical procedures outside a healthcare facility which are not carried out by a doctor or a nurse qualified to perform the medical procedure, or treatment that is not scientifically or medically recognized;
 - h) above-standard care, physical therapy or rehabilitation;
 - i) professional dental care – this insurance covers only first aid in emergency painful cases (extraction, simple filling);
 - j) the treatment or operation of chronic illness, if, during the previous 12 months, the illness has required hospitalization, has advanced, or has caused significant changes in medication;
 - k) medical care associated with the treatment of an illness or injury that existed before the insurance contract was concluded;
 - l) illnesses and accidents that occur in connection with participation in dangerous sports – this exemption shall not apply if the additional insurance of dangerous sports is negotiated in the insurance contract;
 - m) illnesses and accidents that occur in connection with participation in winter sports – this exemption shall not apply if the additional insurance of winter sports is negotiated in the insurance contract;
 - n) illnesses and accidents that occur in connection with participation in uninsurable sports.

2. Participation in recreational sports is included in the basic insurance. Recreational sports are all sporting activities not classified as dangerous, winter, or uninsurable sports. In addition, recreational sports include short-term beach adrenaline activities purchased by the insured directly on the beach from a local service provider, e.g. banana riding, jet skiing, parasailing, water skiing, scuba diving with an instructor, etc.).
3. The following activities are classified as dangerous sports:
at least grade 3 rafting, other means of negotiating wild rivers as of grade 3, parasailing, skydiving, hang gliding, paragliding, sailing and flying of all types, motor and aviation sports of all kinds, ballooning, trekking from 3,000 m to 5,000 m above sea level, caving, scuba diving, combat and contact sports, skateboarding, ski acrobatics and ski jumping, motor sports on snow, ice or water other similarly dangerous sports, publicly organized sports competitions, games or competitions in any kind of sport, any kind of sport professionally run.
4. The following activities are classified as winter sports:
downhill skiing and snowboarding on marked slopes and trails, cross-country skiing, skating, speed skating, figure skating, bobsleighbing, skibobbing, and lugging
5. The following activities are classified as uninsurable sports:
bungee jumping, canyoning, skiing and snowboarding off marked slopes and trails, ski touring, hiking over 5,000 m above sea level, and mountain-climbing
6. A list of sports classified by group is available on the insurer's website.

Article 5 – Obligations of the Insured

1. Should an insured event occur, in addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) do everything that can reasonably be required of him to mitigate the consequences of the insured event, especially seeking medical examination without undue delay and showing proof of insurance;
 - b) comply with the instructions of the attending physician and the mandated treatment regimen;
 - c) present the insurer with the original medical findings, diagnoses, lists of procedures, bills for hospital stays and drugs, any other original documents necessary for determining the amount of the claim;
 - d) transfer, in writing, the insured's claims against third parties to the insurer, up to the costs paid by the insurer;
 - e) absolve, at the insurer's request, the health service provider or other third parties of confidentiality and grant the insurer authorization to obtain information about his health which is necessary to investigate the event;
 - f) undergo an examination by a doctor designated by the insurer.

Part B – Assistance Services Insurance

Article 1 – Subject of Insurance

1. This insurance shall cover the following demonstrable costs or services:
 - a) the cost of repatriating the insured;
 - b) the cost of repatriating the mortal remains of the insured;
 - c) the cost of sending a guardian;
 - d) the cost of a premature return from an insured journey;
 - e) the cost of missing the departure of a means of public transport;
 - f) the cost of legal assistance abroad, including the mediation thereof;
 - g) the cost incurred by the loss of travel documents;
 - h) rescue costs;
 - i) indemnification in case the insured is seized during the hijacking of an aircraft or bus;
 - j) intermediation of financial assistance for the insured;
 - k) costs incurred by delayed baggage;
 - l) costs incurred by a delayed flight.

Article 2 – Indemnification

1. The insurer itself, or through the insurer's assistance service, shall cover demonstrable costs or services under the conditions specified in this article. Such costs and services, unless the insurance contract provides otherwise, shall encompass:

a) the cost of repatriating the insured;

The insurer shall cover the transportation of the insured (if unable to travel by normal means of transport) from a foreign hospital to the place of permanent residence in the Czech Republic, provided that the date, method and arrangements are decided by the insurer or the insurer's assistance service after consultation with the attending physician. The insurer shall order repatriation as soon as the state of health of the insured allows. If transportation is medically possible but is refused by the insured, the insurer's obligation to provide indemnification under Medical Expenses Insurance shall cease from the moment of such refusal. If the insured is a foreign national, the insurer shall provide repatriation to a place of permanent residence outside the Czech Republic up to a cost equivalent to that of repatriation to the Czech Republic.

