# Travel Insurance for PPF banka a.s. Payment Cards

PPF Banka

Kooperativa
VIENNA INSURANCE GROUP

Pro život, jaký je

☎ 957 105 105 www.koop.cz

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## 1. Benefits of the Travel Insurance

With travel insurance for PPF banka a.s. you can travel as you wish and always feel safe. You get high-quality and comprehensive protection for all your trips around the world.

### Benefits:

- Applies to an unlimited number of trips worldwide.
- Covers a continuous stay of up to 180 days for cardholders and 90 days for family members outside the borders of the client's country of residence.
- Also applies to your family – up to 3 children till their 21st birthday.
- Family members can travel separately.
- Also covers medical expenses in case of COVID, terrorism and mountain rescue service operations.
- Nonstop assistance service line.

### You can be active

Travel insurance also applies to the recreational practice of many sports, such as recreational skiing, incl. water skiing, golf, hiking up to 3 000 m above sea level, and many more. Premium variant, additionally, covers e.g. diving to 40 m, hiking up to 5 000 m above sea level, windsurfing, yachting, parasailing, via ferrata up to level C, and other activities.

## 2. Scope of Insurance and Limits of Insurance Indemnity

The limits of insurance indemnity per claim are set according to the agreed insurance variant in the amount specified **for each Insured Person**:

| SCOPE OF INSURANCE INDEMNITY LIMITS IN CZK | COMFORT JEDNOTLIVEC/RODINA (INDIVIDUAL/ FAMILY) | PREMIUM JEDNOTLIVEC/RODINA (INDIVIDUAL/ FAMILY) |
|---|---|---|
| **Insurance for medical expenses abroad (MEA)** | 10,000,000 | 50,000,000 |
| **Within the indemnity limit for medical expenses abroad:** | | |
| – Acute medical (non-dental) treatment and medicines | up to the limit of MEA | up to the limit of MEA |
| – COVID insurance | 5,000,000 | 5,000,000 |
| – Dental treatment | 10,000 | 20,000 |
| – Transport to a medical facility | up to the limit of MEA | up to the limit of MEA |
| – Hospitalisation | up to the limit of MEA | up to the limit of MEA |
| – Repatriation of Insured Person / remains | up to the limit of MEA | up to the limit of MEA |
| – Costs of intervention of rescue services | 500,000 | 1,000,000 |

| SCOPE OF INSURANCE INDEMNITY LIMITS IN CZK | COMFORT JEDNOTLIVEC/RODINA (INDIVIDUAL/ FAMILY) | PREMIUM JEDNOTLIVEC/RODINA (INDIVIDUAL/ FAMILY) |
|---|---|---|
| **Assistance services:** | | |
| – Accompanying person (transport) | up to the limit of MEA | up to the limit of MEA |
| – Accompanying person (accommodation) | 2,000/day, up to 10,000 | 3,000/day, up to 15,000 |
| – Called guardian – transport | 150,000 | 150,000 |
| – Called guardian – accommodation | 2,000/day, up to 10,000 | 3,000/day, up to 15,000 |
| – Substitute worker (transport) | 150,000 | 150,000 |
| – Substitute worker (accommodation) | 2,000/day, up to 10,000 | 3,000/day, up to 15,000 |
| – Person attending the Insured Person's funeral abroad – transport | 150,000 | 150,000 |
| – Person attending the Insured Person's funeral abroad – accommodation | 2,000/day, up to 10,000 | 3,000/day, up to 15,000 |
| – Missed departure | 5,000 | 5,000 |
| – Loss of documents | 20,000 | 40,000 |
| – Arranging financial aid | 100,000 | 100,000 |
| **Accident insurance** | | |
| – Accidental death | 250,000 | 500,000 |
| – Permanent consequences of accident | 500,000 | 1,000,000 |
| **Baggage insurance** | 30 000 Kč | 50 000 Kč |
| – Items in a tent, trailer or vehicle carrier within the baggage insurance limit | 3,000 | 3,000 |
| **Flight delay insurance** | 1,500/hour, up to 8,000 | 1,500/hour, up to 8,000 |
| **Liability insurance** | 3,000,000 | 6,000,000 |
| – Damage to leased movable property | 10,000 | 10,000 |
| **Legal aid insurance** | 100,000 | 200,000 |
| **STORNO insurance** | 80% of documented costs, up to 30,000 | 80% of documented costs, up to 50,000 |

The insurance benefit corresponds to the extent of the damage, but not exceeding the agreed limit.
For accident insurance, we proceed according to the valuation tables.

## 3. Who can purchase insurance?

In the **Comfort Individual** and **Premium Individual** variants, the insured is the cardholder, i.e. a person:
- for which a payment card was issued by the policyholder on the basis of a valid payment card contract

In the Comfort Family and Premium Family variants:
a) cardholder
b) the spouse of the cardholder
c) a partner who has entered into a partnership with the cardholder pursuant to Act No. 115/2006 Coll., as amended, or a partnership pursuant to the Civil Code
d) a cohabitee/partner of the cardholder, unless he/she is a person referred to in points (b) and (c)
e) up to 3 children of the persons mentioned above up to the age of 21 (the last day of insurance coverage is the day of the twenty-first birthday)

The above-mentioned persons (excluding children) are covered by the insurance, if at the time of the insured event they are living in the same household with the cardholder.
Each insured can travel independently.

## 4. Everything you need on our 24-hour helpline +420 251 032 943

### Wherever your paths lead, with Global Assistance we will do everything we can to ensure your satisfaction:

**Assistance intervention related to medical complications abroad:**

- transporting the insured to a medical facility and assisting with admission to the facility,
- reimbursement of the financial costs of the medical facility,
- professional assistance in obtaining replacement travel documents in the event of their loss or theft,
- repatriation of the insured to the place of permanent residence as soon as their health condition permits,
- monitoring the state of health of the insured and ensuring the transmission of messages to the family.

**Reporting an insurance claim from the Czech Republic and abroad**

- find out which forms are available online to report a claim, and information on loss for your claim, as well as liability, including the provision of general procedures such as contacting the police, where to find report forms, and so on.

## 5. Reporting an insurance event after returning to the country of residence:

- online – you do not need the insurance policy number, just fill in your ID number
- by phone on 957 105 105
- by e-mail – fill in the insurance event notification form and send it to skody-mo@koop.cz

Electronic forms for notified insurance events can be found on the KOOP website:
www.koop.cz/dokumenty-ke-stazeni/dokumenty-k-cestovnimu-pojisteni

## 6. How to proceed when making a claim abroad?

**Contact Global Assistance for medical care or treatment with costs above CZK 3 000.**

- by phone on a special line only: +420 251 032 943 (phone number to the Czech Republic)
- or by email at ga@1220.cz unless this is done by the emergency medical service, treating physician, police or other competent person.

Always contact the call centre even when planning to transport the insured person to the place of permanent residence. Global Assistance arranges repatriation or must at least approve it.

### The assistance service needs to be notified:

- name, surname and ID number of the insured person with health complications,
- name, surname and ID number of the holder of the payment card on which the insurance is held,
- in the case of foreigners the ID number can be replaced by the date of birth,
- insurance name – Travel Insurance For Payment Cards of PPF banka a.s. and
- framework contract number 5092019952 for easier identification.

There is a nonstop service at the call centre which will advise you how to proceed. The same instructions also apply to a person that reports a claim in the event of the death of an insured person. The call centre arranges the reimbursement of medical care costs, treatment at the medical facility, medication and other services.

You do not have to seek the advice of the call centre regarding the costs of medical care, phoning the call centre and medication that do not exceed CZK 3 000, and you can pay them in cash. Once you return to the Czech Republic Kooperativa will reimburse the costs in Czech currency.

## 7. Advice on reporting insurance claims

**Always complete the insurance claim forms,** then follow the instructions below.

### Medical expenses:

- Provide medical reports.
- Submit original or certified copies of receipts for actual expenses incurred abroad.

### Accident insurance:

- Provide evidence of when and under what circumstances the accident to the insured occurred.
- Provide medical reports, if available.
- In the event of the insured's death as a result of an accident abroad, send an official cause of death certificate issued by a doctor.

### Liability insurance:

- Provide evidence that clearly describes the occurrence and extent of the damage caused as a result of the insurance event.
- Evidence of the insurance event must be secured locally (e.g. declarations and addresses of witnesses, police reports, etc).

**TIPS FOR YOU**

- Do not accept liability for damages without our consent and inform the assistance service immediately.
- Do not pay any part of the damages to the victim.
- Do not pay any bills sent to your address and forward them to us immediately.
- Do not sign any document whose contents you do not understand.
- Inform the injured party of your insurance and provide your insurance company's contact details.

### Baggage insurance:

– Provide a list of damaged or stolen items.
– In the event of theft and robbery, provide a police report on the manner of overcoming obstacles protecting the property against theft.

### Flight delay:

- Please provide your ticket.
- Present the carrier's confirmation of the length and cause of the delay along with information as to whether this has been compensated, and if so, in what amount.
- Send documents proving reimbursement for the cost of meals, baggage storage, or accommodation.

### Insurance STORNO:

- **Immediately cancel the travel service booked with the travel agency or other provider and request a cancellation invoice.**
- Report the claim, preferably before the scheduled start of your trip.
- Provide a copy of the travel order of the service.
- Provide proof of payment for the travel service.
- Submit proof of the refunded amount, e.g. cancellation fee.
- Provide the cancellation terms.

## 8. Most frequent exclusions

- Accidents and illnesses that occurred, or their symptoms appeared, before departure.
- **The consequences of extreme sports activity**, particularly skiing, snowboarding outside the marked routes, flying unpowered aircraft, balloons, Rogallo hang gliders and other light-sport aircraft, parachute jumping, high altitude hiking above 5 000 m above sea level, mountaineering, etc.
- **Damage** to health caused **by alcohol consumption** or use of narcotics.
- **Luggage** stolen **from unlocked rooms** or without having to overcome obstacles.
- **Damage to luggage caused during transport**.
- Cancellation of a travel service after missing it or being unable to go on holiday due to an illness or injury already known before purchasing the travel service.

You will find the full and precise wording of all exclusions in the insurance terms and conditions.

### Consequences of a breach of obligations on the part of the insured

A breach of the obligations specified in the insurance policy, terms and conditions or in the law may result in claim settlement being reduced, not provided or rejected, and in the event of third-party liability insurance, it may constitute the obligation to pay the indemnity that the insurer paid to the aggrieved party.

## 9. Role of the policyholder and the insured person

You do not take this insurance out directly with an insurer, but rather by acceding to a Master Insurance Policy made between us, PPF banka a.s. as the policyholder and Kooperativa pojišťovna, a.s., Vienna Insurance Group as the insurer, with its registered office at Pobřežní 665/21, Praha 8.

Thanks to this form of insurance, also referred to as **group insurance**, we can offer you attractive terms and conditions under the Master Insurance Policy.

However, you do not have the rights or obligations of a policyholder; in particular, you cannot individually set or change the insurance conditions (the terms and conditions are fixed by the Master Insurance Policy) or terminate the Master Insurance Policy.

Although you are not entering into an individual insurance agreement with an insurer, instead acceding to our Master Insurance Policy as the insured, your position as the insured is not changing. Thus, you have the right to claim settlement except in the event of death, when the right to the claim settlement inures to the ultimate beneficiary. You can exercise your right to claim settlement vis-a-vis the insurer directly in court without the need for our assistance as the policyholder.

As an insured client, you will of course always be provided with timely information on changes to insurance conditions.

Last but not least, we are obliged to inform you that any failure to pay the insurance premium on time on our part to the insurance company has no effect on your insurance. This situation is not a reason for the termination of the general insurance premium contract, and the policyholder does not transfer any penalties associated with its delay to the insured.

As an insured, you have the opportunity to exercise your rights as a consumer with out-of-court settlement bodies disputes.

## 10. Contacts for the settlement of complaints and disputes

If you have a complaint, please preferably contact the insurance company:
- **electronically** to the e-mail address: info@koop.cz, or
- **by phone** on 957 105 105,
- **by post** at the address: Kooperativa pojišťovna, a.s., VIG, Brněnská 634, 664 42 Modřice.

The insurance company will investigate your complaint, and after the investigation, it will inform you of its outcome.

If your complaint relates to the conclusion of insurance through PPF banka as policyholder and intermediary, you may contact the bank directly:
- in person at any branch,
- by post to the address PPF banka a.s., Evropská 2690/17, 160 41 Prague 6, or to the address of the business premises,
- by telephone on +420 224 175 888,
- by e-mail to info@ppfbanka.cz.

If you are not satisfied with the settlement of the complaint you can also contact the Czech National Bank at its registered office in Na Příkopě 28, 115 03 Prague 1.

If you have a dispute, you can contact the court of competent jurisdiction; for out-of-court settlement of disputes you can contact the **Czech Trade Inspection Authority** at its address: Ústřední inspektorát – oddělení ADR, Štěpánská 15, 120 00 Prague 2 or at www.adr.coi.cz.

Another possibility for the amicable settlement of disputes is Kancelář ombudsmana
České asociace pojišťoven z.ú. (Czech Insurance Association's Ombudsman Office),
Elišky Krásnohorské 135/7, 110 00 Praha 1,
www.ombudsmancap.cz.

There is a platform for resolving disputes online at www.ec.europa.eu/consumers/odr.

### More information on insurance

The insurance cannot be arranged independently and is governed by the laws of the Czech Republic.

The insurance is governed by the master insurance contract concluded between PPF banka, acting as insurance intermediary, and Kooperativa pojišťovna, a.s., Vienna Insurance Group, dated 9 September 2024 as amended, and by the insurance terms and conditions for PPF banka travel insurance. The contractual documentation is prepared in both Czech and English. You will communicate with the insurance company in Czech during the term of the insurance. With the policyholder, you may communicate in Czech or English according to your choice. Both documents are available on the following pages.

The fee for accession to the master insurance contract, where paid by the account holder, represents the total cost of the insurance. The insurance company will not charge any additional payments or fees.

## Further information on the insurance company and policyholder

Insurance company:
**Kooperativa pojišťovna, a.s., Vienna Insurance Group**
with registered office at Pobřežní 665/21, 186 00 Prague 8, Czech Republic
Company ID: 47116617
registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1897.
The main activity of the company is the provision of insurance and reinsurance according to the Insurance Act.
Neither the insurance company nor its controlling persons hold a stake in PPF banka exceeding 10% of voting rights or share capital.

Policyholder:
**PPF banka a.s.**
with registered office at Evropská 2690/14, 160 41 Prague 6, Czech Republic
Company ID: 47116129
registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1834.
The main activity of the company is the provision of banking services according to the Banking Act.
PPF banka a.s. as insurance intermediary in the role of policyholder:

- does not intermediate travel insurance for any other insurance company,
- does not own any direct or indirect stake in Kooperativa pojišťovna, a.s., Vienna Insurance Group that would exceed 10% of voting rights or share capital,
- is not remunerated for insurance intermediation; any fee for accession to the master insurance contract (if charged) serves exclusively to cover the insurance premium under the master contract with the insurance company.

# Master Insurance Policy No. 5092019952 for Travel Insurance for PPF banka a.s. Payment Cards

**Kooperativa pojišťovna, a.s., Vienna Insurance Group**
with registered office at Pobřežní 665/21, 186 00 Praha 8, Czech Republic
company ID: 47116617
registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1897
represented by the undersigned persons authorised to act on behalf of the company

and
**PPF banka a.s.**
with registered office at Evropská 2690/17, 16041 Praha 6, Czech Republic
company ID: 47116129
registered in the Commercial Register at the Municipal Court in Prague, Section B, Insert 1834
represented by the undersigned persons authorised to act on behalf of the company

c o n c l u d e d
the following **Master Insurance Policy** on the date set out below in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

## I. Introductory Provisions

The subject matter of this Master Insurance Policy is the arrangement of travel insurance for the payment card issued by the Policyholder, which is taken out by the Policyholder and the Insurer on the basis of this Master Insurance Policy, as well as the definition of the rights and obligations of the Policyholder, the Insured Persons and the Insurer related to travel insurance under this Master Insurance Policy. Both the travel insurance and the definition of rights and obligations shall be governed by the legal system of the Czech Republic, in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).

The rights and obligations of the above-mentioned parties to the insurance relationship are further governed by this Master Insurance Policy and the Terms and Conditions of Travel Insurance for the PPF banka a.s. Payment Cards M-780/24 (hereinafter referred to as the "Insurance Terms and Conditions"), which form Annex No. 1 to this Master Insurance Policy and are an integral part thereof. In the event of a conflict between the Master Insurance Policy and the Insurance Terms and Conditions, the Master Insurance Policy shall prevail.

## II. Insured Person – Target Market

1. On the basis of this Master Insurance Policy, the Insured Person is defined according to the agreed insurance variant:

in the **Comfort Jednotlivec (Individual)** and **Premium Jednotlivec (Individual)** variant – the Cardholder, i.e. a person, is someone who:

- has been issued a payment card by the Policyholder on the basis of a valid payment card contract between the Policyholder and the account holder, and this contractual relationship continues at the commencement of the insurance;
- has been informed of the contents of the Master Insurance Policy, the Insurance Terms and Conditions, the Insurance Information, the Insurance Product Information Document and the Information on the Processing of Personal Data for Insurance Purposes, i.e. under the terms and conditions of the Master Insurance Policy;
- has agreed to be insured under the terms and conditions of this insurance policy;
- has been included by the Policyholder in the list of new Insured Persons for whom the Policyholder pays premiums.

(hereinafter referred to as the "Cardholder")

In the **Comfort Rodina (Family)** and **Premium Rodina (Family)** variant:
a) the Cardholder;
b) spouse of the Cardholder;
c) a partner who has entered into a partnership with the Cardholder pursuant to Act No. 115/2006 Coll., as amended, or a partnership within the meaning of the Civil Code;
d) if there are no persons referred to under b) and c), the cohabiting partner of the Cardholder;
e) up to 3 children of the persons mentioned under a) to d) up to the age of 21.
The persons referred to in b) to d) are covered only if they are living in the same household as the Cardholder at the time of the insured event.
(hereinafter referred to as the "Insured Person")

2. The Policyholder shall send a name list of the insured Cardholders (hereinafter referred to as the "List"), including, in particular, the birth number (or date of birth if no birth number has been assigned), place of residence, the beginning of the insurance, and the chosen insurance coverage (variant) in the agreed format to the Insurer via the web service in accordance with the implementation agreement.

