

**GENERAL TERMS AND CONDITIONS FOR TRAVEL INSURANCE AND ASSISTANCE  
SERVICES**

**Contents**

|  |    |
|--|----|
| Introductory Clause .....  | 4  |
| General Provisions .....   | 4  |
| Article 1 Definitions .....  | 4  |
| <b>Article 2 Types of Insurance</b> .....  | 9  |
| Article 3 Territorial Validity .....   | 9  |
| Article 4 Conclusion of an Insurance Contract and Inception of Insurance.....                                      | 10 |
| Article 5 Conclusion of an Insurance Contract by Means of Remote Communication and<br>Inception of Insurance ..... | 11 |
| Article 6 Time Specification.....  | 12 |
| Article 7 Legal Relationships .....  | 12 |
| Article 8 Change and Expiry of Insurance .....   | 12 |
| Article 9 Payment and Amount of Premium.....   | 14 |
| Article 10 Limit of Insurance Benefits, Franchise and Deductible .....   | 14 |
| Article 11 Subrogation .....   | 15 |
| Article 12 Insurance Benefits .....  | 15 |
| Article 13 Reduction, Refusal and Rejection of Payment of Insurance Benefits.....                                  | 16 |
| Article 14 Exclusions from Insurance.....  | 16 |
| Article 15 Duties of the Policyholder and of the Insured .....   | 17 |
| Article 16 Duties of the Insurer.....  | 18 |
| Special Provisions .....   | 19 |
| MEDICAL EXPENSES INSURANCE .....   | 19 |
| Article 17 Object of insurance.....  | 19 |
| Article 18 Insured Event.....  | 19 |
| Article 19 Insurance Benefits and Refusal to Pay Benefits .....  | 19 |
| Article 20 Exclusions from Insurance.....  | 22 |
| Article 21 Duties in Case of an Insured Event.....   | 24 |
| Article 22 Extent of Basic Assistance Services.....  | 24 |
| ACCIDENT INSURANCE .....   | 25 |
| Article 23 Object of insurance.....  | 25 |

|   |    |
|---|----|
| Article 24 Insured Event.....                                   | 25 |
| Article 25 Payment of Insurance Benefits.....                   | 26 |
| Article 26 Exclusions from Insurance.....                       | 27 |
| Article 27 Reduction of Benefits .....                          | 28 |
| Article 28 Duties in Case of an Insured Event.....              | 28 |
| BAGGAGE INSURANCE.....  | 29 |
| Article 29 Object of insurance.....                             | 29 |
| Article 30 Insured Event.....                                   | 29 |
| Article 31 Payment of Insurance Benefits.....                   | 30 |
| Article 32 Exclusions from Insurance.....                       | 30 |
| Article 33 Duties in Case of an Insured Event.....              | 31 |
| THIRD PARTY LIABILITY INSURANCE.....                            | 32 |
| Article 34 Object of insurance.....                             | 32 |
| Article 35 Insured Event and Scope of Coverage .....            | 32 |
| Article 36 Insurance Benefits .....                             | 33 |
| Article 37 Exclusions from Insurance.....                       | 33 |
| Article 38 Duties in Case of an Insured Event.....              | 34 |
| Article 39 Title of the Insurer to Refund of Paid Benefits..... | 34 |
| CANCELLATION FEES INSURANCE.....                                | 35 |
| Article 40 Object of Insurance.....                             | 35 |
| Article 41 Insured Event.....                                   | 35 |
| Article 42 Payment of Insurance Benefits.....                   | 36 |
| Article 43 Exclusions from Insurance.....                       | 36 |
| Article 44 Duties in Case of an Insured Event.....              | 37 |
| CANCELLATION FEES INSURANCE "SPECIAL" .....                     | 38 |
| Article 45 Object of insurance.....                             | 38 |
| Article 46 Insured Event.....                                   | 38 |
| Article 47 Payment of Insurance Benefits.....                   | 39 |
| Article 48 Exclusions from Insurance.....                       | 39 |
| Article 49 Duties in Case of an Insured Event.....              | 40 |
| UNUSED TRIP (TRIP INTERRUPTION/DELAY) INSURANCE .....           | 40 |
| Article 50 Object of Insurance.....                             | 40 |
| Article 51 Insured Event.....                                   | 40 |
| Article 52 Payment of Insurance Benefits.....                   | 41 |