The insurer shall not cover costs incurred upon completion of pre-arranged repatriation of the insured because of his non-participation in public health insurance or because of the operational shortcomings of medical facilities.

b) the cost of repatriating the mortal remains of the insured;

The insurer shall pay for the transportation of the mortal remains of the insured, deceased due to an insured event or due to natural death, to the Czech Republic provided that the date, method and arrangements are decided by the insurer or the insurer's assistance service. If the insured is a foreign national, the insurer shall provide repatriation of his mortal remains to a place of permanent residence outside the Czech Republic up to a cost equivalent to that of repatriation to the Czech Republic.

c) the cost of sending a guardian;

The insurer shall cover the reasonable costs of a person, selected by the insured, for transportation from the Czech Republic to the place of the insured's hospitalization and back, as well as normal accommodation at the place of the insured's hospitalization, if the insured's hospitalization, due to serious illness or injury, will last for at least 5 days according to confirmation from the attending physician. The insurer shall cover these costs if they are incurred with the insurer's prior consent and if the insured is a person under 15 years of age or a person incapable of separate return according to decisions by the attending physician and the review physician.

d) the cost of a premature return from an insured journey;

The insurer shall cover the necessary and reasonable costs of an early return from an insured journey if the insured is forced to return from the insured trip because of the death of a relative or because of the serious injury or serious illness of a relative, provided that the attending physician confirms that the insured's relative is in a life-threatening condition. The term "insured's relative" in this paragraph of this article shall mean a spouse, parent or child of the insured. The insurer shall cover these costs if they are incurred with the insurer's prior consent and the means of transport originally planned for the return cannot be used. For the insured's return trip, the economy class of a means of transport may be used.

e) the cost of missing the departure of a means of public transport;

The insurer shall cover the cost of transportation to a place from which the insured may continue the journey as originally planned, or the cost of cancelling the trip or stay, if the insured misses the departure of a means of public transport intended for departure from the Czech Republic demonstrably

- due to a traffic accident involving a private means of transport, provided the insured is not at fault
- due to a traffic accident involving a public means of transport
- due to the cancellation or limitation of public transport links or routes caused by an unannounced strike
- due to a natural disaster that damages a means of transport or that occurs en route and renders the continuation of the journey impossible

The insurer shall cover the costs specified above if they are incurred with the insurer's prior consent. The insurer shall cover transportation costs for the economy class of a vehicle.

f) the cost of legal assistance abroad, including the mediation thereof;

In the event of legal proceedings for damage caused to a third party by negligence or for negligent violation of laws and local provisions of an administrative nature in a private life situation, the assistance service shall send a refundable advance for attorney fees or bail. Legal

assistance is available only outside the Czech Republic or country of permanent residence of the insured. In all cases, the insured is required to return the advance to the insurer within 90 days of the provision thereof.

- g) the cost incurred by the loss of travel documents;
The insurer shall cover the fee for the issue of an emergency travel document and travel expenses from the place of stay abroad to the place nearest Czech mission and back, if travel documents are lost or destroyed travel documents in direct connection with an insured event covered by Baggage Insurance under these GTC. The insurer shall cover costs for the use of the economy class of a vehicle.
- h) rescue costs;
The insurer shall cover costs reasonably incurred to avert the imminent threat of an insured event or to mitigate the consequences following an insured event, including costs of any search and rescue action. The maximum indemnification shall be CZK 500,000, unless provided otherwise in the insurance contract.
- i) indemnification in case the insured is seized during the hijacking of an aircraft or bus;
The insurer shall pay the insured indemnification in the amount of CZK 1,000 per day inclusive if the insured person is seized during the hijacking of an aircraft or bus used to transport them during a foreign trip.
- j) intermediation of financial assistance for the insured;
In an emergency connected with an insured event covered by other types of insurance under these GTC, the insurer shall mediate the transfer of financial assistance to the insured in foreign currencies at an agreed place after a third party remits the equivalent at the insurer or an external provider of this service.
- k) costs incurred by delayed baggage;
The insurer shall cover the documented costs of the insured's necessities in connection with a proven delay of more than six hours in the delivery of the insured's baggage properly checked-in for a scheduled flight booked by the insured. Indemnification shall be provided as of the seventh hour of delay and is limited to CZK 250 per full hour of delay, up to a maximum of CZK 5,000, unless otherwise provided in the insurance contract.
Insurance shall not cover charter flights or delays caused for reasons already known on the date when the flight was booked.
- l) costs incurred by a delayed flight;
The insurer shall cover the documented costs of the insured's necessities in connection with the delay of more than six hours of a scheduled flight booked by the insured due to inclement weather, an unannounced strike, equipment failure or for operational reasons. Indemnification shall be provided as of the seventh hour of delay and is limited to CZK 250 per full hour of delay, up to a maximum of CZK 5,000, unless otherwise provided in the insurance contract.
Insurance shall not cover charter flights or delays caused for reasons already known on the date when the flight was booked.