## III. Subject Matter and Scope of the Insurance, Insurance Indemnity

1. This Master Insurance Policy covers travel insurance in the scope of insurance of medical expenses abroad, including COVID insurance (hereinafter also referred to as "MEA"), accident insurance (accidental death and permanent consequences of accident), liability insurance, baggage insurance, flight delay insurance, legal aid insurance, and STORNO insurance, in the variants Comfort Jednotlivec (Individual), Comfort Rodina (Family), Premium Jednotlivec (Individual) and Premium Rodina (Family).

   For the avoidance of doubt, it is stated that a trip and stay abroad is understood (while maintaining the territorial validity of the insurance within the meaning of Article 3 of the Insurance Terms and Conditions) to also include a trip and stay of the insured foreigner in the Czech Republic.

2. The limits of insurance indemnity from one insured event are set according to the agreed insurance variant in the amount specified in Annex No. 3 to this Master Insurance Policy. The insurance is taken out for insured events occurring **worldwide** (the insurance does not cover the territory of countries at risk within the meaning of Article 10 par. 2 of the Insurance Terms and Conditions M-780/24).

## IV. Origination, Change, Termination and Duration of the Insurance

1. The individual insurance relating to the payment card originates on the basis of the Cardholder's accession to this Master Insurance Policy within the scope of the Agreement on Accession to Insurance (a specimen is attached as Annex No. 4 to the Master Insurance Policy), at 00:00 on the day on which the payment card was activated.

   If the accession to this Master Insurance Policy occurs subsequently after the date of activation of the payment card, the insurance commences at 00:00 on the day immediately following the day on which the Cardholder acceded to this Master Insurance Policy.

   If the accession to this Master Insurance Policy contract occurs through a transition from insurance concluded on the basis of another master insurance contract (hereinafter referred to as the transition), the beginning of the insurance occurs:
   a) in the case of payment cards issued to natural persons at 00:00 on the day when the payment card was activated,
   b) in the case of payment cards issued to natural persons/entrepreneurs or legal entities at 00:00 on the first day of the month immediately following the month in which the cardholder expressed consent to "switch" to insurance under this general insurance contract,
   c) the moment agreed in the Accession Agreement.

   Declaration of the Cardholder regarding the accession to the Master Insurance Policy shall be deemed to be answers to the Insurer's questions in accordance with the law.

The Policyholder is entitled to provide the account holder's written declaration of accession to the Master Insurance Policy also in electronic form, i.e. in accordance with the applicable legislation.

2. The individual insurance relating to the payment card shall terminate at 12:00 p.m. on the day on which the event giving rise to the termination of the insurance occurs, unless otherwise specified below.
   The individual insurance relating to the payment card shall terminate upon:
   a) termination of the payment card contract;
   b) the Cardholder's death.
   c) on the basis of a request to change the insurance settings for a payment card, in which the cardholder has expressed the will to terminate the insurance.

   Individual insurance related to the payment card can also be terminated in other ways established by law, always on the basis of the legal fact that occurs first.

## V. Insurance Period, Insurance Premium, Billing

1. This Master Insurance Policy is taken out with a current insurance premium. The insurance period shall be the calendar month. The insurance premium for the first and last insurance period of the individual insurance relating to the payment card shall be payable to the Insurer for the entire calendar month in which the individual insurance relating to the payment card has originated or ceased.

2. The insurance premium is the aggregate of the insurance premiums for all persons insured in the relevant insurance period. The Insurer is entitled to the insurance premium until the termination of the individual insurance policies relating to the payment card, i.e. including the insurance premium for the insurance period in which the insurance ceased.

3. The amount of the current insurance premium for insurance within the scope of insurance variants is determined by the implementation contract concluded between the policyholder and the insurer and is stated in the current amount in the Insurer's price list.

4. The insurance premium shall be payable monthly on the basis of a premium billing issued by the Insurer. The Insurer shall issue a premium billing for all natural persons insured in the previous insurance period in accordance with the implementation contract. The insurance premium shall be payable by the date shown on the premium billing and to the account shown on the premium billing.

## VI. Rights and Obligations of the Policyholder and the Insurer

1. The Policyholder undertakes:
   - to inform each Insured Person of the Master Insurance Policy and of the Insurance Terms and Conditions, as well as the Client Information and the Information on the Processing of Personal Data in Non-Life Insurance, which the Policyholder has received before concluding this Master Insurance Policy;
   - to ensure the identification of the Insured Persons in the following scope: name and surname, birth number or date of birth;
   - to submit the List to the Insurer in the agreed data structure;
   - to pay the Insurer the insurance premium in the amount and within the time limits set out in this Master Insurance Policy;
   - to cooperate with the Insurer in the administration of the insurance and in the investigation and settlement of insured events;
   - to notify the Insured Persons of all facts relating to the change or termination of the insurance;
   - to provide the Insurer with the necessary assistance in carrying out checks on the fulfilment of the Policyholder's obligations under the Master Insurance Policy;
   - in cooperation with the Insurer, to provide training for the Policyholder's employees and persons offering insurance to prospective Insured Persons, i.e. on the basis of the Insurer's instructions and within the scope defined by the Insurer.

2. The Insurer undertakes:
   - to provide the Policyholder with the necessary assistance to fulfil the subject matter of the Master Insurance Policy;
   - to provide the Policyholder with all materials related to the insurance (Insurance Terms and Conditions, assistance cards for the Insured Persons, Client Information, etc.);
   - to provide the Policyholder with a summary of reported insured events for the calendar quarter, always within 30 days of the end of the relevant calendar quarter;
   - to inform the Policyholder, at the Policyholder's request, without undue delay about the insured events reported, the outcome of the investigation of the insured events and the extent of the insurance indemnity from the insured events;
   - to inform the Policyholder of cases where, as a result of the investigation of insured events, the Insurer has withdrawn from the insurance or refused to pay the insurance indemnity;
   - to ensure regular communication with the Policyholder.

3. The Insurer reserves the right to unilaterally change the Insurer's assessment tables, which are freely available in electronic form on the Insurer's and Policyholder's websites. In the event that the Insurer exercises their right to change the assessment tables in accordance with Article 4 par. 3 of the Insurance Terms and Conditions and the Policyholder does not agree to such change, the Policyholder may terminate the insurance affected by the change in the assessment tables.

## VII. Reporting of Insured Events

1. The Insured Person or the authorised person must report the occurrence of an insured event in writing without undue delay in the following ways:
   a) **by calling** the insurance company's hotline: 957 105 105;
   b) **online** via the form on the website www.koop.cz;
   c) **in person** at any Kooperativa branch;
   d) **in writing** using the form available on the Kooperativa website or at any Kooperativa branch and sending it to:

   **Kooperativa pojišťovna, a.s., Vienna Insurance Group**
   **Centrum zákaznické podpory**
   **Brněnská 634**
   **664 42 Modřice**
   **Czech Republic**

   The notification of the insured event must contain, in particular, the identification data of the Insured Person, a description of the insured event, documents proving the length of the stay abroad, or other documents as specified in the instructions for the Insured Persons.

2. For the written notification of the occurrence of an insured event under the STORNO insurance (on the corresponding form), the Insured Person is obliged to submit to the Insurer a copy of the registration form for the trip, proof of the amount paid to the tour operator, proof of the amount refunded to the Insured Person by the tour operator, cancellation conditions of the tour operator, a copy of the certificate of incapacity for work if issued or the discharge report from the hospital, other confirmation according to the reasons for cancellation (proof of family affiliation, death certificate, police report, etc.), confirmation from the tour operator stating that it was no longer possible to provide a substitute in that case, or any other documents requested by the Insurer.

3. The procedure to be followed by the Insured Person or the Policyholder in the event of an insured event under the insurance of medical expenses abroad is set out in the Travel Insurance Document Set.

4. The Insurer is entitled to verify the accuracy of the information in the report of the insured event and to request additional documents necessary for its settlement.

## VIII. Processing of Personal Data

1. This Article provides basic information on the processing of the Policyholder's personal data. This information shall apply to the Policyholder if he/she is a natural person, except for the obligation to inform third parties, which shall apply to the Policyholder even if they are a legal entity. More information, including how to withdraw consent, the possibility to object in the case of processing based on legitimate interest, the right of access and other rights, can be found in the document: Information on the Processing of Personal Data in Non-Life Insurance, which is permanently available on the website www.koop.cz in the section "About Kooperativa".

2. **Information on the processing of personal data without the Policyholder's consent**

   2.1. **Processing for the purposes of contract performance and the Insurer's legitimate interests**
   The Policyholder acknowledges that their identification and contact data, data for the assessment of the risk of entering the insurance and data on the use of services, are processed by the Insurer:
   a) for the purposes of quoting, proposing and taking out the insurance policy, assessing eligibility for insurance, administering and terminating the insurance policy and claims handling, where in these cases the processing is necessary for the performance of the contract; and
   b) for the purposes of ensuring the proper establishment and performance of contractual relations with the Policyholder, reinsurance and co-insurance, statistics and product pricing, protection of the Insurer's legal claims and prevention and detection of insurance fraud and other unlawful acts, where such processing is based on the legitimate interests of the Insurer. The Policyholder has the right to object to such processing at any time, which may be exercised in the manner specified in the Information on the Processing of Personal Data in Non-Life Insurance.

   2.2. **Processing for the purposes of compliance with a legal obligation**
   The Policyholder acknowledges that their identification, contact and risk assessment data for the entry into the insurance are further processed by the Insurer to fulfil their legal obligation arising in particular from the Act regulating the distribution of insurance and Act No. 69/2006 Coll., on the Implementation of International Sanctions.

3. **Obligation of the Policyholder to inform third parties**
   The Policyholder undertakes to inform any Insured Person other than the Policyholder and any other persons named in the insurance policy about the processing of their personal data.

4. **Information on the processing of personal data of the Policyholder's representative**
   The representative of a legal entity, legal representative or other person authorised to represent the Policyholder acknowledges that the Insurer processes his/her identification and contact data on the basis of legitimate interest for the purposes of quoting, proposing and taking out the insurance policy, administering and terminating the insurance policy, claims handling, reinsurance and co-insurance, protection of the Insurer's legal claims and prevention and detection of insurance fraud and other unlawful acts. Such person has the right to object to such processing at any time, which may be exercised in the manner specified in the Information on the Processing of Personal Data in Non-Life Insurance.

   **Processing for the purposes of compliance with a legal obligation**

   The representative of a legal entity, legal representative or other person authorised to represent the Policyholder acknowledges that the Insurer further processes the identification and contact data in order to fulfil their legal obligations arising in particular from Act No. 170/2018 Coll., on the Distribution of Insurance and Reinsurance and Act No. 69/2006 Coll., on the Implementation of International Sanctions.

5. By signing the Master Insurance Policy, the Policyholder confirms that they have thoroughly familiarised themselves with the meaning and content of the consent to the processing of personal data and that before granting it, they have read the document entitled Information on the Processing of Personal Data in Non-Life Insurance, in particular the detailed identification of other data controllers, the scope of the processed data, the legal grounds (reasons), the purposes and duration of the processing of personal data, the method of withdrawal of consent, and the rights to which they are entitled in this context.

## IX. Final Provisions

1. The Policyholder confirms that prior to the conclusion of the Master Insurance Policy, they have received and familiarised themselves with the Client Information and the Information on the Processing of Personal Data in Non-Life Insurance in paper form or, with their consent, in another text form (especially electronic form). The Policyholder is aware that this is important information to help them understand the terms and conditions of the insurance being taken out; it contains warnings about important aspects of the insurance and important provisions of the Insurance Terms and Conditions.

2. The Policyholder further confirms that they have received the Insurance Terms and Conditions in paper or other text form (especially electronic form) and have familiarised themselves with them in sufficient time prior to the conclusion of the insurance policy. The Policyholder is aware that the Insurance Terms and Conditions form an integral part of the Master Insurance Policy and regulate the scope of insurance, its limitations (including exclusions), the rights and obligations of the insurance participants and the consequences of their breach, and other insurance conditions, and the Policyholder is bound by them in the same way as by the Master Insurance Policy.

3. The Policyholder declares that they have an insurable interest in the insurance of the Insured Person, who is a person distinct from them.

4. The Policyholder declares that they have answered fully and truthfully the Insurer's written enquiries concerning the insurance being taken out and are aware of the obligation to notify the Insurer of any changes in this information without undue delay during the term of the insurance.

5. This Master Insurance Policy shall come into force on the date of signing by the parties. The Master Insurance Policy is concluded for an indefinite period of time effective from 9.9.2024. Either party may terminate this Master Insurance Policy in writing without giving any reason. The period of notice shall be 3 months and shall commence on the first day of the calendar month following the month in which the notice is delivered to the other party.

6. For the termination of this Master Insurance Policy, the parties shall preferably use an agreement setting out the terms of termination in such a way as to avoid prejudice to the legitimate interests of the Insured Persons.

7. If the Master Insurance Policy is terminated by means other than by agreement, or if the agreement on termination of the Master Insurance Policy does not stipulate the date of termination of the individual insurances relating to the payment card, then all rights and obligations of the parties under the Master Insurance Policy shall cease upon termination of the Master Insurance Policy, except for the provision of insurance indemnity relating to insured events occurring during the period of insurance.

8. The termination of individual insurances relating to the payment card shall not affect the effectiveness of the Master Insurance Policy or the duration of other individual insurance policies arising under this Master Insurance Policy.

9. Any changes or additions to the contents of this Master Insurance Policy must be made in writing by means of an amendment.

10. The Insurer shall not provide insurance indemnity or any other benefit or service under the insurance policy to the extent that such benefit or service would constitute a violation of international sanctions, trade or economic sanctions or financial embargoes declared for the purpose of maintaining or restoring international peace, security, the protection of fundamental human rights and the fight against terrorism. These sanctions and embargoes include, in particular, those of the United Nations, the European Union, the Czech Republic and the United Kingdom of Great Britain and Northern Ireland. Sanctions and embargoes of the United States of America are also included, provided that they do not contravene the sanctions and embargoes referred to in the previous sentence.

11 This Master Insurance Policy is signed electronically; each of the contracting parties will receive their electronic copy.

# Insurance Terms and Conditions for Travel Insurance for PPF banka a.s. payment cards M-780/24

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## PART 1 - COMMON PROVISIONS

### Article 1 Introductory Provisions

- 1) The travel insurance for PPF banka a.s. payment cards (hereinafter also referred to as „Travel Insurance“) is governed by the Master Insurance Contract No. 5092019352 (hereinafter referred to as „Insurance Policy“), these Insurance Terms and Conditions, Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as „Civil Code“), and other relevant legal regulations.
- 2) If a provision of the Insurance Terms and Conditions conflicts with a provision of the Insurance Policy, the provision of the Insurance Policy shall prevail.
- 3) Where we refer to „You“ in the policy terms and conditions, we refer to You as:
  a) to those **interested in insurance**,
  b) to the **Policyholder**, i.e. **PPF banka**, a.s., which has entered into an Insurance Policy with us and has, inter alia, the right to enter into amendments to the Insurance Policy with us or the obligation to pay premiums,
  c) the **Insured**, i.e. those whose life and health, property, liability for injury or other values protected by the insurance are covered, or
  d) to the **persons entitled**, i.e. those who have the right to claim payment from us in respect of an insurance claim.
- 4) „**We**“ in the Insurance Terms and Conditions refers to us, i.e. Kooperativa pojišťovna, a.s., Vienna Insurance Group, as the **Insurer** (insurance company) which concludes the Insurance Policy with the Policyholder and is obliged to pay the insurance benefit to the Beneficiary in case of an insured event.
- 5) **Travel insurance** is taken out for an indefinite period of time and covers repeated trips abroad, but for each individual trip (private or business) the insurance is taken out for a maximum of 180 consecutive calendar days (for bank card holders), or 90 (for their family members) calendar days from the date of departure abroad. There is no limit on the number of trips abroad during the term of the insurance. You are obliged to prove the length of your stay abroad (e.g. by means of an air ticket, travel document, hotel bill, etc.).

## Article 2 Scope of insurance

- 1) The following insurances and services can be arranged as part of the Travel Insurance:
  a) insurance of medical expenses abroad including assistance services (hereinafter referred to as „**Insurance of MEA**") and COVID insurance,
  b) accident insurance, baggage insurance, flight delay insurance, liability insurance, legal assistance insurance (hereinafter referred to as „**UAO insurance**"),
  c) STORNO insurance.
- 2) The scope of insurance is determined by the agreed insurance option specified in the Insurance Policy, namely the variant **Comfort Individual, Comfort Family, Premium Individual, Premium Family**.

## Article 3 Temporal and Territorial Validity of the Insurance

- 1) The insurance covers claims that occur during the period of insurance. In the case of liability insurance, the insurance covers claims arising from a cause (breach of duty or other legal fact resulting in the loss) occurring during the period of insurance. STORNO insurance covers travel services that you as the insured have ordered and paid for during the term of your insurance.
- 2) The insurance is arranged with territorial validity - the **world**, i.e. all countries of the world. However, the travel insurance does not apply to the territory of the state where the insured person has permanent or temporary residence or is a participant in public health insurance.
  A condition for the right to insurance benefits under **liability insurance** is that the injury and its cause occurred in the territory of the states for which the territorial validity of the insurance was agreed.
  The right to claim under the **STORNO insurance** is conditional upon the travel service being/had to be provided in the territory of the countries for which the territorial validity of the insurance was agreed.
- 3) The insurance does not cover the territory of the state in which the Insured is illegally residing or illegally carrying on a gainful occupation in violation of the applicable laws of that state.