|  |    |
|--|----|
| Article 53 Duties in Case of an Insured Event.....                   | 42 |
| ADDITIONAL ASSISTANCE SERVICES INSURANCE.....                        | 42 |
| Article 54 Object of insurance.....                                  | 42 |
| Article 55 Insured Event.....  | 43 |
| Article 56 Scope of Insurance and Payment of Insurance Benefits..... | 43 |
| Article 57 Assistance Excluded from Insurance Benefits.....          | 44 |
| INSURANCE OF DELAY OF FLIGHT OR DELAY OF MEANS OF TRANSPORT .....    | 45 |
| Article 58 Object of insurance.....                                  | 45 |
| Article 59 Insured Event.....  | 45 |
| Article 60 Payment of Insurance Benefits.....                        | 45 |
| Article 61 Exclusions from Insurance.....                            | 45 |
| Article 62 Duties in Case of an Insured Event.....                   | 46 |
| INSURANCE OF RESCUE ACTIONS COSTS .....                              | 46 |
| Article 63 Object of insurance.....                                  | 46 |
| Article 64 Insured Event and Payment of Insurance Benefits.....      | 46 |
| Article 65 Exclusions from Insurance.....                            | 47 |
| Article 66 Duties of the Insured.....                                | 47 |
| Article 67 Duties in Case of an Insured Event.....                   | 48 |
| CONCLUDING PROVISIONS .....  | 48 |
| Article 68 Provision of Assistance Services .....                    | 48 |
| Article 69 Form of Legal Acts, Delivery of Documents.....            | 48 |
| Article 70 Dealing with Complaints.....                              | 49 |

## Introductory Clause

These General Terms and Conditions for Travel Insurance and Assistance Services (hereinafter „GTC-T) apply to travel insurance and assistance services provided by Allianz – Slovenská poisťovňa, .a.s, which are, in addition to present GTC-T, governed also by relevant provisions of the Civil Code as latest amended (hereinafter “CC”), provisions of related generally binding legal enactments and provisions of Special Policy Conditions relevant for the tariff agreed in the insurance contract (hereinafter “SPC”).

Special provisions of present GTC-T in respect of issues regulated differently than in General Provisions of present GTC-T have precedence over General Provisions of present GTC-T.

## General Provisions

### Article 1 Definitions

1. **Assistance Company:** contractual partner of the Insurer which provides uninterrupted assistance services. Identification and contact details of the Assistance Company are published at the Insurer’s web site.
2. **Luggage compartment:** closable space intended primarily for storage of baggage which is not a part of the space intended for passenger transport.
3. **Near Relative:** direct relative, sibling, spouse, parents of spouse, spouse of daughter and/or son, spouse of sibling, sibling of spouse; a relative shall be also an unwed partner, provided he/she is provably living in common household with the insured person
4. **Valuables:**
  - a) jewellery, precious stones, pearls
  - b) personal belongings of gold or other precious or noble metals
  - c) watches
  - d) fur coats and furs.
5. **Travel Service:** basic service, especially travel package as defined in generally binding legal enactments, accommodation and transport or a combination of these services. Travel service shall be also an auxiliary service connected with the insured trip, if they have been bought from the provider of services or bindingly booked simultaneously with the basic service on one purchase document (e.g. boarding, ski-pass, wellness etc.). Maximum period of consummation of a travel service shall be for the purpose of present GTC-T limited by the inception of insurance and expiry of insurance as defined in the insurance contract, even if the consummation of the travel service has been agreed with the provider of the service for a longer time than the policy period defined in the insurance contract.