Article 3 – Indemnification

1. The insurer shall cover the costs or services listed in Section B, Article 2, paragraph 1c), 1d), 1e), 1f), 1g), 1i) and 1j) of these GTC, up to a maximum of 2% of the insured sum agreed in the insurance contract for the insurance of assistance services, unless expressly provided otherwise in the insurance contract.
2. The insurer shall cover the costs or services listed in Section B, Article 2, paragraph 1k) and 1l) of these GTC, up to a maximum of CZK 5,000, unless expressly provided otherwise in the insurance contract.
3. The insurer shall cover the costs or services listed in Section B, Article 2, paragraph 1h) of these GTC, up to a maximum of CZK 500,000, unless expressly provided otherwise in the insurance contract.
4. Indemnification awarded under Assistance Services Insurance must not exceed the insured sum agreed in the insurance contract.

Article 4 – Exemptions from Insurance

1. The insurer is not obliged to provide indemnification in respect of the costs of the insured's repatriation or the cost of the repatriation of the insured's mortal remains in the cases referred to in Section A, Article 4, paragraphs 1a) to 1n) of these GTC.

Part C – Personal Accident Insurance

Article 1 – Subject of Insurance

1. This insurance covers the insured's death due to accident or the permanent consequences of an injury to the insured if the accident occurs during an insured trip.
2. The insurance covers the insured's hospitalization following an accident.

Article 2 – Insured Event

1. The insured event is a personal accident sustained by the insured. Accident (or injury) means the unexpected and sudden impact of external forces or the insured's own physical forces beyond the control of the insured occurring during the period of insurance resulting in the insured's injury or death. An accident (or injury) is a situation where, as a result of increased muscle force exerted on the limbs or the spine, the insured sprains a joint or ruptures or tears muscles, tendons, ligaments or capsules. The following events, beyond the control of the insured, are also regarded as accidents:
 - a) death by drowning;
 - b) physical damage caused by burns, scalding, the effect of lightning, electricity, gases or vapours, ingestion of toxic or corrosive substances, except when their effect is gradual and long term;
 - c) tetanus or rabies infection brought about as a direct consequence of an accident or injury.

Article 3 – Indemnification

1. Indemnification for death as a result of an accident
 - a) if an accident causes the insured's death, which occurs within three years of the date of the accident, the insurer shall pay the beneficiary the sum insured in case of death resulting from an accident;
 - b) however, if the insured dies due to the consequences of an accident and the insurer has already paid indemnification for the permanent consequences of that accident, the insurer shall pay the beneficiary only any difference between the sum insured in case of death as a result of accident and the amount already paid.
2. Indemnification for the permanent consequences of an accident:
 - a) the insurer shall determine the amount of indemnification for the permanent consequences of an accident on the basis of the guidelines and tables below for the evaluation of bodily damage under Personal Accident Insurance (hereinafter referred to as the "Valuation Table A") in force at the time of the insured event (accident/injury); the insured is entitled to study these guidelines and tables. Valuation tables may be subject to supplementation or change by the insurer;
 - b) if an accident leaves lasting consequences, the insurer shall pay a percentage of the sum insured by reference to the percentage applicable to individual physical injuries set out in Valuation Table A, taking into account the scope of the permanent consequences after the stabilization thereof. If they fail to stabilize within three years from the date of the accident, the percentage is based on the state at the end of that period. Where Valuation Table A sets a percentage range, the insurer shall determine the amount of indemnification by identifying a point in the range so that the indemnification corresponds to the nature and scope of physical damage caused by the accident;
 - c) a condition of eligibility for indemnification is that the extent of permanent consequences caused to the insured by a single accident accounts for at least 10 per cent in the valuation;
 - d) if the insurer is unable to provide indemnification under the preceding paragraph because the permanent consequences of the accident have not stabilized one year after the accident, but it is known that their scope corresponds to the minimum range set by the insurance contract, the insured, should he so request in writing, will be granted a reasonable advance;
 - e) where the permanent consequences of an accident concern parts of the body or organs already damaged before the accident, the insurer shall reduce the indemnification for the permanent consequences by a percentage in keeping with the extent of previous injury, determined by reference to the valuation table;
 - f) if a single accident causes the insured multiple permanent consequences, the insurer shall assess the overall permanent consequences as the sum of percentages for each consequence, up to a maximum of 100 per cent;
 - g) where individual consequences after one or more accidents concern the same limb, organ or parts thereof, the insurer shall assess them as a whole as the maximum percentage provided for in the valuation table for anatomical or functional loss of the relevant limb, organ or part;