## Article 4 Origination, Duration, Modification and Termination of the Insurance

- 1) Individual travel insurance commences at the time and date specified in the agreement to join the insurance as the commencement of the insurance.
- 2) The Insurance Policy can be changed by mutual agreement (amendment to the Insurance Policy). The same rules apply to the conclusion of an addendum as to the conclusion of an Insurance Policy.
- 3) In exceptional cases, we may change without your agreement:
  a) the amount of the premium
  b) valuation tables, due to the evolution of medical knowledge and our findings in handling insurance claims. We will notify the Policyholder in advance of any change to the valuation tables and publish the new version on our website. You may cancel the policies affected by the change no later than 1 month after this notice from us. The relevant insurance will then cease at the end of the policy period following the date You give us your notice.
- 4) Individual travel insurance shall lapse in the cases specified in the Insurance Policy and/or Insurance Terms and Conditions. The STORNO insurance shall terminate at the moment at which the travel service is to commence.
- 5) In the event of non-payment of the premium, the Travel Insurance is not interrupted.

## Article 5 Insurable Interest

- 1) An insurable interest is a legitimate need for protection against the consequences of an insured event. The insurable interest of an insurer who offers its clients the possibility of becoming an insured, in insuring another person arises from the provision of a service in the course of its business.
  By subscribing to the Policy, the Insured consents to the insurance and the Insured's insurable interest is deemed to have been established.
- 2) You are obliged to notify us in writing of the termination of the insurable interest, giving reasons and attaching documents proving the termination of the insurable interest.

## Article 6 Insurance Premiums

- 1) As the Policyholder, You are obliged to pay the premium in the amount agreed in the Insurance Policy in due and timely manner.
- 2) Premiums are negotiated as regular. Its maturity is specified in the Insurance Policy.
- 3) The regular premium is agreed for individual insurance periods, the length of which is specified in the Insurance Policy. Unless otherwise agreed, the insurance period is one month. The first Policy period begins on the date on which the Insured joins the insurance.
- 4) We have the right to pay our claims for premiums out of the premiums paid in the order in which they arise. We have the right to pay our other insurance claims in priority.
- 5) If the premium has not been paid on time and in the agreed amount, We are entitled to claim interest on late payment and the costs associated with the recovery of this premium.
- 6) The Insurer may change the amount of the premium unilaterally in the cases provided for by the Civil Code or referred to in the following paragraph of this Article, or by agreement with the Policyholder.
- 7) The Insurer may unilaterally change the amount of the regular premium for the next insurance period if the conditions decisive for the determination of the premium amount change, in particular:
  a) generally binding legislation or settled case law that affects the determination of the amount of the premium or benefit or the Insurer's costs (e.g. a change in taxes or the compulsory scope of insurance cover);
  b) Factors leading to an increase in the insurance benefit that are not at its discretion (e.g. due to a change in the frequency of claims);
  c) generally binding legislation which imposes additional expenses on the Insurer (e.g. compulsory levies) which the Insurer was not obliged to pay at the time the contract was concluded, or
  d) if the premium is not sufficient to ensure the continued fulfilment of the Insurer's obligations under the law governing the insurance industry.
- 8) If the Policyholder does not agree to the change in the amount of the premium pursuant to the preceding paragraph, the Policyholder must submit his/her disagreement in writing within one month of the date on which he/she became aware of the proposed change in the amount of the premium. In such a case, the Insurance shall lapse on the expiry of the policy period preceding the policy period in which the change in the amount of the premium was to be made, if the Insurer has notified the Policyholder of this consequence and if no other agreement has been reached between the Policyholder and the Insurer. However, the Insurance shall not be cancelled by reason of the Policyholder's disagreement with the new amount of the premium if the premium for the new policy period adjusted in accordance with this Article is lower than the premium for the preceding policy period. If no objection is expressed within the said period, the Insurance shall not lapse and the Insurer shall be entitled to the newly fixed premium.

## Article 7 Insurance Indemnity

- 1) The insurance indemnity benefit is limited to an upper limit determined by the sum insured or the limit of insurance benefit for one insured event. The amount of the claim limit or sum insured is determined by the agreed insurance option and is set out in the Insurance Policy. For the special fixed scope of insurance, a sublimit of indemnity (hereinafter referred to as the „sublimit") is stipulated in the Insurance Policy. We will provide indemnity for a single insured event arising from the special fixed scope of insurance up to a maximum of the agreed sublimit.
- 2) All insured events arising from one or more directly related causes shall be considered as one insured event.
- 3) We will provide the insurance benefit if the person claiming the right to the insurance benefit proves, and our investigation confirms, that it is a covered accidental event insurance, i.e. there is an obligation on us to perform and the extent of that obligation is established.
- 4) The Beneficiary (i.e. the person who has the right to receive insurance benefits) is the Insured, unless otherwise specified in the Insurance Policy or in other provisions of the insurance terms and conditions related to the Insurance.
- 5) We provide insurance benefits in money. This also applies if we pay the insurance claim under liability insurance and You are obliged to compensate for the damage caused by restoring the damage to its previous state. We will pay the insurance benefit and any other benefits from the Insurance in the domestic currency, or in the currency of the country where the insured has permanent residence, unless the legal regulations, including international agreements to which the Czech Republic is bound, or our mutual agreement, imply an obligation to pay in another currency.

- 6) For the purposes of determining the amount of the transaction, We will use the following for currency conversion:
  a) in the case of liability insurance, where a claim for compensation in a foreign currency is made against you, the exchange rate announced by the Czech National Bank (hereinafter referred to as „CNB") on the date on which the cause of the injury occurred, or the first of the related injuries (the date of the event that caused the injury to the victim),
  b) in the case of insurances not listed in a), the exchange rate announced by the CNB on the date on which the cause of the insured event under the relevant insurance occurred (e.g. the date of the acute illness or injury or the date on which the flight is delayed).

For the purpose of payment in foreign currency, We will use the exchange rate of the bank where our account is held, valid on the date of payment of the benefit. For the avoidance of doubt, it is stated that we do not bear any exchange rate risk related to currency conversion.

## Article 8 Claim Investigation

- 1) We shall commence the investigation without undue delay after receipt of notification of a claim and shall continue the investigation so that it is completed no later than three months after receipt of such notification. If We are unable to complete the investigation within this period, We will inform the person entitled of the reasons for this.
- 2) The investigation period does not include the time during which proceedings before a public authority (in particular civil or criminal court proceedings, misdemeanour or other administrative proceedings) or arbitration proceedings are pending, the outcome of which is decisive for the determination of our obligation to provide insurance benefits, or proceedings in respect of a criminal complaint for suspected insurance fraud filed due to false or concealed information in connection with the reported event. We are not in default in fulfilling our obligation to pay the insurance claim or the advance payment of the insurance claim during this period.
- 3) The insurance benefit is payable within 15 days from the date of completion of the investigation necessary to establish the existence and extent of our obligation to indemnify. We will conclude the investigation by communicating its results to the Beneficiary.
- 4) In the event that we cannot complete the investigation within three months of the date of notification, We will, upon written request of the Beneficiary, provide a reasonable advance on the insurance claim. In determining the appropriate amount of the advance payment, We will take into account in particular the results of the investigation to date and the amount of the proven and documented loss. However, We will not grant an advance if there is a reasonable ground for refusing to grant it, in particular:
  a) if it is not certain from the results of the investigation to date whether the claim will be covered or who the Beneficiary is,
  b) if You, as the Policyholder, the Insured or any other person claiming the right to claim, breach an obligation related to the claim and our investigation, in particular if the notification of the claim or any other submission or document relating to the claim contains false or grossly misrepresented information concerning the claim, or if such information is withheld or if it fails to provide proper cooperation,
  c) if criminal proceedings are pending against the person claiming the right to the insurance benefit or the Beneficiary in relation to the notified claim, or
  d) if there is a reasonable suspicion that a criminal offence has been committed in the exercise of the right to insurance benefit, whereby a criminal offence is reasonably suspected whenever a criminal complaint is filed against the Policyholder, the Insured, the Beneficiary, the person who exercised the right to insurance benefit or any other person acting at their initiative in connection with such exercise of the right to insurance benefit.
- 5) We shall be entitled to deduct outstanding premium claims or other insurance claims of ours from the insurance benefit.
- 6) We are entitled to set off against the insurance benefit our claim against the person who is entitled to the insurance benefit, even if the claim against this person arose from another insurance.

## Article 9 Salvage Costs

- 1) Salvage costs shall mean the costs reasonably incurred to avert an imminent insured event, to mitigate the consequences of an already occurring insured event, to remove the insured property damaged by the insured event or its remains, if the obligation to do so is due to hygienic, ecological or safety reasons.

- 2) We will reimburse salvage costs and damages incurred in connection with the activities referred to in paragraph 1) up to a maximum of:
  a) in the case of saving the life or health of persons, 30 % of the upper limit of the insurance benefit for a single insured event agreed for the specific scope of insurance from which the insured event threatened to occur or from which the insured event occurred to which the incurrence of rescue costs or the occurrence of damage is related,
  b) in cases other than those referred to under letter (a), 10 % of the upper limit of the single claim indemnity agreed for the specific insurance cover from which the insured event is threatened or from which the insured event has occurred and to which the incurrence of rescue costs or the occurrence of damage is related.

## Article 10 Exclusions from the Insurance

- 1) The Insurance does not cover any events arising as a result of:
  a) war, riot, strike, insurrection or other mass violent disturbance,
  b) acts of terrorism (i.e. acts of violence motivated by political, social, ideological or religious reasons); this exclusion does not apply to MEI and accident insurance,
  c) intervention by state authority or public administration,
  d) the effects of nuclear energy,
  e) chemical or biological contamination,
  f) epidemics, pandemics.
  The exclusions in this paragraph **do not apply to STORNO insurance**.
- 2) If any state authorities of the Czech Republic (e.g. Ministry of Foreign Affairs of the Czech Republic, Office of the Government of the Czech Republic, etc.) or important international institutions (e.g. WHO) announce that a terrorist attack is expected in the country (area) in question or that they advise against travel to the country (area) in question or warn against travel to the country (area) in question (hereinafter referred to as the „country at risk"), and You nevertheless travel to the country at risk or do not immediately leave the country at risk in which You are at the time of the announcement, even if circumstances allow You to do so, and You suffer a loss event in connection with the fact for whichthe prohibition or restriction was issued, We are not obliged to indemnify.
- 3) We will not pay for loss (damage) caused intentionally by the Insured, Policyholder, Beneficiary or any other person at the instigation of any of them.
- 4) The travel insurance does not give rise to the right to claim for claims arising on the 181st (cardholder) or 90th (family member) and subsequent days of a continuous stay abroad.
- 5) If a claim occurs while You are in default of payment of the premium, We are not obliged to provide insurance benefits because of the occurrence of the claim.
- 6) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations. The exclusions stipulated in the Insurance Policy shall always prevail, other exclusions shall apply in addition to each other, the exclusions stipulated for individual insurances or services shall not cancel these general exclusions.

## Article 11 Our Obligations

- 1) We are obliged to comply with the obligations set out in the Insurance Policy, the Insurance Terms and Conditions and the Civil Code or other legal regulations.
- 2) In particular, We are obliged to:
  a) answer truthfully and completely the written questions You asked during the contract negotiations,
  b) to maintain confidentiality of facts relating to the insurance,
  c) return documents requested by the person who submitted them, unless it is necessary for the original to remain part of our file.

## Article 12 Your Obligations

- 1) The Policyholder, the Insured and any other person claiming the right to insurance benefits are obliged to comply with the obligations set out in the Insurance Policy, the Insurance Terms and Conditions and the Civil Code or other legal regulations.

- 2) As the Policyholder and the Insured, You are particularly obliged to:
  a) answer truthfully and completely our written questions about the insurance being taken out,
  b) notify us without undue delay of any changes to the facts You have been asked about or which are stated in the contract, changes to personal and other data stated in the contract, including changes to your surname, address, any other contact details provided for the purpose of mutual communication, bank details, etc,
  c) not to do anything that increases or could increase the insurance risk without our consent and not to allow such action by a third party; You must notify us of the increase in insurance risk without undue delay,
  d) use all reasonable efforts to prevent the occurrence of the insured event, in particular You must not breach any obligations to avoid or reduce the risk imposed on you by or under the law or by the Insurance Policy and You must not tolerate the breach of such obligations by third parties,
  e) notify us without delay of other insurers with whom You are insured against the same peril and the limits of cover (sums insured, limits of indemnity, etc.) specified in the other contracts,
  f) notify us without undue delay that the insurable interest has been extinguished or that the possibility of an insured event has ceased,
  g) to provide us with any documents we request in connection with the conclusion, amendment or termination of the Insurance Policy and to provide us with any other requested assistance in this connection.
- 3) In the event of a claim, the Policyholder, the Insured and any other person claiming the right to insurance benefits are obliged in particular to:
  a) to take all measures to avoid increasing the extent of the consequences of the event; in the event of a loss event caused by an acute illness or accident, the Insured is obliged to seek medical treatment without delay, to be treated in accordance with the physician's instructions, to follow the treatment regimen prescribed by the physician, i.e. in particular to respect the physician's instructions during treatment, not to do anything that could impede or slow down recovery, and to provide us with assistance in monitoring the course of the treatment process,
  b) to notify us without undue delay that a loss event has occurred, to provide an explanation of the occurrence (under what circumstances the loss event occurred) and the extent of the consequences of the loss event and to prove these facts, to provide an explanation of the rights of third parties, to submit documents that we request, to allow us to take copies of them and to proceed in the manner we specify,
  c) at our request to prove the date and duration of your stay abroad (e.g. air ticket, travel document, hotel bill, etc.). All information must be true and not distorted and no information relating to the claim may be withheld,
  d) secure sufficient evidence of the extent of the damage, e.g. by an investigation by the police or other investigative bodies, photographic or film footage,
  e) submit the documents we require in the Czech language. If the document is issued in a foreign language other than English, French, German, Spanish, Russian or Slovak, at our request, provide the original and the corresponding authorised translation into Czech, which the Policyholder or other person claiming the right to insurance benefit shall arrange at his/her own expense, and allow a copy to be made,
  f) to allow us or persons authorised by us to make any enquiries necessary to assess the claim and the amount of the claim,
  g) follow our instructions.
- 4) If an insured event occurs, the Policyholder, the Insured and the Beneficiary are also obliged to:
  a) hand over to us the documents necessary to exercise the right to compensation for damage caused by the insured event or any other right that has passed to us by payment of the insurance benefit and to proceed so that we can exercise these rights against another,
  b) notify us without undue delay of the discovery of the item for which we have provided the insurance claim. Unless we agree otherwise, the person entitled to the insurance benefit must repay the insurance benefit less the reasonable costs of repairing the item if they are reasonable and necessary to remedy the defects that occurred while he or she was deprived of the use of the item.

## Article 13 Consequences of Breach of Obligations

- 1) We have the right to withdraw from the contract, also within the scope of the individual insurance, if You as Policyholder or Insured have intentionally or negligently breached the obligation to answer truthfully and completely our written questions concerning the insurance being arranged, if We would not have concluded the Insurance Policy if We had known this fact.

- 2) We have the right to reduce the insurance benefit if your breach of duty as Policyholder, Insured or other Beneficiary had a material effect on the occurrence of the insured event, its course, on the increase of the extent of its consequences or on the determination of the amount of the insurance benefit. We will reduce the insurance benefit in proportion to the effect the breach of duty had on the extent of our obligation to indemnify. In such a case, we have the right not to provide the insurance benefit or, in the case of repeated indemnification, to suspend payment until the obligations have been fulfilled.
- 3) We will not provide insurance benefits if the Beneficiary has knowingly provided false or grossly misrepresented information concerning the scope of the insured event or has withheld material information concerning the event when exercising the right to insurance benefits.
- 4) We are not obliged to provide insurance benefits if you, as the Insured, have breached the obligation referred to in Article 12 (3), (4) of the Insurance Terms and Conditions, in particular the obligation to prevent the occurrence of an insured event or the obligation to seek medical treatment immediately in the event of a loss event.
- 5) We are entitled to reimbursement of the costs set out in this paragraph below. We may offset these costs against the insurance benefit or deduct them from the insurance benefit. We are entitled to reimbursement:
  a) the costs incurred in investigating the facts relating to the loss event about which we have been told knowingly false or grossly misrepresented or about which we have been kept in the dark,
  b) the costs incurred in investigating the claim if they are caused by the breach of duty by the Policyholder, the Insured or any other person claiming the right to the insurance benefit,
  c) injury resulting from a breach of duty by the Policyholder, the Insured or any other person claiming a right to insurance benefits, and compensation for unnecessary costs, including litigation costs, incurred for the same reason.

# PART 2 – INSURANCE OF MEDICAL EXPENSES ABROAD.

Medical expenses insurance abroad is taken out as loss insurance.

## Article 14 - Insured Event and Insured Peril

- 1) The insured event is the incurrence of costs:
  a) for your treatment abroad as a result of an **acute illness or accident** occurring abroad during the period of insurance, provided that the treatment is **medically urgent and necessary** to stabilise your condition so that You are **able to continue your journey or can be transported back to your home country**. The following treatment is **not considered** necessary and urgent:
    – treatments, surgeries or cures that can be performed after the return to your home country, even if they cannot be medically postponed until the end of the stay abroad; the method and time of repatriation of the client to their home country is decided by the assistance service physician;
    – treatment, cure or medical intervention that is necessary due to a deterioration of health related to the ongoing or past insured event in case repatriation to the home country has been refused.
  b) in connection with the death of the Insured abroad which occurs during the period of insurance as a result of an acute illness or accident of the Insured abroad, if our obligation to provide insurance benefits is connected with the incurrence of such costs.
- 2) If, as a result of an insured event, your health condition is such that even on the 180th day (cardholder) or 90th day (family member) of your stay abroad, or on the last day of the agreed insurance period, your return to your home country is not possible according to the decision of the attending physician, the validity of your MEA insurance, as well as the MEA insurance of another insured person who is an accompanying person within the meaning of Article 19 (1) (c), **may be extended with our consent or with the consent of the assistance company**. These insurances may be extended until the date You are able to return, but for a **maximum period of 6 weeks**.
- 3) The insurance also covers the costs within the meaning of paragraph 1 which are incurred as a result of injury to life or health caused to You in connection with an act of terrorism. In the event that as a result of a terrorist attack it is impossible to provide assistance services in the area, We will reimburse You for the costs incurred for medical expenses to which You are entitled under the insurance upon surrender of the original bills upon your return to your home country.
- 4) By way of derogation from Article 10, paragraph 1), letter f), medical expenses insurance also covers events arising from COVID.