6. **Waiting period:** a period which starts on the day defined by present GTC-T as the inception of cancellation fees insurance; the waiting period is 14 days.
7. **Member States:** member states of the European Union, member states of the European Economic Area Agreement and the Swiss Confederation.
8. **Electronic and optical devices:**
  - a) electronic devices: portable devices of audio-visual technology, devices intended for recording and transfer of data or reproduction of sound and/or images, computing technology – i.e. portable computer, its peripheral devices and accessories, mobile phones, satellite navigation GPS devices,
  - b) optical devices: still cameras, video-cameras, movie or projection technology, binoculars, including accessories.
9. **Epidemic:** sudden and in-mass occurrence and spreading of a disease at a specific locality and in a specific time, if such state has been confirmed by a declaration of a competent government or international authority.
10. **Franchise:** an agreed sum of money up to the amount of which the Insurer shall not pay any insurance benefits. If the claim exceeds the franchise, the Insurer shall pay the whole amount of benefits.
11. **Mountain Region:** territory on which the mountain service is carrying out rescue activities in compliance with Mountain Rescue Service Act No. 544/2002 Coll., as later amended; in case the Insured trip takes place outside the Slovak Republic (hereinafter "SR"), a mountain region shall mean a mountainous area of the visited country where a rescue service is carrying out rescue activities.
12. **Mountain Service:** Mountain Rescue Service according Mountain Rescue Service Act No. 544/2002 Coll., as later amended.
13. **Ionising radiation or contamination by radioactivity:** radiation or contamination from any nuclear fuel or any nuclear waste which originated due to burning of nuclear fuel, (or) due to toxic, explosive or other dangerous properties of any nuclear equipment or any of its nuclear parts.
14. **Burglary:** taking possession of an insured item by overcoming of an obstacle.
15. **Robbery:** taking possession of an insured item by an offender by using violence or threat of immediate violence against the Insured.
16. **Beneficiary:** person defined pursuant CC, who, in case of an insured event "death of the insured", is entitled to insurance benefits.
17. **Personal Belongings:** usual personal needments of the Insured which the Insured takes along to the insured trip or provably buys during the insured trip.
18. **Pandemic:** extensive epidemic with uncertain time limitation and practically without territorial limitation at the (specific) locality, affecting a large number of people at an extensive territory. declared by the World Health Organisation (WHO) as pandemic phase 4.
19. **Coastal zone:** a zone at sea up to 3 nautical miles from the coast.
20. **Insured Trip:** a trip of the Insured performed within the territorial validity of insurance during the policy period agreed in the insurance contract.

21. **Insured:** the person indicated as such in the insurance contract.
22. **Policy Period :** period of time specified in the insurance contract by inception and expiry of insurance during which the insurance is in force. The provision specified in the previous sentence does not apply to cancellation fees insurance and cancellation fees insurance "Special". Policy period for the purpose of cancellation fees insurance and cancellation fees insurance "Special" shall mean the period of time specified by present GTC-T, during which cancellation fees insurance or cancellation fees insurance "Special" is in force, and for which premium is paid.
23. **Insured Event:** any accidental loss event, resulting according present GTC-T and relevant SPC in the obligation of the Insurer to pay insurance benefits.
24. **Policyholder:** natural person or legal entity that concluded the insurance contract with the Insurer and has the obligation to pay premium.
25. **Insurer:** Allianz - Slovenská poisťovňa, a.s., Dostojevského rad 4, 815 74 Bratislava, company identification number 00 151 700, VAT identification number SK2020374862, registered at the Commercial Register of the District Court Bratislava I, section Sa, annex 196/B, web site of the Insurer: [www.allianzsp.sk](http://www.allianzsp.sk).
26. **Service provider:** a tour operator, travel agency or entrepreneur providing or mediating any travel service as defined by generally binding legal enactments, including foreign service providers licensed to carry out such activities.
27. **Repatriation:** transport of the Insured, his/her near relatives or his/her remains to the Slovak Republic (thereinafter "SR"), or, upon an agreement with the Insurer or with the Assistance Company, to another Member State.
28. **High-Risk Group:** contains sports, activities or work as defined in the Table – High Risk Groups for the purpose of travel insurance, effective on the date of preparation of an insurance contract proposal. If the Table – High Risk Groups contains the text: "with the exception of provably single rides of recreational character", this shall mean only rides of recreational character purchased during the insured trip and performed during one day within the insured trip. The Insurer shall apply a premium surcharge for the coverage of a high-risk group. The Table – High Groups for the purpose of travel insurance forms an inseparable part of present GTC-T and is at Policyholder's disposal at Insurer's web site as well as points of sale of the Insurer. Several high-risk groups may be created for the purpose of travel insurance.
29. **Travel Companion:** person who bought the trip with the aim to travel together with the Insured and is insured by the same insurance contract as the Insured, or is specified in the same document proving simultaneous purchase or binding reservation of a Travel Service.
30. **Deductible:** the share agreed in the contract with which the Insured participates in the provided insurance benefits.
31. **Loss (of property):** termination of the ability of the Insured to dispose of an insured item, independently from his/her will.
32. **Cancellation Fee:** a fee demanded by a Service Provider in case of cancellation of a Travel Service by the customer who ordered the Travel Service or in case of