- h) if the insured dies as a result of an accident within one year of the date on which the accident occurred, the claim to indemnification for the permanent consequences of an accident shall cease to exist;
 - i) if, prior to the payment of indemnification for the permanent consequences of an accident, the insured dies, but not as a result of the consequences of that accident, or if the insured dies more one year after the accident, regardless of the cause, and if there was a valid claim to indemnification for the permanent consequences of an accident, the insurer shall pay the beneficiaries an amount corresponding to the scope of the insured's permanent consequences of the accident at the time of his death, up to a maximum amount equivalent to the sum insured, as agreed for death as a result of an accident;
 - j) the insurer shall determine the amount of indemnification for permanent consequences by reference to a report on the assessment of health materials or the result of a medical examination of the insured by the insurer's medical examiner; the basis shall be the opinion of the doctor providing the insurer with professional advisory services.
3. Granting of hospital allowance - hospitalization due to accident or illness
- a) A hospital allowance shall mean the amount agreed in the insurance contract per day of hospitalization of the insured in a hospital abroad due to accident or illness.
 - b) Hospitalization, from a medical perspective, shall mean the necessary provision of inpatient hospital care lasting for at least 24 hours, where nursing and treatment must be provided in the inpatient part of a hospital.
 - c) A hospital allowance shall be granted per day of hospitalization due to treatment of an injury or illness; the day on which the insured is admitted to hospital and the day on which he is discharged shall be aggregated and treated as a single day of hospitalization. Benefits shall be payable upon production of a medical certificate confirming the duration and dates of hospitalization, up to a maximum of 30 days.
 - d) Indemnification shall not be granted for stays in medical, nursing or cosmetic institutions, in sanatoriums for the long-term and chronically ill, in convalescent homes, in spa facilities, in rehabilitation facilities, in dietary facilities, in rest homes, etc.

Article 4 – Exemptions from Insurance

1. The following shall not be regarded as accidents:
 - a) suicide, attempted suicide, intentional self-harm or injury caused by another person on the initiative of the insured;
 - b) abdominal or inguinal hernia of any kind, except when caused by a direct external mechanical force;
 - c) movement disorders or spinal damage, including slipped disc, except when caused by a direct external mechanical force, provided that it does not involve the deterioration of a disease already existing before the accident;
 - d) any disease, including infectious diseases, heart attack, stroke, mental and social discomfort, even if it occurs as a result of the accident;
 - e) psychological and mental illness or pathological conditions (collapse, epileptic or other seizures, convulsions, etc.), even if they occur due to physical damage or mental trauma.
2. The insurer need not provide indemnification where the insured's accident has been caused:
 - a) during riots or crime committed by the insured by way of conduct failing to comply with the statutory provisions of the country concerned, in connection with war or unrest; in the case of an accident that occurs after the ingestion of alcohol or drugs, the insurer may limit the indemnification;
 - b) in a publicly organized competition or contest, or in a professionally run sport;
 - c) due to participation in bungee jumping, canyoning, skiing and snowboarding off marked slopes and trails, ski touring, and mountain-climbing.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) in case of injury, seek medical treatment without undue delay and follow the doctor's instructions;
 - b) submit to the insurer, immediately after returning from the insured journey, completed notification of the insured event, including a medical report on the insured's health status with a diagnosis and prognosis of the injury;
 - c) provide further medical reports and opinions, should the insurer so request;

- d) undergo an examination by a doctor designated by the insurer, should the insurer so request.
2. In case of death as a result of an accident, the beneficiary shall submit a copy of the insured's death certificate.
3. In the event of hospitalization, immediately after discharge from hospital the insured shall send proof of hospitalization, specifying the name, personal identification number, dates of admission and discharge, and diagnosis.

Part D – Liability Insurance

Article 1 – Subject of Insurance

1. This insurance covers the harm to the health or items of third parties occurring during an insured trip, for which the insured is legally responsible under the civil law of the state in whose territory the damage occurred.
2. This insurance covers the insured's liability for damage caused by activities in ordinary civilian life in the pursuit of common tourist activities.

Article 2 – Insured Event

1. An insured event is the emergence of the insurer's obligation to provide compensation on behalf of the insured, if the insured is liable to provide compensation. If compensation is decided by a court, the insurer shall provide indemnification on the date on which the court ruling becomes final.

Article 3 – Indemnification

1. Under Liability Insurance, the insured has the right for the insurer to cover, up to the insured sum agreed in insurance contract:
 - a) actual damage caused to the health and property of a third person, if the insured is liable;
 - b) the costs necessary for the legal protect of the insured against a claim which both the insured and the insurer consider to be unjustified.
2. On behalf of the insured, the insurer shall cover costs:
 - a) corresponding at most to the non-contractual fee of a lawyer for defence in pre-trial proceedings and before the court of first instance in criminal proceedings against the insured in respect of the damage to be covered by the insurer;
 - b) of compensation proceedings before the court of first instance, where this procedure is necessary to determine the liability of the insured or the amount of damage, and the insured is obligated to pay these costs; however, the insurer shall cover the cost of legal representation if the insurer has undertaken to do so in writing;
 - c) of the out-of-court negotiation of a claim for damages incurred by the victim;
 - d) the insured's defence before a court of appeal in criminal proceedings, before a court of appeal in compensation proceedings, and his own costs incurred in such proceedings, provided that the insurer has undertaken to cover them in writing.
3. If the insured intentionally misleads the insurer as to the essential circumstances relating to the eligibility of a claim for compensation or the amount thereof, the insurer has the right to refuse to pay the compensation.
4. The insurer has the right to repayment of indemnification from the insured if the insured event is caused under the influence of alcohol or after the ingestion of drugs.