## Article 15 Insurance of Sports Activities

- 1) The MEA insurance always covers (in both **Comfort and Premium** variants) recreational practice of normal individual or collective sports (esp. aerobics, athletics, football, floorball, volleyball, cycling, cycling tourism, tourism in normal easy terrain up to a maximum altitude of 3,000 m above sea level, skiing and snowboarding on marked and open to the public slopes, trails and access roads to them, snowmobiling or jet skiing, table tennis, badminton, bowling, tennis, squash, golf, ice skating, skateboarding, swimming, segway riding, shooting sports, snorkeling, water skiing, sailing, parasailing, surfing, windsurfing, kiting, water rides, fishing, fishing on the open sea or on a water surface). The Insurance **does not apply to competitions and contests held at amateur and professional level** (including training camps, training sessions, competitive and friendly matches) and extreme sports.
- 2) Only if the **Premium Individual** and **Premium Family** variant is agreed, the insurance also covers the following sports: High-altitude hiking and trekking on marked and open to the public routes and trails up to a maximum altitude of 5,000 m above sea level and up to and including grade II difficulty according to the international UIAA scale, via ferrata up to grade C inclusive, rafting up to the 3rd degree of difficulty inclusive with adequate equipment and with the participation of a professional instructor, canyoning with adequate equipment and with the participation of a professional instructor, scuba diving with an apparatus up to a depth of 40 m with certification of apparatus diving, riding on quad bikes, go-karts, mini-cars, parasailing, surfing, windsurfing, kiting, zip line, rope obstacles (centers), zorbing, hunting, off-piste skiing. The **Insurance does not apply to competitions and contests** held at amateur and professional levels (including training camps, training sessions, competitive and friendly matches), except for golf tournaments, and to extreme sports.
- 3) We assess the risk level of each sport for the purposes of MEA insurance.
- 4) You must observe the relevant safety precautions when engaging in sporting activities, including the use of protective equipment and equipment prescribed or appropriate in your country for the safe performance of sporting activities. In the event of a breach of this obligation or the practice of a sporting activity without proper authorisation, we may reduce the insurance benefit accordingly.

## Article 16 Insurance for the Costs of Emergency Services

- 1) The MEA insurance also covers the reimbursement of the costs for the intervention of the mountain rescue service or other entities that carry out rescue activities in mountain areas or in other difficult to access natural environment, e.g. marine rescue service, etc. (hereinafter referred to as „MR"), if they were necessarily incurred in direct causal connection with your rescue in a situation of danger to your life or health and if You are obliged to pay them according to the legislation.
- 2) The sublimit per insured event is set within the limit of indemnity for MEA insurance.
- 3) We are not obliged to provide insurance benefits if:
  a) MR has been deliberately abused in any way,
  b) your life or health is endangered as a result of your gross negligence or wilful misconduct.

## Article 17 Insurance Indemnity

- 1) The limit of the insurance indemnity benefit for one insured event is determined by the agreed insurance option.
- 2) We will provide the insurance benefit ourselves or through an assistance company to the Beneficiary or to another person who has demonstrably incurred the relevant costs, e.g. also to the physician or medical facility that provided treatment to the Insured abroad.
- 3) If You receive compensation from a third party for damages or costs related to the insured event, We are entitled to reduce the insurance benefit by the amount of such compensation.
- 4) We shall not be obliged to provide the insurance benefit if You have not fulfilled the obligations imposed on you in Article 12(2), (3) and (4) or if the documents referred to in Article 22(1)(f) are not submitted to us.
- 5) We will provide insurance benefits only up to the amount of the costs actually incurred, but not more than the agreed limit of insurance benefits or the agreed sublimit, after deduction of the amount paid by the health insurance company according to the relevant generally binding legal regulation. You are obliged to request this amount from the health insurance company and to prove the amount to us with appropriate documents, even afterwards. Your claims against the health insurance company which have been incurred under the relevant generally binding legal regulation are transferred to us. You are obliged to consent to their transfer to us by granting us a power of attorney or by an assignment agreement.

## Article 18 Costs of Treatment

- 1) If an insured event of acute illness or accident occurs abroad, We will pay for the reasonable costs reasonably incurred by or on behalf of You abroad for:
  - a) medical treatment (including materials used, diagnostic equipment, use of medical devices), medicines and medical treatment prescribed by a physician; medicines are not considered to be nutritional, strengthening or vitamin preparations, even if prescribed by a physician and containing medicinal substances, or preventive, addictive or cosmetic preparations,
  - b) treatment by a dentist, in particular in the scope of a simple filling or extraction due to acute pain and for simple repairs of dentures due to their damage during a stay abroad, including the costs of medicines prescribed in connection with the above-mentioned procedures, up to the sublimit set within the limit of the insurance benefit for MEA insurance. The sublimit applies to one and all claims for one policy year; the said sublimit does not apply in the case of treatment of teeth in connection with a head injury,
  - c) medical treatment for unexpected acute complications in pregnancy occurring within 10 weeks before the expected date of delivery, if necessary to avert an imminent danger to the life of the mother or the foetus or the prematurely born child; the Insurer will not provide benefits under this point in the case of complications occurring in the context of a risk pregnancy.
- 2) If the extent of medical treatment or treatment exceeds what is necessary for acute medical care in respect of your medical condition or if unreasonable costs are claimed, We may reduce the insurance benefit accordingly.

## Article 19 Repatriation, Escort and Other Related Services

- 1) If an insured event occurs abroad involving expenses as a result of your acute illness or accident, We will pay You or on behalf of You for reasonable expenses reasonably incurred abroad for:
  - a) **your transport to the nearest medical facility** to your place of residence abroad that is able to provide the necessary medical care, and for transport from such medical facility back to your place of residence abroad if You cannot use public transport for objective reasons,
  - b) your **stay in hospital** for as long as necessary in a standard room, including meals, or placement in a hospital intensive care room if medically necessary,
  - c) **accommodation of one person who accompanies You during the period of hospitalisation**, if the accompaniment is medically necessary and if it is approved in advance by the assistance company or by us, up to the sublimit set within the limit of indemnity for the MEA insurance,
  - d) your transportation (**repatriation**) from abroad back to your home country as soon as your health permits, provided that:
    - i) You are unable to use the originally planned means of transport due to the insured event (We will also cover any costs for necessary accommodation and meals until the time of transport from abroad to your home country),
    - ii) You are unable to stay abroad due to a medical condition or You are unable to participate in the duration of your stay or foreign trip until the originally planned means of transport can be used, or
    - iii) your medical condition requires non-emergency elective surgery, but this cannot be medically postponed until You return from your planned trip abroad;

    your repatriation and the method of repatriation must be approved in advance by the assistance company or by us;
  - e) the **transport of one accompanying person** for your repatriation under (d) if the accompanying person is medically necessary; the accompanying person and the method of transport must be approved in advance by the assistance company or by us,
  - f) **transport of one person from your home country to abroad and back in order to ensure your return to your home country**, if the escort is necessary as a result of an insured event under the MEA insurance; the escort and the method of transport must be approved in advance by the assistance company or by us,
  - g) transport, accommodation and travel insurance related to the deployment of the replacement worker, provided that the period of your hospitalization or your medical incapacity to perform activities related to the purpose of your trip exceeds three consecutive working days according to the opinion of the attending physician; the method of transport of the replacement worker must be approved in advance by the assistance company or by us; We will cover the cost of accommodation up to the sublimit set out in the limit of indemnity for the MEA insurance;

h) Over-the-phone interpreting - through the assistance company We will provide You with telephone interpreting in the following situations: contact with the police (traffic accident, road check, etc.), negotiations with state authorities, medical facilities, negotiations at the customs office, filling in necessary forms. Telephone interpreting is provided by the assistance company for mutual translation from Czech into English, German and French; by your mutual agreement with the assistance company also into other languages.

Telephone interpreting does not apply to situations where You are the subject of criminal proceedings.

- 2) In the event of an insured event consisting of costs arising from the **death of the Insured**, We will pay the reasonable costs reasonably incurred for:
  a) transportation (repatriation) of the Insured's remains from the place of death to the place of their burial in your home country, including necessary incidental costs associated with it, if approved in advance by the assistance company or by us,
  b) burial of the Insured in the country where the Insured died, or, with the consent of the assistance service, cremation of the remains at the place of death and sending the urn to the place of burial of the remains in your home country,
  c) transport and accommodation of one person close to the Insured who attends the funeral of the Insured abroad, if approved in advance by the assistance company or by us; We will pay the costs of accommodation up to the sublimit set within the limit of indemnity for the MEA insurance.
- 3) If the Insured minor finds himself abroad without necessary supervision as a result of an accident, hospitalization or death of an accompanying person, We will pay the reasonable costs of transporting one person to ensure the minor's return to the place of residence in your home country. The method of transport must be approved in advance by the assistance company or by us.
- 4) Reimbursement of the cost of transporting You or the remains of the Insured to a country other than your home country is possible with prior approval from us or the assistance company, up to a maximum of the average cost of transport to your home country. The amount of the average cost will be determined by us or the assistance company.

## Article 20 Assistance Services

- 1) Under the MEA insurance, We will also provide the following **services in the event of an insured event** through the assistance company:
  a) **telephone or video consultation** with a Czech-speaking physician in the following areas:
    i) consultation of the Insured's health condition - procedure in case of health problems, explanation of symptoms and causes of the disease, explanation of findings from professional examinations, purpose of individual examinations, explanation of results of laboratory tests (information on the range of values of individual indicators) recommendation of further action,
    ii) explanation of commonly used terms in health care, Latin terms, diagnoses and their abbreviations used in medical documentation, consultation of medical procedures,
    iii) information about medicines and their effects - active substances contained in medicines, possible side effects, contraindications,
    iv) a recommendation on which specialist the insured person should contact with the problem, a consultation service with a physician is not a substitute for an ambulance service.

  The consultation is based only on the information that is provided when dealing with the request. The assistance company is not responsible for the relevance of the information provided if there were other relevant facts that were not disclosed during the case.
  b) **arranging the services of a physician**, admission to a medical facility recommended by the assistance company or, if possible in the place of residence (in the region), a visit to a physician in the Insured's place of residence,
  c) reimbursement of the cost of any necessary telephone calls made by You or others to the assistance company in connection with the claim or other services provided by us.
- 2) Under the MEA insurance, We will also provide the following benefits or services through the assistance company:
  a) professional assistance in obtaining your replacement travel documents if they are lost or stolen,
  b) reimbursement of the reasonable costs of transporting You from your place of stay abroad to the nearest embassy and back for the purpose of arranging replacement travel documents, as well as the costs incurred for the issue of new documents abroad in the event that they have been lost, stolen or destroyed, up to the sublimit set out in the policy limit for the MEA insurance,

c) We will provide You with financial assistance in case of:
i) theft, destruction or loss of your luggage,
ii) the need to post a bond in connection with an unintentional violation of the host country's laws. The cash will be provided in the currency of the country in which You are located, provided that the third party in your home country pays this amount, including the costs of transfer, in the local currency to us or the assistance company in advance,
d) reimbursement of extraordinary costs of economy class transport in case You miss the departure of the planned means of transport from abroad back to your home country due to:
i) an accident to the motor vehicle or train You are travelling on to the scheduled departure point,
ii) extraordinary cancellation or shortening of public transport lines,
iii) unannounced strikes,
iv) natural events,
up to the amount of the sublimit set within the limit of indemnity for MEA insurance.

## Article 21 Exclusions from the Insurance

1) We do not reimburse costs incurred:
a) in connection with an accident or illness that occurred or the symptoms of which became apparent before You left for your trip abroad; however, the insurance covers medical or other care related to an acute aggravation of a stable chronic illness that is immediately life-threatening or life-threatening, except for aggravation of the illness due to neglect of prescribed (especially medical) treatment,
b) for treatment that was not medically necessary and urgent (e.g. follow-up non-acute care), especially because You were able to return to your home country immediately after the diagnosis or necessary treatment,
c) as a result of your refusal of treatment (reversal of treatment),
d) for psychoanalytic and psychotherapeutic care,
e) for the removal of physical defects and anomalies, for cosmetic procedures, vaccinations and disinfection, unless they are carried out in connection with a sudden illness or accident,
f) for making or repairing dentures (implants), crowns or jaw adjustments,
g) in connection with pregnancy, abortion, miscarriage or childbirth and their complications, except as provided for in Article 18(1)(c),
h) in connection with the treatment of infertility or sterility (e.g. artificial insemination),
i) in connection with a mental or behavioural disorder of the insured person (diagnoses F00 to F99 according to the International Statistical Classification of Diseases) incurred after the examination necessary for the diagnosis, AIDS, HIV infection and venereal diseases,
j) for the purchase or hire of medical equipment or devices that have not been prescribed by a physician,
k) for preventive medical examinations related to employment abroad,
l) for medicines for diseases that You are already aware of before You travel abroad,
m) in connection with the repeated manifestation of sun allergy,
n) in connection with a loss or damage occurring while the Insured was under the influence of alcohol or narcotic or psychotropic substances,
o) in connection with dependence on alcohol or narcotic and psychotropic substances,
p) in connection with bodily injury caused as a result of deliberate self-harm, suicide or attempted suicide,
q) for the burial of the Insured's remains in your home country after their transportation from abroad,
r) for stays in rehabilitation facilities and institutes, in health resorts, convalescent homes and sanatoriums, in treatment facilities for tuberculosis and respiratory diseases, in facilities for the treatment of alcoholism, toxic addiction, gambling or other addictions, in psychiatric hospitals and facilities,
s) for rehabilitation and physical therapy.
2) We also do not reimburse the costs incurred in connection with a damage event that occurs when:
a) engaging in a risky sporting activity, i.e. an activity that does not fall under any of the sporting activities listed in Article 15; i.e. in particular acrobatic skiing, ski jumping, speedriding, ski mountaineering (including skitouring), mountaineering (including rock climbing, ice climbing, climbing on an artificial wall, etc.), mountain hiking outside marked and open to the public routes and trails, downhill mountain biking, motor sports except for the sports included in Article 15, paragraph 1, piloting aircraft, including non-motorised aircraft, and with sport flying devices, parachuting, paragliding, cliff diving, heliskiing, longboarding and contact combat sports except karate and judo, unless otherwise agreed in the Insurance Policy,

b) speleology including cave diving, or when working as a stuntman, artiste, or on research or scientific expeditions to places with extreme climatic or natural conditions.

- 3) We are not obliged to cover costs that are covered by public health insurance.
- 4) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations.

### Article 22 Our and your Obligations

- 1) As the Insured, You are required to comply with the following obligations:
  a) in the event of an accident or acute illness, contact the assistance company without undue delay, before visiting a medical facility, either personally (if your health permits) or through another person (fellow traveller, delegate), and follow the instructions of the assistance company, in particular regarding the choice of a suitable medical facility. We have the right to reduce or refuse the insurance benefit if You breach this obligation;
  b) show your assistance card when You contact a healthcare facility,
  c) report any accident or acute illness that requires medical treatment or treatment in a medical facility to the assistance company as soon as objectively possible, but no later than three days after its occurrence; in the case of hospitalization, do not pay any money to the medical facility without the prior consent of the assistance company.
  d) at our request or at the request of the assistance company, to exempt third parties (medical institutions, etc.) from the obligation of confidentiality of the facts we need for the effective provision of assistance services, or to authorise us to request all necessary reports from third parties. As the Insured, You are also obliged to submit to an examination by a physician appointed by us at our request,
  e) costs incurred in connection with medical treatment or treatment of an accident or acute illness not exceeding CZK 3,000 can be paid by You without contacting the assistance company. We are not obliged to provide insurance benefits if You directly pay costs exceeding CZK 3,000 without the prior consent of the assistance company;
  f) You are obliged to prove all the costs that we have to pay from the agreed insurance upon your return to your home country and to hand over the originals of the relevant documents to us. If the original documents have been requested by a health insurance company or other insurer, We will also pay on the basis of a copy of the original documents accompanied by a confirmation from the health insurance company or other insurer that it has received the original documents and the amount of the costs covered by them,
  g) as the Insured, You are not entitled to accept, in whole or in part, any third party claim without our prior consent or the prior consent of the assistance company.
- 2) Other obligations and consequences of breach of obligations may arise from the provisions of the Insurance Policy, other provisions of the Insurance Terms and Conditions related to the insurance and other legal regulations.

## PART 3 – ACCIDENT INSURANCE

Accident insurance is taken out as a comprehensive insurance.

### Article 23 Insured Event and Insured Peril

- 1) If You suffer an accident, We will provide insurance benefits for:
  a) permanent consequences of the injury,
  b) death by accident.
- 2) Accident means an unexpected and sudden act of external forces or your own bodily power, independent of your will, which occurs during the period of insurance and causes bodily injury or death to you.

## Article 24 Permanent Consequences of an Accident

- 1) An insured event is an accident that occurs during the period of insurance and which leaves You with permanent consequences within 3 years of the accident. The date of the insured event is the date on which the accident occurred.
- 2) We calculate the insurance benefit for the permanent consequences of the accident by multiplying the sum insured stated in the Insurance Policy by the percentage benefit coefficient.
- 3) The insurance benefit for the permanent consequences of the accident is calculated as a percentage of the sum insured. We shall determine the total percentage valuation according to the Valuation Table for Permanent Injury (hereinafter referred to as the „valuation table").
- 4) If a single injury results in multiple permanent effects on different parts of the body, the total valuation of the permanent effects shall be determined as the sum of their percentage valuations according to the valuation table, up to a maximum of 100 %.
- 5) If one or more injuries result in multiple permanent consequences to one part of the body (one limb, organ or part thereof), we shall determine the total permanent consequence rating taking into account all such consequences, but not more than the percentage rating specified in the rating table for the anatomical or functional loss of the limb or part or organ concerned.
- 6) **If the total assessment of the permanent consequences does not reach at least 5%, You will not be entitled to indemnity benefit**.
- 7) If, as a result of an accident covered by this insurance, permanent damage occurs to a part of the body that was already damaged before the accident, the percentage of the pre-existing damage according to the valuation table will be deducted from the total valuation of the permanent damage.
- 8) We will determine the extent of the permanent consequences of the accident in cooperation with our medical assessor once they have been established, based on an examination of You as the Insured by a contracted physician from the relevant medical field. If We are advised by the assessing physician that an examination is not necessary, We will assess the permanent consequences in consultation with the assessing physician on the basis of the medical documentation provided by the specialist physicians. In the case of functional permanent consequences, we may wait up to a maximum of 3 years after the injury for them to settle down to a state that is no longer influenced by further treatment, after which We will assess them according to their current state.
- 9) You may ask us in writing for an advance payment of the insurance claim before the permanent consequences are established, provided that the medical report shows at least the minimum extent of the permanent consequences.

## Article 25 Injury in a Traffic Accident

- 1) An insured event is an accident during the period of insurance which occurs in a road traffic accident and which has caused You permanent consequences within the meaning of Article 24 (1), provided that all of the following conditions are met:
  a) You are treated by an ambulance at the scene of the accident or at a medical facility within 24 hours of the accident,
  b) the accident must be promptly investigated at the scene of the accident (not an after-the-fact report made at a police station) by the police or other competent government agency charged with investigating such accidents and a record of the outcome of such investigation must be made.
- 2) The insurance benefit is set at twice the amount of the insurance benefit for permanent consequences.

## Article 26 Death of the Insured as a Result of an Accident

- 1) An insured event is an accident to the Insured which occurs during the term of this insurance and causes the death of the Insured within 3 years of the accident.
- 2) For death due to an accident, We will provide an insurance benefit to the Beneficiary (the insured person) in the amount of the agreed sum insured specified in the Insurance Policy.

## Article 27 Insurance Indemnity

- 1) The upper limit of the insurance indemnity benefit (the sum insured) is set in the Insurance Policy and the insurance benefit is further determined in accordance with these insurance conditions and also in accordance with the relevant valuation tables current as of the date on which we received notification of the relevant insured event.
- 2) We may change the valuation tables during the term of the Insurance depending on the development of medical knowledge and our findings when settling claims. The current version of the valuation tables is available on our website.
- 3) The insurance benefit will be provided to You with the exception of the insurance benefit for the death of the Insured as a result of an accident, which will be provided to the Beneficiary (obligee) specified in the Civil Code.
- 4) **We may reduce the insurance benefit by up to half** if the insured event has occurred as a result of your actions **under the influence of alcohol or other addictive (narcotic or toxic) substances**, except if these substances were contained in medication that You took in the manner prescribed by your physician and You were not warned by your physician or the package leaflet did not state that You must not carry out the activity that resulted in the insured event while under the influence of such medication. However, if the insured person died as a result of his or her actions under this paragraph, We will only reduce the benefit if the insured person's actions caused serious bodily injury or death to another person at the same time.

## Article 28 Other Exclusions from the Insurance

- 1) We will not provide insurance benefits for **permanent consequences** or **death** of the Insured as a result of the following diseases, bodily injuries or other injuries to health or medical examinations or procedures:
  a) diagnostic, life-saving, therapeutic or preventive procedures,
  b) pathological fractures, i.e. those fractures that occur as a result of an initial reduction in bone strength (e.g. congenital bone diseases, bone tumours or osteoporosis) and which are caused by a lower intensity of external forces or own physical force than a traumatic fracture (fractures of healthy bone),
  c) fractures of pathological growths on the bone (e.g. osteophytes, spurs),
  d) fatigue or stress fractures, i.e. fractures resulting from overload and not as a result of a single external force or your own physical strength (e.g. a marching or running fracture),
  e) recurrent dislocation of the joint caused, for example, by a loose joint capsule or insufficiency of the articular ligaments, atrophy of the joint head or a too flat joint socket,
  f) damage to muscles, tendons, vertebrae and intervertebral discs, ligaments or joints when lifting or moving loads, if such damage is caused by overloading; this exclusion does not apply if the damage is caused by unexpected sudden external forces or by your own physical strength,
  g) breaks or damage to body parts or organs that have already undergone degenerative changes (for example, the Achilles tendon or meniscus),
  h) development or aggravation of hernias, tumours of all types and origins, tibial ulcers, diabetic gangrene, aseptic inflammation of tendon sheaths, muscle tendons, tendon sacs or epicondylitis,
  i) intervertebral disc prolapse, disc spine syndromes and other back diseases - dorsopathies (diagnoses M40 to M54 according to the International Statistical Classification of Diseases),
  j) procedures that are carried out at the request of the insured person and that are not medically necessary,
  k) any disease, including infectious disease, even if it is the result of an accident, including the initial manifestation of difficulties originating in or aggravated by degenerative changes in organs and anatomical parts of the body,
  l) damage caused by immunotoxic substances, including allergic reactions,
  m) Pregnancy, including high-risk pregnancy, artificial termination of pregnancy, miscarriage or childbirth.
- 2) This insurance also does not cover accidents in the event of a traffic accident according to Article 25, if the accident occurs in the following cases:
  a) in your deliberate criminal activity,
  b) if You were driving:
    i) without the appropriate driving licence;
    ii) medically or professionally unfit to drive according to generally applicable legislation,
    iii) at the time when the driving ban imposed on you was in force or the decision to withdraw or suspend your licence was taken,

c) if You (as the driver of the vehicle or a pedestrian who was involved in the accident) were under the influence of alcohol, an intoxicating or psychotropic substance or under the influence of drugs prohibited when driving, or You refuse to submit to a test or examination for the presence of the aforementioned substances, or You make the conclusiveness of such a test or examination impossible by your actions,
d) in a vehicle which does not comply with the conditions of use on the road; this exclusion does not apply if the Insured is a passenger in any means of public transport or if the Insured was not or could not have been aware that the vehicle did not comply with the conditions of use on the road,
e) in a place or part of the vehicle not intended for the carriage of persons,
f) when transporting a vehicle that is operated as a work machine, for example when unloading, loading or handling a vehicle with a load,
g) when riding a bicycle, except in the event of a collision with another road user or an obstacle to road traffic or a collision with a public transport device (including traffic signs) installed along the road,
h) on a road other than a road, such as railways, cableways, waterways and air transport.

- 3) Furthermore, We will not provide insurance benefits for claims arising from:
  a) for deliberate self-harm, suicide or attempted suicide,
  b) in the performance of professional sporting activities,
  c) when You participate as a driver or co-driver of a motor vehicle in races or competitions of any kind or in preparation for them,
  d) when conducting type tests or testing of motor vehicles, vessels, aircraft and sport flying devices,
  e) when flying sport flying equipment, gliders, balloons, parachutes and parachute flights,
  f) in mountaineering,
  g) in connection with a terrorist act in which You were actively involved.
- 4) We are not obliged to provide benefits under this insurance if You have breached a medical treatment regime.
- 5) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations.

## Article 29 Your Obligations

- 1) In the event of an injury, seek medical attention as soon as possible for treatment when objectively detectable symptoms of the injury are present. **Report the fact that You have suffered an accident to the helpline immediately, even if You seek medical treatment after You have returned to your home country**.
- 2) Respect the physician's instructions and treatment regimen, do not leave the hospital without the permission of the attending physicians or otherwise violate the treatment regimen in the event of hospitalization, and provide us with assistance in monitoring the course of treatment. If You fail to comply with these obligations, we may not provide You with the insurance benefit or we may require You to repay the insurance benefit already paid.
- 3) You must tell us as soon as possible after a medical professional has confirmed that the injury has become permanent and that the condition cannot be changed by further treatment. **You must prove to us the occurrence or subsequent worsening of the permanent consequences within 3 years of the accident**. After this period, You lose your right to claim.
- 4) To report a claim, please use the relevant form for permanent injury, which is published on our website or available at our sales outlets. Attach the documents listed on the form and any related medical documentation. In the event of injury in a road traffic accident, You must also provide a record of the police or other competent governmental authority's investigation of the accident (a record that was subsequently made at the office of the competent authority without an investigation at the scene of the accident is not sufficient).
- 5) The insured person, or the person who believes he/she is entitled to the insurance benefit, should notify us as soon as possible of the insured person's death. The „Notification of Claim - Death" form published on our website or available from our sales outlets should be used for notification. The form must be accompanied by all documents listed on the form as well as any medical records relating to the Insured's death.
- 6) Other obligations and consequences of breach of obligations may arise from the provisions of the Insurance Policy, other provisions of the Insurance Terms and Conditions relating to the Insurance and legal regulations.

# ARTICLE 4 – BAGGAGE INSURANCE

Baggage insurance is taken out as a loss insurance.

## Article 30 Insured Event

- 1) An insured event is damage, destruction or loss of the insured item caused by one of the insured perils listed in this section, which affected the insured item during the period of insurance.
- 2) An insured event is also damage, destruction or loss of the insured item which occurred in direct connection with the operation of any of the insured perils listed in this section which affected the insured item during the period of insurance.

## Article 31 Which Items are Insured

- 1) The insurance applies to **luggage and personal belongings** which You have taken on the trip or which You have demonstrably acquired during the trip and which are owned or co-owned by You or are belongings of others which You have the right to use, except for items which You have rented or borrowed on the trip (hereinafter referred to as „**insured items**").
- 2) The insured items stored in the motor vehicle are covered by the theft involving forcible entry insurance within the meaning of Article 33 (1) (c) only if they are stored in a locked luggage compartment and are not visible from the outside.
- 3) We will only provide cover for insured items stored in a tent under the theft with overcoming of an obstacle Insurance Policy within the meaning of Article 33 (1) (c) up to the sublimit specified in the limit of indemnity for baggage insurance.

## Article 32 Other Exclusions From the Insurance

- 1) The insurance does not cover:
  a) luggage and items **handed over to the carrier for transport**,
  b) items stored **in a trailer or vehicle carrier between 10 pm and 6 am**.
  c) valuable items, i.e. precious metals, pearls and precious stones and objects made of them (except for wedding rings), money (valid domestic and foreign banknotes and coins), valuables (postage stamps, stamps, lottery tickets, public transport tickets and coupons, mobile phone recharge coupons, vignettes, vouchers, etc.), deposit and cheque books, credit and debit cards, securities and other similar documents, items of artistic, historical or collector's value (e.g. paintings, sculptures, collections of all kinds),
  d) small luxury items whose value exceeds CZK 20,000 per piece (luxury watches, luxury fountain pens, luxury glasses, etc.),
  e) air tickets and similar transport documents,
  f) documents, plans and other documentation, any individually made records,
  g) motor vehicles and trailers (including their accessories),
  h) motor vessels (including their accessories),
  i) aircraft and sport flying machines (including their accessories),
  j) items for sale, items for exhibitions, illustrative models, samples,
  k) belongings stored in storage facilities, except for belongings taken into custody by the accommodation operator, or belongings deposited in automatic storage boxes,
  l) electronic and optical devices stored in a motor vehicle, including its roof rack or trailer (unless the insured event was caused by a traffic accident) or in a tent,
  m) rights and other objects of legal relations that do not have a material substance.
- 2) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations.

## Article 33 Insured Perils

- 1) The insurance is taken out in case of damage, destruction, theft or loss of the insured item:
  a) a **traffic accident** in which the insured items were damaged or destroyed or as a result of which You were deprived of the ability to care for them,
  b) a demonstrable **medical disability** that has left You demonstrably unable to care for these items;
  c) Theft in which the perpetrator has demonstrably overcome obstacles protecting the insured item from theft (hereinafter referred to as „**theft by overcoming of obstacles**"). Theft involving forcible entry means theft in which evidence is found by the competent public authority of the state concerned to show that the perpetrator has taken possession of the insured item in any of the following ways:
  i) s/he has demonstrably entered the place where the insured items are stored by accessing the entrance opening with tools that are not intended for its proper opening, including electronic devices (e.g. for remote opening of cars, signal jammers, etc.) and universal keys,
  ii) the place where the insured items are stored was entered other than through an entrance hole or open window,
  iii) accessed the place of insurance by means of a key or similar device which he or she has taken unauthorisedly by theft or robbery,
  iv) overcoming an obstacle created by the specific characteristics of the item (e.g. considerable height, excessive dimensions, disassembly using a tool or implement),
  v) overcame the obstacles by other violent actions.
  The condition of proving that the obstacle has been overcome does not apply if the offender has been identified by a final decision which has terminated criminal or misdemeanour proceedings, even if the offender has not been convicted of a criminal offence or sanctioned for a misdemeanour.
  d) **robbery**, in which the perpetrator has taken possession of the insured property by using violence or threats of imminent violence against you; the use of violence or threats of imminent violence must be evident from an investigation by the competent public authority of the state concerned (e.g. from the report of the notification of the damage event, from a police record or other decision),
  e) **fire** and its accompanying phenomena,
  f) blast,
  g) by a direct lightning strike,
  h) the impact or crash of the aircraft, its parts or its cargo,
  i) falling trees, poles or other objects, unless they are part of the damaged item,
  j) by the aerodynamic blast of a supersonic aircraft overflight,
  k) **flood or inundation**,
  l) by a whirlwind,
  m) hail,
  n) landslides, rock or earth collapses, avalanches or avalanches,
  o) by an earthquake,
  p) the weight of snow or ice,
  q) water hazards, i.e. liquid leaking from water supply equipment or medium leaking as a result of sudden and accidental damage or failure of fire-fighting equipment.
- 2) The insurance shall also cover damage or destruction of the insured item and barrier devices intended to protect the insured item from theft, if caused by the perpetrator's actions aimed at stealing the insured item.

## Article 34 Insurance indemnity

- 1) The **limit of insurance indemnity benefit** from one insured event from baggage insurance is set in the Insurance Policy.
- 2) We will provide insurance benefits in the event of:
  a) destruction, theft or loss of the insured item in the amount of the reasonable cost of rebuilding the same or a comparable new item less the cost of usable residue,
  b) damage to the insured item in the amount corresponding to the reasonable cost of its repair less the cost of the usable remains of the replaced parts; our benefit for the repair of the damaged item shall not exceed the amount of the insurance benefit provided in the event of its destruction, theft or loss.
- 3) We will provide the insurance benefit according to the previous paragraph at the **new price** of the insured item, but not more than the limit of the insurance benefit agreed in the Insurance Policy.
- 4) In justified cases, we may decide on the method of repair or replacement. If we so decide and the person entitled has nevertheless repaired or replaced the items in another way, We will only pay the amount we would have paid if the person entitled had followed our instructions.

# PART 5 – FLIGHT DELAY INSURANCE

Flight delay insurance is taken out as a loss insurance.

## Article 35 Insured Event and Insured Peril

- 1) An insured event is the incurrence of reasonable costs that You demonstrably incur for your meals, luggage storage, transport to the place of accommodation and accommodation as a result of a delay in departure (not a missed departure, even a connecting flight) or cancellation of a flight that was due to take place during the period of insurance, provided that the departure is delayed by at least 6 hours or the flight is cancelled no more than 2 hours before departure.
- 2) If on the 180th day (for cardholders) or the 90th day (for family members) of your stay abroad, or on the last day of the agreed insurance period, you are unable to return to your home country due to an insured event, it is possible, with our consent or the consent of the assistance company, to extend the validity of your insurance. This insurance can be extended until the day when return is possible, but for a maximum of 2 days.

## Article 36 Insurance Indemnity

- 1) The limit of insurance indemnity benefit for one insured event for flight delay insurance is set in the Insurance Policy.
- 2) We will only provide You with a flight delay insurance benefit if You provide us with documents proving the length of the flight delay or cancellation and the costs of meals, baggage storage, transport to your accommodation and accommodation, as well as confirmation of whether You have been compensated for the flight delay or cancellation and in what amount.
- 3) We will not provide You with an insurance benefit to the extent of the cost of meals, baggage storage, transport to your accommodation or accommodation where the air carrier has reimbursed You for these costs in connection with the flight delay. If the air carrier has compensated You after the insurance claim has been received, We are entitled to a refund.

# ARTICLE 6 – LIABILITY INSURANCE

Liability insurance taken out as a loss insurance.

## Article 37 Insured Perils and Scope of Insurance

- 1) P The insurance covers your statutory obligation to compensate for non-pecuniary damage or damage (damage to property) referred to in the following paragraphs of this article, if You have caused it to another person during your trip in connection with an activity or relationship in normal civil life.
  The insurance also covers the **obligation to compensate for the damage** caused:
  a) an animal that You are legally required to have in your possession during the trip, except where specifically excluded from the insurance,
  b) during practical training or internship, unless You undertake it in the context of an employment or similar relationship or other gainful activity, including the obligation to compensate for damage to or destruction of movable property (or injury to or death of an animal) which You have lawfully used or taken over in the context of that activity,
  c) damage to or destruction of a movable item (or injury to or death of an animal) that You have demonstrably rented from a person carrying on a business of renting movable items (hereinafter referred to as „**rented movable item**"). However, We will not cover damage caused to motor vehicles, motor boats, sailboats, aircraft or flying devices (including drones) that You use;

d) on movable property which You lawfully use if it is an item of equipment of the accommodation facility which You have rented; accommodation facility means:
   i. establishments intended for temporary accommodation for remuneration operated by an entrepreneur authorised to provide accommodation services (e.g. hotel, guesthouse), including hostels, dormitories, boarding houses, etc.
   ii. a caravan or motor home (e.g. houseboat, yacht) that You have rented from a person running a business of renting movable property. For the purposes of this insurance, the equipment of a motorhome/watercraft does not include items forming a technical part or accessory of the motorhome/watercraft as a means of transport, i.e. the purpose of which is to provide the function of a means of transport; the condition is that the injury occurred in connection with the accommodation and not in connection with the use/operation of the motorhome/watercraft as a means of transport.