Article 4 – Exemptions from Insurance

1. The insurance shall not cover the insured's liability for damage:
 - a) caused intentionally; acts or omissions of the insured, in respect of which the occurrence of damage must have been assumed or expected, shall also be classified as intent;
 - b) assumed or acknowledged by the insured above the framework defined by law;
 - c) caused by the operation of vehicles and other activities for which legislation requires insurance or which are covered by statutory insurance;
 - d) caused by the operation or driving of a motorized or non-motorized air or water craft, for which a certificate of aviation or navigation eligibility is required in the Czech Republic or in the country where the damage occurred;
 - e) caused by water, soil or air pollution, or the pollution of the environment of all kinds;
 - f) caused by the introduction or spread of an infectious human, animal or plant disease;
 - g) caused in connection with war, civil disturbances, riots or repressive interventions by state authorities;

- h) caused to borrowed things items used by the insured (except for leased premises), and to items received to carry out ordered activities;
- i) in the insured's business activities, including liability for damage incurred by an employee under labour law and product liability;
- j) in the performance of work in or directly associated with labour-law relations, for which the insured is liable to his employer;
- k) for which the insured is liable to his spouse, relatives in direct line, persons sharing the same household, and co-insured persons;
- l) caused by animals; this exemption shall not apply to an animal owned by the insured if Pet Insurance has been taken out for that animal;
- m) for which the insured is liable as a result of his active participation in contests and sports competitions, including the preparation for such events, unless otherwise agreed in the contract;
- n) caused to an item used by the insured unlawfully.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in legislation and in the General Part of the present GTC, the insured shall:
 - a) prove damage to the property of a third party by means of a report between the insured and the injured party, stating how the damage occurred, when and where it occurred, what was damaged, to what extent, what the cost of the item was and how old it was; there shall also be a specification of the amount of damage; the report shall be signed by the insured and the injured party and at least two witnesses, who must not be in a family relationship with either the insured or the injured party; the witnesses' given names and surnames, date of birth, permanent residential address and telephone number shall be clearly indicated; where the damage is up to CZK 10,000, it may be settled – in this case, the insured shall attach proof of payment of damages;
 - b) evidence injury to the health of a third party by a police statement and medical report with a detailed diagnosis of the victim's injury;
 - c) promptly notify the insurer that criminal proceedings have been initiated or are likely to be initiated in the near future in accordance with an insured event;
 - d) immediately notify the insurer in writing of any event which could give rise to a right to damages;
 - e) take any and all possible action to contain the extent of damage;
 - f) provide the insurer, in the event of a claim, with the assistance necessary to establish the causes and the amount of damage, give a truthful explanation of the origin and the extent of the damage, and submit, within the agreed deadline, the documents requested by the insurer;
 - g) promptly notify the insurer that
 - a claim for damages has been filed against the insured
 - the right to compensation has been sought before a court or other competent authority
 - criminal proceedings have been initiated against the insured, with a specification of who the insured's defence counsel is;
 - h) proceed, in compensation proceedings, in accordance with the insurer's instructions, inter alia, lodge an appeal if the insurer so instructs (in which case the costs of the appeal proceedings shall be borne by the insurer);
 - i) acknowledge or settle damage only with the prior written consent of the insurer, with the exception of damage up to CZK 10,000 to the property of a third party (see section 1a) of this article).

Part E – Baggage Insurance

Article 1 – Subject of Insurance

1. This insurance covers the personal belongings demonstrably owned by the insured, usually for the purpose, nature and duration of a trip, which the insured has taken with him or acquired on a trip (hereinafter referred to as “baggage”).

Article 2 – Insured Event

1. An insured event is property damage to baggage, if caused to the insured:
 - a) by baggage damage or destruction as a result of a natural disaster (fire, explosion, storm, flood, earthquake);
 - b) by baggage theft as a result of burglary or robbery with the use of violence;
 - c) by the damage, destruction, theft or loss of baggage occurring in connection with a severe injury to the insured which requires medical treatment, or with a traffic accident to which the insured was party;
 - d) by baggage damage or destruction due to water from water supply facilities;
 - e) by loss of baggage handed over to an official carrier for forwarding.
2. A burglary shall mean the appropriation of baggage by the offender after overcoming protective security, i.e.:
 - a) breaking into an enclosed space where the baggage is located, demonstrably (according to the police findings) by means of tools other than those intended for proper opening – the use of these tools is not proven by the actual finding that baggage has been stolen;
 - b) breaking into an enclosed space with the use of violence (breaking, pulling down, perforating, ejecting, cutting through, punching in doors, windows, walls, floors, ceilings, bodywork, etc.).