- 2) Benefits from claims under paragraph 1, letter c) are limited to the sublimit specified in the Insurance Policy.
- 3) In the event of injury to life or limb, We will compensate You for:
  a) non-pecuniary damage caused by the interference with the victim's right to protection of his/her health (e.g. pain and suffering, difficulty in social life),
  b) mental anguish of the spouse, parent, child or other person close to the victim in the event of death or particularly serious bodily harm to the victim,
  c) consequential financial loss arising as a direct result of an injury to life or health, if such injury is covered by insurance under these policy conditions (e.g. loss of earnings, loss of profit, medical expenses, funeral expenses).
- 4) In the event of damage to a tangible object (hereinafter referred to as „**object**"), We will compensate You for:
  a) damage caused to the property by its damage, destruction or loss,
  b) consequential financial loss incurred by the owner of the object or the person rightfully using the object under the contract as a direct consequence of the damage referred to in (a), if the damage to such object is covered by the insurance taken out under these insurance conditions (e.g. loss of profit, costs of liquidation of the destroyed object).
- 5) In the event of injury to a live animal (hereinafter referred to as „**animal**"), We will compensate You for:
  a) damage caused by the death, loss or injury of an animal,
  b) consequential financial loss incurred by the owner of the animal or the person entitled to use the animal under the contract as a direct consequence of the damage referred to in (a) if the damage to the animal is covered by insurance taken out under these insurance conditions (e.g. loss of profit); the costs reasonably incurred in caring for the health of the injured animal shall be reimbursed to the person who incurred them.
- 6) We will also provide for You:
  a) reimbursement of the costs of covered services incurred by the health insurer,
  b) recourse compensation which You are obliged to pay to the sickness insurance body in connection with the accrual of a claim for sickness insurance benefits if such obligation arose as a result of an injury to health or life covered by insurance under these policy conditions.

  Such compensation shall be treated for insurance purposes in a similar manner to compensation for injury and shall be subject to the terms and conditions of liability insurance as appropriate.

  For the purposes of the reimbursement of expenses referred to in this paragraph, the exclusion of injury which the Insured is obliged to reimburse to his spouse, registered partner, siblings or relatives in the direct line of descent or persons living in the same household with him shall not apply.
- 7) The insurance shall also cover the costs necessary for your legal defence against a claim for damages, insofar as it is covered by the insurance taken out under these insurance conditions, to the extent resulting from Article 39.

## Article 38 Insurance Indemnity

- 1) The limit of insurance indemnity for one insured event for flight delay insurance is set in the Insurance Policy.
- 2) We will only provide You with a flight delay insurance benefit if You provide us with documents proving the length of the flight delay or cancellation and the costs of meals, baggage storage, transport to your accommodation and accommodation, as well as confirmation of whether You have been compensated for the flight delay or cancellation and in what amount.
- 3) We will not provide You with an insurance benefit to the extent of the cost of meals, baggage storage, transport to your accommodation or accommodation where the air carrier has reimbursed You for these costs in connection with the flight delay. If the air carrier has compensated You after the insurance claim has been received, We are entitled to a refund.

## Article 39 Legal Costs

- 1) If You have fulfilled all the obligations imposed on you in connection with the claim, We will reimburse You for the costs reasonably incurred:
  a) compensation proceedings before a competent authority, if necessary to establish your obligation to compensate for damages or the amount of damages in connection with the event, and the costs of your legal representation in these proceedings at all stages,
  b) to defend You in any criminal proceedings (i.e. both preliminary proceedings and court proceedings at all stages) against You in connection with a claim, provided that we have given a written undertaking to do so,
  c) out-of-court settlement of the injured party's claim for compensation, provided that we have given a written commitment to do so.
- 2) We shall only pay the costs of legal representation and defence pursuant to paragraph 1) of this Article which exceed the non-contractual attorney's fees in the Czech Republic as set out in the applicable legislation if we have undertaken to do so in writing.
- 3) We will not reimburse the costs referred to in paragraph 1) of this article if You are found guilty of a deliberate criminal offence in connection with the claim. If We have already paid these costs, We shall have the right to recover the amount paid against You.

## Article 40 Insurance Indemnity

- 1) We will provide insurance indemnity benefits for one insured event up to the maximum limit of insurance benefits agreed in the Insurance Policy. You choose the insurance option determining the limit of indemnity at your own risk.
- 2) The amount of the reimbursement of legal expenses pursuant to Article 39 together with the insurance benefit provided from one insured event may reach the maximum amount of the limit of insurance benefit specified in the Insurance Policy.
- 3) In third party liability insurance, only You as the Insured can claim the right to claim. We will pay the insurance claim to the injured party, but the injured party has no right to claim against us.
- 4) If the investigation of the claim is dependent on the outcome of proceedings before a public authority (in particular civil or criminal court proceedings, misdemeanour or other administrative proceedings) or arbitration, it cannot be concluded without it. In such a case, we shall not be in default in providing the insurance benefit or advance payment of the insurance benefit until we have received the final decision of that authority.

## Article 41 Other Exclusions From Insurance

- 1) We will not reimburse You for any damage caused:
  a) intentionally (including wilfully or maliciously),
  b) on an object or animal that You are using illegally,
  c) damage to movable property or animals which You lawfully use (e.g. rent, loan) or have in your possession; this exclusion does not apply to damage to items used for practical training or internships or to accommodation equipment within the meaning of Article 37(1), to rented movable property,
  d) to movable property or animals taken over by You for the purpose of fulfilling your obligation; this exclusion does not apply to damage to property taken over in the course of practical training or internship within the meaning of Article 37(1)(b),
  e) environmental pollution,
  f) as a result of a breach of a legal obligation or other legal fact of which You were aware at the time of entering into the contract or, taking into account all the circumstances, could have been aware,
  g) in professional sports activities,
  h) in the course of or in direct connection with gainful employment,
  i) an accident at work or occupational disease, including reimbursement of the costs of covered services incurred by the health insurer and the recourse compensation you are obliged to pay to the sickness insurance body in connection with the entitlement to sickness insurance benefits,
  j) in connection with the consumption of alcohol or the use of narcotic or psychotropic substances,
  k) the operation of a motor vehicle and the operation of a vessel for the operation of which a licence is required by law,

l) in connection with flying, including flying with sport flying equipment, gliders, ballooning, parachuting and parachute flights,
m) in connection with an activity or relationship in which a legal regulation imposes an obligation to take out liability insurance, regardless of whether a claim for benefits under such compulsory insurance has arisen,
n) the introduction or spread of a contagious human, animal or plant disease,
o) in connection with the possession and use of weapons, ammunition, pyrotechnics or explosives,
p) in connection with the ownership or possession of real estate,
q) an animal exported or acquired for business or kept for profit,
r) a wild and exotic animal,
s) a dog in the exercise of the right to hunt or a service dog in the exercise of a duty.

- 2) Furthermore, we do not reimburse liability insurance for:
  a) the damage if You have assumed an obligation to compensate for it to an extent broader than that resulting from the legislation, including where You cannot raise a limitation objection because You have agreed a longer limitation period than that resulting from the legislation or have waived the limitation objection,
  b) fines, penalties or other contractual, administrative or criminal sanctions or other payments that are punitive, exemplary or preventive in nature, regardless of the person on whom they are imposed.
- 3) We will not reimburse You for any damages You are obliged to pay:
  a) to your spouse, registered partner, siblings or relatives in the direct line of descent or to persons living in the same household as you,
  b) to a legal entity with which You have a property connection.
- 4) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations.

## Article 42 Your Obligations and the Consequences of Their Breach

- 1) If a claim occurs, You have in particular the following obligations:
  a) to notify us without undue delay that the injured party has asserted a right to compensation against You, and comment on your obligation to compensate for the injury suffered, the compensation claimed and the amount of the compensation,
  b) to notify us without undue delay that a public authority proceeding (in particular civil or criminal court proceedings, misdemeanour or other administrative proceedings) or arbitration proceedings have been initiated against You in connection with the claim and inform us of the progress and outcome of the proceedings,
  c) You must not pay or commit to pay all or part of a time-barred claim without our consent,
  d) You may not, without our consent, satisfy (in whole or in part, by money or restitution) or settle or otherwise amicably resolve any claim for damages made against you.
- 2) In particular, You have the following obligations in the proceedings for compensation for damages against You:
  a) follow our instructions
  b) You must not enter into a court settlement or other amicable settlement without our consent,
  c) to raise a statute of limitations objection,
  d) file an appeal, including an opposition, unless we agree otherwise,
  e) act so as not to give rise to a default or a confession of judgment.
- 3) If You breach any of the obligations set out in paragraphs 1) (c) and 2) of this article, We are not obliged to indemnify.
- 4) Other obligations and consequences of breach of obligations may arise from the provisions of the Insurance Policy, other provisions of the Insurance Terms and Conditions relating to the agreed insurance and legal regulations.

# PART 7 LEGAL ASSISTANCE INSURANCE

Legal assistance insurance is taken out as a loss insurance.

## Article 43 Subject of Insurance

The insurance covers the protection of your legitimate legal interests:

- 1) in contractual legal relationships with a local provider abroad, in which you act as a consumer and whose subject is a movable tangible asset (hereinafter referred to as „asset") or you are provided with a service (hereinafter referred to as „consumer relations"), if there is a breach of contractual obligations by the provider without your fault. The insurance also covers the assertion of legitimate claims for compensation for damages resulting from a breach of the provider's obligations under the contractual legal relationships referred to in the previous sentence. A provider means an entrepreneur authorized in the relevant place to sell or rent tangible movable assets, or to provide services that are the subject of the relevant contractual legal relationship. A consumer is understood to be a person who, outside the scope of his business activities or outside the scope of independent performance of his profession, has entered into a contract with a provider.
- 2) in your defense in criminal or administrative proceedings initiated against you in connection with a traffic accident in which you were involved as a driver, by an administrative authority or a body active in criminal proceedings, but only if this proceeding is conducted for a criminal offence or misdemeanour committed by negligence. If it is legally decided that you have committed an intentional criminal offence or misdemeanour, and we have already provided insurance benefits, you are obliged to return the paid amount to us.
- 3) in the case of asserting your legitimate claims, if you have suffered damage caused by interference with your right to protection of life or health, damage to property or resulting financial damage, for compensation for damage against a third party who is obliged to compensate for the caused damage based on the provisions of generally binding civil law regulations on the obligation to compensate for damage caused by breach of an obligation imposed by legal regulation.

## Article 44 Insured Event

- 1) An insured event is a breach of legal obligation or other legal fact which, as a result, gives rise to the need to protect and enforce your legitimate legal interests, if it is associated with our obligation to provide insurance benefits.
- 2) The insured event occurs at the moment when the breach of legal obligation began or allegedly began to occur or when another legal fact referred to in paragraph 1) occurred or allegedly occurred.
- 3) All breaches of legal obligations or other legal facts giving rise to the need to protect your legitimate legal interests, between which there is a causal connection, are considered as one insured event. The moment of occurrence of the insured event in such a case is considered to be the moment when the first of these related breaches of legal obligations or other legal facts occurred or allegedly occurred.
- 4) All insured events arising from the same cause are considered as one insured event. Furthermore, all insured events arising from more than one cause of the same type, if there is a direct connection between them, are considered as one insured event.

## Article 45 Other Exclusions from Insurance

- 1) The insurance does not cover legal assistance:
  a) in mutual disputes between persons insured by one insurance policy,
  b) in asserting claims that have been transferred to you or that you are asserting on behalf of a third person,
  c) in connection with your business or other gainful activity,
  d) in misdemeanour proceedings conducted due to a traffic accident that occurred as a result of incorrect parking, violation of the no-stopping and no-parking ban,
  e) in connection with driving a vehicle without a valid vehicle registration certificate or without the appropriate valid driving licence or in connection with driving under the influence of alcohol, narcotic or psychotropic substances,

f) in connection with lotteries, games and betting,
g) concerning the management and/or storage of monetary values, purchase and/or sale of securities or other financial transactions,
h) in the field of intellectual property law, protection of economic competition, press and financial law,
i) in connection with legal relations in cooperatives, companies, associations, property owners' associations, clubs, foundations,
j) related to real estate,
k) in possible disputes with us, as the insurer, arising from this legal assistance insurance,
l) in disputes that arose as a result of active participation in sports competitions and races, including preparation for them,
m) in the area of customs and tax law,
n) in the case of using a vehicle as a work machine or for purposes other than those specified by the manufacturer;
o) which has a direct or indirect connection with war events, riots, uprisings or other mass or violent disturbances, strikes, lockouts, terrorist acts (i.e. violent acts motivated politically, socially, racially, ideologically or religiously) or measures of state or official power.

- 2) We will not provide insurance benefits:
  a) for any fines and other sanctions or compensation for damages,
  b) from loss events caused intentionally by the insured, the policyholder or another person at the instigation of any of them,
  c) if you authorize a legal representative to promote your legitimate interests without our prior approval or that of the assistance company.
- 3) The insurance may be subject to other exclusions specified in the Insurance Policy or arising from legal regulations.

## Article 46 Insurance Indemnity

- 1) In the event of an insured event, you have the right to reimbursement of costs necessarily and purposefully incurred in connection with the out-of-court and judicial protection of your legitimate legal interests in the area of legal relations to which the insurance applies within the meaning of Article 43.
- 2) In the event of an insured event, we will reimburse up to the limit of insurance benefit agreed in the insurance contract:
  a) the fee and reimbursement of purposefully incurred cash expenses of a legal representative in the amount of non-contractual remuneration of a lawyer according to the relevant legal regulations,
  b) costs for usual and reasonable expenses of an interpreter, translator,
  c) costs for court fees, court-ordered expert opinions and costs associated with the hearing of a witness summoned by the court, which you are obliged to pay based on a final court decision,
  d) purposefully incurred costs for expert opinions, which were not ordered by the court, if they are necessary to determine the facts of the case,
  e) costs for the execution of a decision, always on the basis of one proposal for the execution of a decision for one enforcement order,
  f) costs of the opposing party and the state, which you are obliged to pay on the basis of a final court decision,
  g) purposefully incurred costs for your travel to court proceedings, if your presence is ordered by the court,
  h) other costs purposefully incurred in connection with the insured event, to the payment of which we have committed in writing in advance.
- 3) The insurance is arranged without a deductible.
- 4) The insurance benefit is provided in money.
- 5) We are not obliged to provide insurance benefits in case the breach of legal obligation or other legal fact that gave rise to the need to protect your legitimate legal interests was known to you or, taking into account all circumstances, could have been known to you at the time of concluding the insurance contract.
- 6) If the costs incurred in connection with the protection of your legitimate legal interests relate to the protection of interests or values, of which only a part is covered by the insurance, we will reimburse these costs in proportion to the values of claims belonging to the subject of insurance to the values of claims to which the insurance does not apply.

- 7) If your right to reimbursement of legal costs, which have been awarded to you against the opponent, if we have paid them for you, or other similar right, passes to us, you are obliged to inform us without delay that the facts to which the creation of these rights is linked have occurred, and to hand over to us the documents necessary for their enforcement. In case of breach of this obligation, we have the right to compensation for damages against you.
- 8) If it is clear from the content of the file, from the course of proceedings or on the basis of legal analysis that there are not sufficient prospects for the successful promotion of your legal interests, for example due to lack of evidence, we are obliged to inform you of this fact without delay, stating the reason. This also applies if this deficiency becomes apparent only after the discovery of new facts after the notification of the loss event. From the moment of communicating this fact, we are no longer obliged to continue to perform. In the case of subsequent successful promotion of your legal interests, we are obliged to provide you with insurance benefits, or its as yet unpaid part.

### Article 47 Your Obligations

- 1) As the insured, you are especially obliged to:
  a) inform us continuously without undue delay about the development of the case, or ensure the transmission of information by the authorized legal representative and for this purpose release him from the obligation of confidentiality,
  b) notify us in advance of the implementation of substantial steps and proceed in accordance with our instructions,
  c) grant power of attorney to the extent necessary to the legal representative designated by us or the assistance company.
- 2) Other obligations may arise from the provisions of the insurance contract, other provisions of these insurance conditions, other insurance conditions relating to the agreed insurance and legal regulations.

## PART 8 STORNO INSURANCE

STORNO „Cancellation" insurance is taken out as a loss insurance.

### Article 48 Scope of Insurance

STORNO insurance is taken out in the event of a claim by the travel service provider or intermediary for a fee that You are obliged to pay for cancellation of the travel service (hereinafter referred to as „**cancellation fee**") for the following reasons, which occurred during the period of STORNO insurance:

a) acute illness or accident of the Insured, a person close to the Insured or, if the Insured had to travel alone, a fellow traveller, which, according to the decision of the attending physician, requires hospitalization, bedridden or otherwise prevents the use of the travel service,
b) a pregnancy that did not exist at the time of purchase of the travel service or health complications due to pregnancy within 10 weeks before the expected delivery, if the pregnancy or health complications occurred with the Insured, a person close to the Insured or, if the Insured had to travel alone, also with a fellow traveller,
c) the death of the Insured, the death of a person close to the Insured or, if the Insured had to travel alone, the death of a passenger,
d) rape of the Insured, a person close to the Insured or, if the Insured has to travel alone, of a fellow passenger, reported to a law enforcement authority,
e) extensive damage to the property of the Insured or, if the Insured had to travel alone, of a fellow passenger, which occurred less than 30 days before the travel service was taken, as a result of a natural event (e.g. fire, explosion, flood) or a criminal act of a third party, if it can be proven that the presence of the Insured/fellow traveller is necessary to determine the amount of the damage or to reduce the extent of the damage,
f) natural disasters occurring in the area of destination after the purchase of the travel service and confirmed by local or international authorities or bodies,
g) summoning the Insured or, if the Insured has to travel alone, the fellow traveller to court if the Insured/fellow traveller proves that he/she received the summons after the purchase of the travel service,

h) unintentional loss of employment due to organisational changes or employer closure, which occurs after the purchase of the travel service and which occurs to the Insured or, if the Insured was travelling alone, to a fellow traveller,
i) divorce proceedings which were initiated after the conclusion of the Insurance Policy and which involve persons who should have been involved in the same journey,
j) taking a make-up exam by the Insured if the failure to pass the exam occurred after the purchase of the travel service and if the date of the make-up exam is fixed,
k) precautionary quarantine ordered personally to the Insured or, if the Insured travels alone, also to a fellow traveller by a decision of a competent administrative authority in the homeland or by a physician in the homeland, which ends no earlier than on the day of the planned travel service; the insurance does not cover cases of quarantine ordered generally (i.e. e.g. in the whole state, region, municipality, company or school).