The insurer shall provide insurance coverage only if the baggage is stolen

- by burglary in a facility where the insured is accommodated;
- by the breaking into a motor vehicle or motor trailer demonstrably between 8:00 a.m. and 10:00 p.m.

The following shall not be regarded as burglary:

- the theft of baggage from the cargo compartment of a vehicle and from a cabriolet;
- the theft of baggage from a tent, caravan or similar device, having fragile walls or ceilings of canvas, etc., even if the tent, trailer or similar device is locked;
- breaking into a motor vehicle, caravan or accommodation space in an unknown manner.

Robbery with the use of violence shall mean the offender’s appropriation of the insured’s baggage by use of direct force against the insured, as a result of which the insured suffers personal injury and needs to seek medical help.

The following shall not be regarded as robbery with the use of violence:

- the theft of the insured’s baggage by an offender only under the threat of violence
- the pulling of baggage from a hand or the tearing of baggage from the shoulder of the insured, etc.

Article 3 – Indemnification

1. If an insured event results in damage to baggage, the insurer shall cover reasonable costs for the repair thereof. This amount may be a maximum amount of the current value of the baggage.
2. If an insured event results in the destruction, loss or theft of baggage, the insurer shall provide indemnification at the new value of the baggage.
3. The insurer shall provide indemnification up to the insured limit per piece of baggage, if such a limit is negotiated in the insurance contract, and, on aggregate, up to the sum insured as negotiated in the insurance contract.

Article 4 – Exemptions from Insurance

1. The insurance shall not cover property damage to baggage caused to the insured:
 - a) due to war, civil war, internal disturbances, riots, insurrection, strikes and terrorist acts;
 - b) by exposure to radiation, nuclear energy, air pollution and emissions.
2. Unless otherwise agreed, the insurance shall not cover:
 - a) cash, cheques, credit cards, cash equivalents, passbooks, securities, stamps, tickets, airline tickets and other documents, certificates and authorizations of all kinds, keys;

- b) jewellery, items made of precious metals, precious metals, precious stones, pearls, other articles of precious metals and stones, collectible items, collections, antiques, objects of artistic and historical value;
- c) motor vehicles, trailers, motorcycles, mopeds and similar self-propelled devices, aircraft, hang gliders, hot air balloons, boats, ships, etc., including their spare parts, components and accessories;
- d) items used for professional or gainful activity, plans, designs, prototypes, samples, visual models;
- e) recording media (e.g. all kinds of CDs, diskettes, video cassettes, cassettes, etc.) and records stored on them;
- f) items borrowed or received, other persons' items;
- g) food and foodstuffs, cigarettes, alcohol.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) take proper care of his baggage, not leave it unattended, and store it only in designated places;
 - b) report, without undue delay, the theft of baggage by burglary or robbery with the use of violence to the police at the place closest to the insured event, and request an official report with a description of the circumstances of the insured event, the method used to overcome the protective security, and a list of items stolen;
 - c) where baggage has been stolen in a burglary at an accommodation facility, file a claim for damages with the operator of the accommodation facility;
 - d) where baggage has been lost in transit by an official carrier, demand a report of the loss from the carrier's responsible representative;
 - e) upon returning from an insured trip, present the insurer, without undue delay, together with a completed claim notification, all other documents proving the legitimacy of the insured's claim to indemnification, in particular proof of insurance, proof of a police investigation or proof of the loss of baggage by a carrier, or proof of a traffic accident, natural disaster or other emergency, a list of stolen or damaged baggage, including proof of the acquisition thereof and the purchase value thereof (bills, invoices);
 - f) submit, if necessary, other documents and evidence for further investigation of the insured event by the insurer.

Part F – Cancellation Fees Insurance

Article 1 – Subject of Insurance

1. This insurance covers non-refundable costs incurred by the insured in the Czech Republic as a result of cancellation fees charged for cancelling a trip or service at a travel agency, tour operator, transportation company or accommodation facility.

Article 2 – Insured Event

1. An insured event is the cancellation of a trip or service ordered in writing, confirmed by the organizer and duly paid, due to involuntary job loss and subsequent unemployment of the insured, provided that:
 - a) the insured's unemployment is caused by the involuntary loss of employment, assuming that the insured is registered in the Czech Republic at an employment office as a job-seeker or candidate for employment;
 - b) only individuals (employees) who, as at the date of signature of the travel document, have been employed in their main job for at least six continuous consecutive calendar months, are not in a probationary period, and have not been given notice of the termination of their employment by their employer, shall qualify for indemnification.
2. An insured event is the cancellation of a trip or service ordered in writing, confirmed by the organizer and duly paid, due to:
 - a) serious acute illness or injury of the insured or a relative of the insured, provided that this condition requires hospitalization or bed rest, based on a decision by and certificate from the attending physician, which shall specify the exact duration of treatment and the diagnosis of sudden illness or injury, and confirmation that the insured's medical condition precludes travel;
 - b) the death of the insured or a relative of the insured;
 - c) serious violent crime against the insured or a relative of the insured which has resulted in serious psychological harm;

- d) health complications resulting from the pregnancy of the insured person up to the sixth month of pregnancy inclusive, provided that the insured requires hospitalization or bed rest, based on a decision by and certificate from the attending physician;
 - e) significant damage to the insured's property incurred immediately prior to the trip, which is caused by a natural disaster (fire, explosion, storm, flood, earthquake) or by crime committed by a third party, if the insured proves that, for this reason, he is unable to embark on the insured trip.
3. The term "insured's relative" in paragraph 1 of this article shall mean:
- a) the spouse, parent, or child of the insured, the siblings of the insured, and persons sharing the same household;
 - b) persons mentioned in the same travel contract or binding purchase order of a service together with insured.

Article 3 – Indemnification

1. If an insured event occurs, the insurer shall pay the insured indemnification equal to 80% of the cancellation fees demonstrably paid, unless otherwise provided in the insurance contract. However, at a maximum the insurer shall pay up to the sum insured as agreed in the insurance contract.
2. The spouse, children and parents of the insured, and persons specified in the same travel contract who were to travel with the insured and are indicated along with the insured in the same travel contract, shall also be eligible for indemnification.
3. If the sum insured in the insurance contract is less than the total cost expended by the insured on the trip or services, the insurer shall be entitled to reduce the indemnification at a ratio of the sum insured to the total price for the trip or services.
4. Cancellation Fees Insurance may be validly arranged before or simultaneously with the payment of the final instalment for the trip or services, or before or simultaneously with the full payment for the trip or service. If the Cancellation Fees Insurance is negotiated later, the insured shall not be entitled to indemnification.

Article 4 – Exemptions from Insurance

1. The insurer shall not be obliged to provide indemnification, in particular, if the trip or services are cancelled due to:
 - a) loss of employment of the insured, which is provisionally notified to the insured before the date agreed as the beginning of insurance, and loss of unemployment which occurs before the agreed date as the beginning of insurance (the date of signature of the travel contract);
 - b) loss of employment resulting from a breach of work discipline under Section 52(f) to (g) of the Labour Code or pursuant to Section 55 of the Labour Code, and loss of employment resulting from a breach of other laws (e.g. on the service of police officers, fire fighters, prison officers and professional soldiers) and labour legislation;
 - c) loss of employment resulting from a deliberate decision by the insured;
 - d) loss of employment resulting from early or even regular termination of employment concluded for a fixed period. An exception shall be employment for a fixed period which has replaced employment of indefinite duration and employment which has lasted for at least two years continuously prior to termination;
 - e) the non-allocation of leave by the employer;
 - f) the non-acquisition of a visa or invalid travel documents;
 - g) chronic or acute illness or injury, if they already existed at the time the insurance contract was negotiated, even if they had not been treated;
 - h) failure to obtain required vaccinations, or reactions thereto;
 - i) periodic check-ups, spa stays, or planned operations.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) immediately after the loss event (no later than the next working day), cancel the trip or service with the organizer; if there is a delay in cancellation, the insurer shall be entitled to cover only cancellation fees calculated as at the date on which the ordered trip or service could have been cancelled immediately;
 - b) notify the insurer, without undue delay, of the insured event, and submit proof of payment of cancellation fees for the cancellation of the stay or trip, including a detailed cancellation invoice from the organizer, a receipt of payment and proof of the amount refunded;

- c) submit to the insurer documents proving the occurrence of the loss event (e.g. a medical certificate from the attending physician and specialist physician on the injury, illness or other medical problems, hospitalization certificate, death certificate, official report of damage to health or property, a report from state and local authorities on a natural disaster or major property damage, police confirmation of a serious violent crime, etc.). Costs incurred in connection with obtaining these documents shall be borne by the insured.

Part G – Leave Compensation Insurance

Article 1 – Subject of Insurance

1. This insurance covers the non-refundable costs of unused services at a travel agency, tour operator, transport company, or accommodation facility, or the cost of an unused ticket/ski pass duly paid for by the insured and not otherwise refunded to the insured.
2. Under Leave Compensation Insurance, the insurer shall provide indemnification at the amount of evidenced costs of all demonstrably unused services incurred from the first day following the date on which the services were last used, such being up to the maximum indemnification limit.