## Article 49 Insured Event and Insured Peril

- 1) An insured event is the cancellation of the travel service in the cases referred to in Article 50 for a demonstrable reason not excluded below, which is linked to our obligation to provide insurance benefits.
- 2) All cancellations of travel services that are directly related in time, place or otherwise are considered as one insured event.

## Article 50 Insurance Indemnity

- 1) In the event of an insured event, We will provide an insurance indemnity benefit **in the amount of 80% of the total amount of cancellation fees**, however, up to the maximum limit of the insurance benefit specified in the Insurance Policy and documented proof of payment for travel services. However, the amount of the benefit from all claims arising during one insurance year must not exceed in aggregate the insurance benefit limit for STORNO insurance.
- 2) A prerequisite for the provision of insurance benefits is the simultaneous fulfilment of the following conditions:
  a) the insured event occurred during the period of insurance,
  b) the reason for cancelling the travel service occurred at a time when the travel service could not be cancelled without a cancellation fee,
  c) the payment of the price of the travel service took place during the term of the insurance, or the accession to the insurance took place within 3 working days from the date of payment of the advance payment (with the price of the travel service in the amount of the advance payment or the total price of the travel service), or from the date of payment of the supplementary payment of the price of the travel service (with the amount of the price of the travel service only in the amount of the supplementary payment of the price of the travel service).

## Article 51 Insurance Indemnity Limits

If You take out insurance less than 14 days before You are due to use the service, We are entitled to reduce the insurance benefit by 50%. This does not apply if the travel service was booked and paid for during the period of insurance.

## Article 52 Other Exclusions From Insurance

- 1) We will not provide insurance benefits if:
  a) the travel service has been cancelled due to an illness or accident that was known to You at the time You purchased the travel service, or due to a change in your health due to alcohol or substance abuse,
  b) You could have foreseen the occurrence of the event when You bought the travel service,
  c) You caused the loss event to occur intentionally or through gross negligence,
  d) the travel service has been cancelled by You due to a change of travel plan or a change of travel service reservation, inability to use the travel service for work reasons,

e) You have failed to turn up for a travel service, missed a travel service or have been excluded from a travel service,
f) the travel service was not used due to the bankruptcy of the travel agency.

- 2) The insurance may be subject to other exclusions specified in the Insurance Policy, Insurance Terms and Conditions or arising from legal regulations.

### Article 53 Your Obligations

- 1) If it is clear that You will be forced to cancel the travel service, You must:
  a) notify us immediately if a circumstance arises that makes it necessary to cancel the travel service,
  b) cancel the booked travel service without undue delay, at the latest on the next working day after the reason for cancellation has been discovered; this does not apply if the cancellation conditions of the travel service provider clearly indicate that the travel service is non-cancellable, or if the travel service is cancelled at the time of discovering the reason for cancellation, the travel service provider is entitled to a cancellation fee of 100% of the paid price of the travel service,
  c) provide us with a completed and signed „Notification of Cancellation of Travel Service" form, provide evidence of the reason for cancelling the travel service, e.g. a medical report, a copy of a sick leave certificate or a discharge report from hospital, or other confirmation according to the reason for cancellation, a copy of the travel service order, proof of payment for the travel service and the amount that has been refunded by the travel service provider (if the travel service provider has not refunded even part of the price of the travel service or has not even partially reimbursed the extra costs, confirmation of this fact), the cancellation conditions of the provider, confirmation from the provider that it was no longer possible to arrange a substitute in the above case, or any other documents we request.
- 2) If an insured event occurs, you are obliged to proceed in such a way that we can assert against the travel service provider, or other persons, the right to a refund of the travel service price, reimbursement of additional costs, compensation for damages, or other similar rights that have been transferred to us in connection with the insured event, and to provide us with all necessary cooperation in this regard.
- 3) In the event of a breach of your obligations, We are entitled to reduce or refuse the insurance benefit accordingly. You shall be liable to us for any loss suffered by us as a result of the breach of your obligations.
- 4) Other obligations and consequences of breach of obligations may arise from the provisions of the Insurance Policy, other provisions of the Insurance Terms and Conditions related to the insurance and other legal regulations.

## PART 9 FINAL PROVISIONS

### Article 54 Applicable Law and Adjudication of Disputes

- 1) The Insurance Policy and legal relations arising from or related to it are governed by Czech law.
- 2) Disputes arising out of or related to the Insurance Policy will be submitted to the competent court in the Czech Republic for decision.
- 3) The entity materially competent for out-of-court settlement of consumer disputes under this insurance is the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, www.coi.cz.

### Article 55 Our Costs

For services listed in the List of Charges, We are entitled to payment according to the List of Charges in force on the date the service is requested. The current version of the List of Charges is published at all the Insurer's outlets and on its website.

## Article 56 Form of Proceedings

- 1) The Policy must be concluded in writing, unless the Civil Code provides otherwise.
- 2) Legal actions, notifications and requests require a written form if they affect:
  a) duration and termination of insurance,
  b) premium changes,
  c) changes to the scope of insurance.
- 3) A legal act for which a written form is required shall be valid, in particular if it is signed by the person acting in his/her own hand, if it is made via a data mailbox, if it bears an electronic signature pursuant to a special law or if it is made via an internet application with secure access.
- 4) Legal actions, notifications and requests not referred to in paragraph 3) of this Article may be made in writing, by telephone, by e-mail, via our web application or via data mailbox. This applies in particular to the reporting of an insurance claim, notifications regarding changes in surname, home address, correspondence address and other contact details specified in the contract, and requests for changes in the method of payment of current premiums (except for payment of premiums on the basis of consent to direct debit). Legal acts, notices and requests under this paragraph made otherwise than in writing must be supplemented in writing if requested by us.
- 5) In matters of the insurance relationship, in particular in connection with the administration of the insurance and the settlement of insurance claims, We are entitled to contact other insurance participants by electronic or other technical means (e.g. telephone, SMS, e-mail, data mailbox), unless otherwise agreed. When choosing the form of communication, the Insurer shall take into account the obligations set out in the relevant legal regulations and the nature of the information communicated.
- 6) Acts, notices and requests shall be effective against the other Party as soon as they have been delivered to it.

## Article 57 Delivery

- 1) Letters delivered through the postal licensee will be sent:
  a) to Kooperativa pojišťovna, a.s., Vienna Insurance Group, Brněnská 634, 664 42 Modřice, or to another address that We will notify You of,
  b) by us at the mailing address specified in the Insurance Policy or otherwise notified to us. If the correspondence address is not specified in the Insurance Policy or has not been notified to us, documents will be sent to the address specified in the contract or notified to us as the addressee's residence or domicile or registered office.
- 2) You are obliged to notify us without undue delay of any change in your correspondence address and the address of your permanent residence, domicile or registered office. If You fail to notify us of any such changes, the delivery shall be deemed to have been duly received on the third working day after dispatch and, in the case of delivery to an address in a country other than the Czech Republic, on the fifteenth working day after dispatch.
- 3) If delivery is not made pursuant to paragraphs 4) to 6), a document sent by registered mail with a delivery note shall be deemed to have been delivered on the date indicated as the date of receipt of the document on the delivery note, and a document sent by registered mail without a delivery note, or sent by ordinary mail, on the third working day after dispatch, and if delivery is made to an address in a state other than the Czech Republic, on the fifteenth working day after dispatch.
- 4) If You prevent the delivery of a document by refusing to accept it, it shall be deemed to have been duly received on the day on which You refused to accept it.
- 5) If You prevent the delivery of a document by failing to take delivery of a document sent by registered mail or registered mail with delivery note deposited at the post office within the storage period, it shall be deemed to have been duly delivered on the day of expiry of the storage period.
- 6) If You prevent a document from arriving otherwise than as stated in the preceding paragraphs (e.g. by not marking the mailbox with your name or title), it is deemed to have been duly received on the date it was returned to us.
- 7) A letter sent by us by registered mail or registered mail with delivery note shall be deemed to have been delivered even if it is received by another person (e.g. a family member) instead of the addressee, to whom the post office has delivered the letter in accordance with the postal services legislation.

- 8) Letters can also be delivered electronically (e.g. via data box, our internet application, electronic message or electronic message with electronic signature) to the contact details provided for the purpose of electronic communication. A letter sent by us electronically to the last contact details provided by the addressee shall be deemed to have been delivered on the tenth day after it was sent, unless the date of its delivery cannot be ascertained or unless otherwise provided for in the relevant legislation, even if the addressee has not become aware of its contents, unless this is excluded by law.
- 9) Letters may also be delivered by our employee or another person authorised by us, in particular to the addresses referred to in paragraph 1) letter b), but also to any other place where the addressee is willing to receive the document. A document so delivered shall be deemed to have been delivered on the date of receipt.

## Article 58 Right to Ascertain Health Status

We are entitled, on the basis of your written consent given in a request or a subsequent act towards us (e.g. reporting a claim), to process sensitive data about your health within the meaning of a specific legal regulation and to ascertain your health or the cause of death of the Insured.

## Article 59 Definition of Terms

For the purposes of insurance under these insurance conditions, the following definition of terms shall apply:

- 1) **Acute illness** means an illness that is directly life or health threatening and requires urgent medical treatment.
- 2) **Assistance company** means an entity that provides and organises the provision of assistance services on the basis of a contractual relationship with us.
- 3) **Regular premium** is the premium set for the policy period.
- 4) A **travel service** is a service provided to the final consumer for the purpose of satisfying his or her needs in the field of recreation, tourism, culture and sport outside his or her permanent residence, either as a combination of individual services or as a standalone service. Travel services include, but are not limited to, tours, accommodation, transport (including air tickets, cable car or ski lift transport), caravan hire, car, boat or sports equipment hire, sports instruction, provided that these services are provided outside the Insured's permanent residence, particularly in the context of recreation.
- 5) **Body part** means the area of the human body that has been affected by the injury, such as the head, chest, abdomen, spine, upper limb or lower limb.
- 6) A **child** is considered to be the insured person's own child or a child adopted by the insured person.
- 7) **Road traffic accident** means an event in road traffic, such as a crash or collision of a vehicle that occurs or is initiated on a roadway and in which a person is killed or injured or third party property is damaged as a direct result of the operation of a moving vehicle.
- 8) **Physician** means a competent medical practitioner or specialist who holds the necessary licenses and who is not the Policyholder, the Insured, the Beneficiary or their relatives.
- 9) **Illness** means, according to the generally accepted state of medical science, a physical or mental impairment of your health.
- 10) **Hospital** means an inpatient medical facility providing basic and specialised diagnostic and therapeutic care in acute or emergency care beds for the purpose of your examination, diagnosis, treatment or cure.
- 11) **New price** means the price at which the same or comparable thing can be purchased again as a new thing of the same kind and purpose in a given place and at a given time.
- 12) **Valuation tables** are our valuation tables for the settlement of accident insurance claims.
- 13) **Liability for damages** means the legal obligation to compensate for damages.
- 14) **Beneficiary** is the person who, as a result of the insured event, becomes entitled to the insurance benefit. The person entitled is you; in the case of compensation for the death of the Insured as a result of an accident, the person resulting from the Civil Code.
- 15) **Persons living in a common household** means natural persons who live together permanently and jointly meet the costs of their needs.
- 16) **Policyholder** is the person who has entered into the Insurance Policy with us.
- 17) **Insurance period** is the period for which the insurance is agreed.
- 18) **Insured event** is an accidental occurrence which gives rise to our obligation to provide insurance benefits.

- 19) **Insurance year** means a period of 12 months; the first insurance year shall begin on the first day of the calendar month in which the beginning of insurance relating to an individual account falls.
- 20) **Insured peril** is a possible cause of an insured event.
- 21) **Insurance period** is the period of time agreed in the Insurance Policy for which the premium is payable.
- 22) **Insurance benefit** is the financial benefit provided under the Insurance Policy in the event of an insured event.
- 23) **Insured risk** is the degree of probability of an insured event caused by the insured peril.
- 24) **Fixed-sum insurance** is insurance purpose of which is to obtain an amount of money, i.e. an agreed sum of money as a result of an insured event in an amount which is independent of the occurrence or extent of the loss.
- 25) **Loss insurance** is insurance purpose of which is to compensate for damage resulting from an insured event.
- 26) **Insured** is the person whose life, health, property, obligation to compensate for damage or other values of the insurable interest are covered by the insurance.
- 27) **Insured person** within the scope of the insurance option Comfort Individual and Premium Individual is the cardholder.

  **The insured person** within the scope of the insurance option Comfort Family and Premium Family is:

  a) cardholder, and with him/her also
  b) the spouse of the cardholder,
  c) a partner who has entered into a partnership with the cardholder pursuant to Act No. 115/2006 Coll., as amended, or a partnership pursuant to the Civil Code,
  d) if the person referred to in (b) or (c) is not the spouse of the cardholder,
  e) up to 3 descendants (children) of the cardholder or persons mentioned under (a) to (d) up to the age of 21 years.

  The persons referred to under letters b) to d) are covered only if at the time of the insured event they are living in the same household with the cardholder.
- 28 **Damage to an object** means damage to an item that can be repaired, the cost of which does not exceed the cost of rebuilding the same or comparable item.
- 29) **Legal entity** with which the Insured is financially linked means a legal entity in which the Insured has more than 50% ownership interest.
- 30) **Percentage** means the percentage of the sum insured specified for each bodily injury in the relevant valuation table.
- 31) **Professional sporting activity** is any sporting activity performed by athletes for remuneration, as well as any preparation for such activity. It does not include sporting activities performed for health or recreational reasons.
- 32) **Obstruction to traffic on the road** means anything that could endanger the safety or smooth flow of traffic on the road, such as cargo, material or other objects, a vehicle left on the road or defects in the passability of the road.
- 33) **Reasonable cost** means the lowest cost at which the goods or services in question could be obtained at a given place and time.
- 34) **Fellow traveller** is a person who has purchased a travel service with you.
- 35) **Stabilized chronic illness** means an illness that existed at the date of commencement of insurance, but your condition during the 12 months prior to your departure on your trip abroad did not indicate that you would need to see a physician during your trip.
- 36) **Claim** is an event that could give rise to a right to claim.
- 37) **Bodily injury** means damage to a body part, organ or limb as a result of an accident.
- 38) **Permanent consequences of an accident** means an anatomical or functional physical impairment which a medical professional, on the basis of objective findings, determines to be permanent and whose condition can no longer be affected by further treatment.
- 39) **Road user** is a person who is directly involved in road traffic, for example a driver of a vehicle, a pedestrian or a cyclist.
- 40) **Events resulting from the action of nuclear energy** are events resulting from:

  a) contamination by radioactivity from nuclear fuel or nuclear waste or from the combustion of nuclear fuel,
  b) from radioactive, toxic or otherwise hazardous or contaminating properties of a nuclear device, reactor or nuclear assembly or nuclear component,
  c) from the effects of a weapon employing atomic or nuclear fission, fusion or other similar reaction, radioactive forces or materials.

- 41) **UIAA** (Union Internationale des Associations d'Alpinisme) is an international organization of mountaineering associations of individual countries. The UIAA issues safety standards, defines difficulty scales.
- 42) **Accident** means an unexpected and sudden action of external forces or the Insured's own physical strength, independent of the will, which occurs during the period of insurance and which causes bodily injury or death to the Insured.
- 43) **Use of the item** means the state when the Insured has the item at his disposal and can actually use its useful properties.
- 44) **Object** is a material thing.
- 45) **Homeland** is the Czech Republic, or the country of permanent residence of the insured.
- 46) **Vehicle** means a motor vehicle, non-motor vehicle or tram. Motor vehicle means a non-rail vehicle propelled by its own power unit, including motor vehicles used as working machines (e.g. garden tractor, e-scooter), electric vehicles, segway cars, etc., and trolleybuses. Non-motorised vehicle means a vehicle that moves by human or animal power, such as a bicycle including an electric bicycle, a handcart or a covered vehicle.
- 47) **Destruction of an item** means such damage that cannot be repaired economically and the item can no longer be used for its original or similar purpose.
- 48) **Loss of property** means a state when You or the injured party has lost the ability to dispose of the property independently of his/her will, including theft of the property.
- 49) **Environmental pollution** means damage to the environment or its components (e.g. contamination of soil, rocks, air, surface and groundwater, living organisms - flora and fauna). The damage caused by environmental pollution is also considered to be consequential damage which is causally linked to the environmental pollution (e.g. death of fish and animals as a result of contamination of waters, destruction of crops as a result of contamination of soil, loss of profit). Contamination means contamination, pollution or other deterioration in the quality, suitability or quality of particular components of the environment.

# Information on Personal Data Processing

Kooperativa Insurance Company (Kooperativa pojišťovna, a.s.), Vienna Insurance Group, IČO (ID no.): 47116617, with its registered office at Pobřežní 665/21, 186 00 Prague 8, entered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 1897 (hereinafter referred to as "we") considers the protection of personal data to be an integral part of its obligations towards its clients. That is why we pay due attention to protecting personal data, and we act in accordance with legal regulations when ensuring personal data protection.

In this document, you will find information about what personal data we process in relation to individuals in the case of framework insurance contracts signed between us and a co-operating bank, to which you may accede as the insured, and in connection with it. You will find information here on whether we process personal data on the basis of your consent, or on another legal basis (reason), for what purposes we process the data, to whom we may transfer it, and what rights you have in relation to the processing of your personal data. Please therefore consider this document as an important source of information on how we process your personal data.

This Information Sheet for framework contracts governs the processing of the personal data of the insured and third parties both for life insurance (in particular repayment capacity insurance) and non-life insurance (in particular travel insurance and personal effects and card insurance). This Information Sheet for general contracts does not apply to the processing of personal data in the case of individual contracts, where a separate Information Sheet on personal data protection applies.

## A. What personal data do we process?

We process the following data:

- Identification data, which means, in particular, name, surname, title, permanent address, rodné číslo (Czech birth number) if applicable or else date of birth, and in the case of life insurance also place and country of birth, citizenship, number and validity of identity card, sex
- Contact details, which means personal data enabling us to contact you, in particular contact address, telephone number, e-mail address, etc.
- Data in regard to health and genetics, which means information about the physical and mental health, including data on the provision of medical services indicative of your health, and genetic data from medical records provided, including in particular your predisposition towards various diseases and illnesses
- Data for assessing the needs and determining the suitability of insurance, which means information about your needs and requirements
- Data on the use of services, which means in particular data on the arrangement and use of our services, records of e-mail communication and records of telephone calls, etc.