Article 2 – Insured Event

1. An insured event is the non-use of services ordered in writing, confirmed by the organizer and duly paid.
 - a) if the insured is forced to return from an insured trip because of the death of a relative or because of the serious injury or serious illness of a relative, provided that the attending physician confirms that the insured's relative is in a life-threatening condition. The term "insured's relative" in this paragraph of this article shall mean a spouse, parent or child of the insured.
 - b) if the insured is repatriated with the consent of the insurer's assistance service
 - c) if the insured is hospitalized; hospitalization, from a medical perspective, shall mean the necessary provision of inpatient hospital care lasting for at least 24 hours, where nursing and treatment must be provided in the inpatient part of a hospital.
 - d) in case of serious acute illness or accident of the insured, based on a decision by and confirmation from a doctor abroad - this shall apply only to the cost of the unused ticket/ski pass.

Article 3 – Indemnification

1. If an insured event occurs, the insurer shall pay the insured indemnification equal to 80% of the demonstrably paid but unused services, unless otherwise provided in the insurance contract. However, at a maximum the insurer shall pay up to the sum insured as agreed in the insurance contract.
2. If the sum insured in the insurance contract is less than the total cost expended by the insured on the trip or services, the insurer shall be entitled to reduce the indemnification at a ratio of the sum insured to the total price for the trip or services.
3. Leave Compensation Insurance may be validly arranged before or simultaneously with the payment of the final instalment for the trip or services, or before or simultaneously with the full payment for the trip or service. If the Leave Compensation Insurance is negotiated later, the insured shall not be entitled to indemnification.

Article 4 – Exemptions from Insurance

1. The insurer shall not be obliged to provide indemnification, in particular, if the trip or services are interrupted due to:
 - a) interruption of a travel service due to the shortening of leave by the employer;
 - b) chronic or acute illness or injury, if they already existed at the time the insurance contract was negotiated, even if they had not been treated;
 - c) if the interruption occurs less than 24 hours before the agreed date of return travel;
 - d) periodic check-ups, spa stays, or planned operations.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) notify the insurer without undue delay of the insured event and submit proof of payment of the unused services;

- b) submit to the insurer documents proving the occurrence of the loss event (e.g. a medical certificate from the attending physician and specialist physician on the injury, illness or other medical problems, hospitalization certificate, death certificate, official report of damage to health or property, a report from state and local authorities on a natural disaster or major property damage, police confirmation of a serious violent crime, etc.).

Part H – Pet Insurance

Article 1 – Subject of Insurance

1. This insurance covers necessary costs for the veterinary treatment of an animal abroad.
2. Only healthy animals and animals with a valid pet passport may be insured; their health must be documented by a veterinary certificate. Upon departing from the Czech Republic, the animal must be marked with a tattoo or a chip.
3. Insurance is arranged for dogs and cats aged 3 months to 10 years.

Article 2 – Insured Event

1. An insured event is a sudden and unexpected change in the state of health of an animal abroad as a result of sudden illness or an injury, requiring the provision of necessary and urgent medical care in a specialized veterinary facility for that purpose.
2. The insurer or the insurer's assistance service shall cover the costs incurred by the insured in connection with essential and urgent medical care due to injury or acute illness of the insured. Such costs, unless the insurance contract provides otherwise, shall encompass:
 - a) veterinary treatment;
 - b) materials used;
 - c) necessary hospitalization;
 - d) drugs prescribed by a doctor, in which respect nutritional, strengthening or vitamin preparations, products used for preventive, supportive or addictive purposes, and cosmetic products shall not be regarded as such drugs.

Article 3 – Indemnification

1. If an outpatient doctor does not accept the guarantee of payment from the insurer via the assistance service, the insured shall pay the cost of outpatient medical care within the meaning of this insurance himself in cash on the spot directly to the doctor or the medical facility. The insured shall submit proof of such payment to the insurer on returning to the Czech Republic. The insurer itself or through the assistance service shall provide indemnity in domestic currency to the insured.

Article 4 – Exemptions from Insurance

1. The insurer shall not be obliged to provide indemnification in the case of:
 - a) the treatment of the animal upon returning to the Czech Republic;
 - b) causes arising before the commencement of the insurance or in the Czech Republic;
 - c) the wilful misconduct of the owner or member of his family;
 - d) violation of the Animal Welfare Act by the owner or a member of his family;
 - e) violation of veterinary care regulations;
 - f) hereditary illness, developmental or congenital malformations;
 - g) chronic disease not previously manifested in the insured animal;
 - h) treatment related to the insured animal's pregnancy and delivery of young;
 - i) vaccination.

Article 5 – Obligations of the Insured

1. In addition to the obligations set out in the General Part of the present GTC, the insured shall:
 - a) notify the insurer of an insured event without undue delay;
 - b) submit the original proof of payment of veterinary care with a statement of procedures performed, and proof of payment of the prescribed medication in Czech, English or German.

These General Terms and Conditions of Insurance shall enter into effect on 1 December 2010.