## B. Why do we process personal data, and what does it entitle us to?

In the context of insurance operations, we process personal data for various purposes and to different extents, either:
on the basis of your consent, or without your consent on the basis of our legitimate interest, for the purpose of complying with legal obligations, or on the basis of necessity for the determination, defence and exercise of legal claims.

Whether we require your consent depends on the specific processing involved and what your position is in relation to us. You may be in the position of the insured, i.e. the person for whose insurance risk the insurance contract is concluded, or you may be a third party, such as a beneficiary to whom the insurance claim will be paid in the event of a claim settlement.

# B.1 Processing sensitive personal data

## Processing the sensitive data of the insured

If you are insured, in order to be able to arrange insurance for you and subsequently settle a claim or amend the insurance, we need to know your health and genetic data to the necessary extent. We process this data for various purposes either on the basis of your express consent or on the basis of necessity for the establishment, exercise or defence of legal claims.

### Processing sensitive personal data on the basis of your consent

We process your health and genetic data in the case of repayment capacity insurance on the basis of your express consent, which you give us for the purposes of:

- offering and accepting insurance (in other words, so that we can tailor the insurance to your requirements and needs),
- assessing your eligibility for insurance (in other words, in order to evaluate your health in relation to the risk of an insured event, both at the time of taking out the insurance and at the time of changing insurance),
- reinsurance (in other words, so that we can pass on your health and genetic data to the reinsurer, i.e. the company with which we have shared the insurance risk and which will bear part of the claim costs in the event of an insured event).

On the basis of your consent, we process this data for the duration of the process of signing you up to the insurance and for the duration of the insurance.

This consent is voluntary, but it is required in order to be signed up for the insurance. You can withdraw this consent at any time. Withdrawing your consent does not affect the lawfulness of the processing of your health and genetic data up to the moment of withdrawal.

You may withdraw your consent at any time by writing to Kooperativa pojišťovna, a.s., Vienna Insurance Group, Brněnská 634, 664 42 Modřice, or by sending a copy of the document with your signature to the e-mail address info@koop.cz. To withdraw your consent, you can use the form "Withdrawal of consent to the processing of health and genetic data", which is available at our website www.koop.cz in the section "About Kooperativa Insurance Company".

You can also receive information on consent withdrawal by using our client line on +420 957 105 105 or by e-mailing info@koop.cz.

### Processing sensitive personal data without your consent

We process your health and genetic data to the necessary extent without your consent on the basis of necessity for the establishment, exercise or defence of legal claims, specifically for the purposes of:

- claim settlement (in other words, to enable us to provide insurance benefits in the event of an insurance claim),
- the administration and termination of insurance (in other words, to enable us to use your health and genetic data for the processing of your claims after you have been admitted to insurance), except for changes to insurance involving an assessment of eligibility for insurance, which we carry out on the basis of your consent,
- the prevention and detection of insurance fraud and other illegal acts (in other words, to prevent damage that we may incur as a result of insurance fraud),
- protecting our legal claims (in other words, to defend our legal claims in judicial, extrajudicial or enforcement proceedings).

For these purposes, we keep your health and genetic data for as long as necessary to exercise the rights and obligations arising from the insurance (i.e. for the duration of the insurance) and for the duration of the limitation period (of a maximum of 15 years from the end of the insurance) for claims arising from or related to the insurance, extended by a further one year to protect our legal claims. In the event that judicial, administrative or other proceedings are initiated, we will process your personal data to the extent necessary for the duration of such proceedings.

## B.2 Processing other personal data (i.e. excluding sensitive personal data)

### Processing the personal data of the insured

**Processing without your consent – on the basis of our legitimate interests**

On the basis of our legitimate interests, we process your identification and contact details, data for assessing your needs and for determining the suitability of insurance and data on the use of services, for the purposes of:

- offering and accepting insurance (in other words, so that we can tailor the insurance to your requirements and needs), where our legitimate interest is the proper setting up and performance of contractual relations,
- assessing your eligibility for insurance (in other words, in order to evaluate all the circumstances in relation to the risk of an insured event), where our legitimate interest is to assess and manage risks in relation to the insured,
- to ensure the proper setting up and performance of contractual and related relationships with the insured, where our legitimate interest is to ensure the proper operation of our insurance activities (e.g. to maintain our internal records, conduct satisfaction surveys),
- the administration and termination of insurance (in other words, to enable us to deal with your insurance-related requests), where our legitimate interest is the proper setting up and performance of the contractual relationship,
- statistics and pricing (in other words, to enable us to estimate insurance risk more accurately on the basis of your data), where our legitimate interest is to evaluate and manage risk,
- reinsurance (in other words, so that we can pass on your health and genetic data to the reinsurer, i.e. the company with which we have shared the insurance risk and which will bear part of the claim costs in the event of an insured event), where our legitimate interest is in spreading risks and protecting solvency,
- settlement of a claim (in other words, to enable us to provide insurance benefits in the event of an insurance claim), where our legitimate interest is the proper setting up and performance of contractual relations,
- the protection of our legal claims (in other words, in order to defend our legal claims in judicial, extrajudicial or enforcement proceedings), where our legitimate interest is the prevention of damage on our part,
- the prevention and detection of insurance fraud and other wrongful acts (in other words, to prevent damage that may be caused to us as a result of insurance fraud), where our legitimate interest is to prevent insurance fraud from occurring and to prevent damage from occurring.

We retain personal data for these purposes for as long as necessary to exercise the rights and obligations arising from the insurance and for the duration of the limitation period (of a maximum of 15 years from the termination of the insurance) for claims arising from or related to the insurance, extended by a further one year to protect our legal claims. In the event that judicial, administrative or other proceedings are initiated, we will process your personal data to the extent necessary for the entire duration of such proceedings.

You have the right to object to this processing as described in more detail in the section "Right to object to processing". If you exercise your right to object to the processing of your personal data, we are obliged not to further process your personal data for that particular purpose unless we determine, as part of our investigation of your objection, that we have compelling legitimate grounds for such processing.

**Processing without your consent – on the basis of complying with legal obligations**

As an insurance company, we also have to comply with certain statutory obligations. If we process your personal data for this reason, we do not need to obtain your consent for such processing.

On this legal basis, we process your identification, contact data, needs assessment data and insurance suitability data in order to comply with the following laws in particular:

- Act no. 277/2009 Coll. on insurance (this act sets out the conditions for the performance of insurance activities and imposes an obligation on insurance companies to inform each other of the facts relating to the insurance and the persons involved in the insurance in order to prevent and detect insurance fraud and other illegal acts),

- Act no. 170/2018 Coll. on insurance and reinsurance distribution (this act obliges us, in particular, to monitor compliance with the obligations of insurance intermediaries, and for this purpose we may contact you to obtain your feedback regarding the insurance negotiation process),
- Act no. 69/2006 Coll. on the implementation of international sanctions (this act imposes the obligation to verify that the client is not subject to international sanctions),
- and in the case of repayment capacity insurance, also for reasons of compliance:
- Act no. 253/2008 Coll. on selected measures against the legitimisation of proceeds of crime (this act imposes the obligation to identify and check clients),
- Act no. 164/2013 Coll. on international co-operation in tax administration (this act imposes the obligation to exchange information on persons who are subject to tax obligations in another country with other financial institutions).

We retain personal data for these purposes for the period of time for which we are required to process it by law, i.e. for a maximum of 10 years from the date of termination of the insurance. Because we are required by law to process this data, you cannot object to this processing, nor can you withdraw your consent: we are obliged to process this data.

## Processing the personal data of third parties

### Processing the personal data of third parties on the basis of other legitimate interests

We further process identification and contact data on the basis of a legitimate interest without their consent of:

- beneficiaries for the purposes of settling insurance claims, protecting our legal claims and preventing and detecting insurance fraud and other unlawful acts and ensuring the proper establishment and performance of contractual and related relationships with the insured or the beneficiary (in other words, to ensure that we pay the insurance claim to the correct person in the event of an insurance claim), where our legitimate interest is to prevent damage on our side,
- persons authorised to represent the insured for the purposes of offering and accepting insurance, administering and terminating insurance, settling insurance claims, protecting our legal claims, preventing and detecting insurance fraud and other illegal acts, where it is in our legitimate interest to ensure the proper conduct of our insurance business and to prevent damage to us,
- doctors and authorised health service providers who maintain or provide medical records of the insured for the purposes of offering and accepting insurance, assessing eligibility for insurance and settling claims, where it is in our legitimate interest to ensure the proper conduct of our insurance business.

We retain personal data for these purposes for as long as necessary to exercise the rights and obligations arising from the insurance and for the duration of the limitation period (of a maximum of 15 years from the termination of the insurance) for claims arising from or related to the insurance, extended by a further one year to protect our legal claims. In the event that judicial, administrative or other proceedings are initiated, we will process the personal data of third parties to the extent necessary for the entire duration of such proceedings.

If you are one of the above-mentioned persons, you have the right to object to this processing as described in more detail in the section "Right to object to processing". If you exercise your right to object to the processing of your personal data, we are obliged not to further process your personal data for that particular purpose unless we determine, as part of our investigation of your objection, that we have compelling legitimate grounds for such processing.

### Processing the personal data of third parties on the basis of complying with legal obligations

We also process the personal data of third parties in order to comply with legal obligations imposed on us by the following laws in particular:

- Act no. 277/2009 Coll. on insurance (this act sets out the conditions for the performance of insurance activities and imposes an obligation on insurance companies to inform each other of the facts relating to the insurance and the persons involved in the insurance in order to prevent and detect insurance fraud and other illegal acts),

- Act no. 170/2018 Coll. on insurance and reinsurance distribution (this act obliges us, in particular, to monitor compliance with the obligations of insurance intermediaries, and for this purpose we may contact you to obtain your feedback regarding the insurance negotiation process),
- Act no. 69/2006 Coll. on the implementation of international sanctions (this act imposes the obligation to verify that the client is not subject to international sanctions),
- and in the case of repayment capacity insurance, also for reasons of compliance:
- Act no. 253/2008 Coll. on selected measures against the legitimisation of proceeds of crime (this act imposes the obligation to identify and check clients),
- Act no. 164/2013 Coll. on international co-operation in tax administration (this act imposes the obligation to exchange information on persons who are subject to tax obligations in another country with other financial institutions).

We retain personal data for these purposes for the period of time for which we are required to process it by law, i.e. for a maximum of 10 years from the date of termination of the insurance. Because we are required by law to process this data, you cannot object to this processing, nor can you withdraw your consent: we are obliged to process this data.

## C. Who processes your personal data and to whom do we transfer it?

All the personal data mentioned above is processed by us as the controller. This means that we determine the above defined purposes for which we collect your personal data, determine the means of processing and are responsible for its proper execution.

We also use the services of other processes in order to process this personal data, and they process this data on our instructions. Such processors include, in particular:

- external printers where they process personal data for the purposes of printing and sending out correspondence relating to insurance, i.e. for our internal administrative purposes,
- lawyers and debt recovery companies where they process personal data for the purpose of defending our legal claims,
- external claims handlers where they process personal data for the purpose of settling insurance claims,
- assistance service providers where they process personal data for the purposes of administering and terminating the insurance policy and settling claims,
- contractual doctors where they process health data for the purpose of settling insurance claims
- providers of information systems and technical infrastructure where they manage internal systems for the management of personal data for internal administrative purposes,
- other insurance companies who undertake processing for us through outsourcing under the relevant cost-sharing agreement.

We may also transfer your personal data to other entities that are in the role of controller. These include, in particular, reinsurers, i.e. companies with whom we have shared the insurance risk and who will bear part of the claim costs in the event of an insurance claim, or other insurance companies in order to share the insurance risk with them as well.

As we may change the processors and reinsurers we involve in processing, you can find a current list of them on our website, www.koop.cz, in the section "About Kooperativa Insurance Company".

At the same time, we may also transfer personal data to the Czech Insurance Association (Company ID no.: 49624024) and other insurance companies in the context of fulfilling our obligations to prevent and detect insurance fraud pursuant to Act No. 277/2009 Coll. on insurance, and to the extent necessary to companies auditing our activities. Furthermore, we are obliged to transfer processed personal data to government authorities, courts, law enforcement authorities and supervisory authorities if they ask us to do so.

## D. From what sources do we obtain personal data?

We most frequently process personal data that PPF banka a.s. as policyholder has provided to us upon accession to insurance or other contact. We also process data that we obtain directly from you.

We obtain most of your personal data through completed forms, the agreement on accession to the master insurance contract, or telephone calls. For example, when offering and accepting insurance, during its administration, and when handling insured events.

We obtain information about your health primarily from the health questionnaire, insurance claim reports and medical documentation (medical reports).

In addition, we also obtain and further process personal data to a limited extent from publicly accessible sources including public records (in particular the public register and insolvency register), plus data published by you on the internet, and we always do so in accordance with legal requirements.

Another source of personal data may be other entities if a special regulation so provides (e.g. Section 129b of Act no. 277/2009 Coll. on insurance) or if you give your consent to another entity to transfer your personal data.

## E. What are your rights in the processing of your personal data?

Just as we have rights and obligations when processing your personal data, so you also have certain rights when your personal data is being processed. These rights include:

### Right of access

Put simply, you have the right to know what data we process about you, for what purpose, for how long, where we obtain your personal data, to whom we transfer it, who processes it besides us, and what other rights you have in relation to the processing of your personal data. You have learned all of this in this Information Sheet for Framework Contracts. However, if you are unsure which personal data we process about you, you can ask us to confirm whether or not personal data relating to you is processed by us and, if so, you have the right to access that personal data. As part of your right of access, you can ask us for a copy of the personal data we are processing, and we will provide you with the first copy free of charge and subsequent copies at a charge.

### Right to rectification

It's human to make mistakes. If you discover that the personal data we process about you is inaccurate or incomplete, you have the right to have it rectified or completed without undue delay.

### Right to erasure

In some cases, you have the right to have us erase your personal data. We will erase your personal data without undue delay if one of the following reasons is met:

- We no longer need your personal data for the purposes for which we processed it,
- you withdraw your consent to the processing of your personal data, where the data is data for which your consent is necessary and we have no other reason why we need to continue to process it (for example, to defend our legal claims),
- you exercise your right to object to processing (see "Right to object to processing" below) for personal data that we process on the basis of our legitimate interests and we find that we no longer have such legitimate interests to justify such processing; or

- it appears that the processing of personal data by us is no longer in accordance with generally binding regulations.

But please note that even if one of these reasons applies, this does not mean that we will immediately erase all your personal data. This right does not apply if the processing of your personal data is still necessary for:

- to comply with our legal obligation (see the section "Processing without your consent" above),
- for archiving purposes, scientific or historical research or statistical purposes, or for the establishment, exercise or defence of our legal claims (see the section "Processing without your consent" above).

## Right to restriction of processing

In some cases, in addition to the right to erasure, you may exercise the right to restrict the processing of personal data. This right allows you in certain cases to request that your personal data be labelled and not subject to any further processing operations – in this case, however, not forever (as in the case of the right to erasure), but for a limited period of time. We must restrict the processing of personal data when:

- you dispute the accuracy of the personal data before we agree what data is correct,
- we process your personal data without a sufficient legal basis (e.g. beyond what we need to process), but you would prefer to restrict such data rather than erase it (e.g. if you expect to provide us with such data in the future anyway),
- We no longer need your personal data for the above processing purposes but you require it for the establishment, exercise or defence of your legal claims; or
- you raise an objection to the processing. The right to object is described in more detail in the section "Right to object to processing" below. We are obliged to restrict the processing of your personal data for the period of time that we are investigating whether your objection is justified.

## Right to portability

You have the right to obtain from us all of your personal data that you yourself have provided to us and that we process on the basis of your consent (see the section "Processing on the basis of consent" above) and on the basis of performing the contract. We will provide you with your personal data in a structured, commonly used and machine-readable format. In order to be able to easily transfer the data at your request, it may only be data that we process automatically in our electronic databases. Therefore, we cannot always and under all circumstances transfer to you in this form all the data that you have supplied using our forms (for example, your handwritten signature).

## Right to object to processing

You have the right to object to the processing of personal data that is based on our legitimate interests (see above under "Processing without your consent – on the basis of our legitimate interests"). We will stop processing your personal data if we do not have compelling legitimate grounds to continue such processing.

## Right to lodge a complaint

The exercise of your rights as set out above is without prejudice to your right to lodge a complaint with the Data Protection Authority in the manner set out in the section "How can I exercise individual rights?" below. You can exercise this right in particular if you believe that we are processing your personal data unlawfully or in violation of generally binding legal regulations.

## F. How can I exercise individual rights?

You can contact our Data Protection Officer for all matters related to the processing of your personal data, whether it is an enquiry, exercising a right, lodging a complaint or anything else. Up-to-date contact information is available on our website www.koop.cz in the "About Kooperativa Insurance" section.

You can contact the Data Protection Officer using any of the following means:

- by e-mail at: dpo@koop.cz,
- in writing at the address: Pobřežní 665/21, Karlín, Prague 8, 186 00,
- you can also receive information on options for contacting the Data Protection Officer by calling our Client Line on +420 957 105 105.

We will process your request without undue delay, but within one month at most. In exceptional cases, in particular where your request is a complex one, we are entitled to extend this period by a further two months. We will, of course, inform you of any such extension and the reasons for it.

### Form to exercise your rights

To make it even easier for you to exercise your rights, you can use the forms available on our website www.koop.cz in the section "About Kooperativa Insurance Company".

### Filing a complaint with the Office for Personal Data Protection

You can file a complaint against our processing of personal data with the Office for Personal Data Protection, which is located at Pplk. Sochora 27, 170 00 Prague 7.

For more information and news in the area of personal data protection, please visit our website www.koop.cz in the section "About Kooperativa Insurance Company". You will also always find the most up-to-date version of this document there.