replacement of a user of the ordered service by the customer who ordered the Travel Service.

33. **Loss event:** a circumstance which could be reason for the onset of the obligation to pay insurance benefit by the Insurer and which occurs within the duration of insurance.
34. **Sports equipment:** items (outfit, protective means etc.) including their accessories , used to carry out sports activities, including sports and activities belonging to the High-Risk Group if insurance of a High-Risk Group (sport/activity) has been agreed in the insurance contract.
35. **Technical (actual cash) value:** initial value (replacement value) reduced by amortisation or other depreciation.
36. **Act of terrorism:** any act including the use of force or threat of the use of force or violence by any person, a group or groups of persons, operating independently or in the name of or in connection with any organisation, performed with political, religious or ideological aims, including the aim to influence any government or intimidate the public .
37. **Internal unrest:** civil war, revolt, civil disturbance taking on the scale of a civil uprising, military revolt, insurrection, rebellion, revolution, martial law or state of siege or any incident or cause that leads to the declaration or maintenance of martial law or a state of siege, seizure for military purposes, requisition or nationalisation.
38. **War events:** war, invasion, acts of foreign adversary, inhospitable acts or warlike operations regardless of whether war was declared or not.
39. **Competitive sport:** sport carried out for the purpose of competition, i.e. active participation in races, competitions, including participation in training, training camps – by professional, non-professional or not-registered sportsmen.
40. **Rescue activities:** activities of a Mountain Rescue Service connected with search and rescue of the Insured in emergency situation, provision of first aid to the Insured in an emergency situation and his/her transportation to the nearest means of transport of a health-care centre or to a health-care centre; in case the insured trip takes place outside the SR, rescue activities are defined as search and rescue of the Insured in an emergency situation.
41. **Rescue service:** an entity which, in compliance with a valid legal enactment of the respective country, is authorised to carry out rescue activities in this country.
42. **Neglected dental preventive care:** situation when the Insured did not take a preventive check-up at a dentist during the calendar year until the day preceding the day of occurrence of a Loss Event or in the calendar year immediately preceding the calendar year in which the Loss Event occurred.
43. **Payment of premium:** payment of premium shall be if the respective amount of premium stated in the Insurance Contract or Insurance Contract Proposal is:
  - a) Handed over to an authorised representative of the Insurer in cash
  - b) transferred by a payment operation to the bank account of the Insurer if the premium has been eventually credited to the Insurer's account due to such payment operation,

- c) transferred by means of a postal payment order at a post license holder to an Insurer's payment account, if the premium has been eventually credited to the Insurer's account based on the payment order,
- d) handed over or transferred to a service provider whom the Insurer authorised to accept premium payments in the manner specified under items a) to c) of this paragraph, regardless of the fact if the insurance is contracted as a part of a Travel Service or independently.

The moment of premium payment shall be the day on which the Policyholder hands over the premium in cash to the Insurer or a person authorised by the Insurer or the day, hour and minute when instruction for a payment operation is given or when a postal payment order is submitted.

- 44. **Winter sports:** skiing including skiing on grass, cross-country skiing including skiing on roller-skis, snowboarding, sledge-riding, bob-riding, snow-tubing; if carried out on marked and operated skiing slopes, marked tracks and/or at places designated for such activities. Furthermore, winter sports shall be also recreational skating on ice or other sliding surface designated for skating.
- 45. **Considerable damage:** damage exceeding the amount of EUR 26,600; any damage requiring immediate measures to be taken for the purpose of preventing its further increase, of its mitigation or removal of debris shall also be deemed considerable damage.
- 46. **Natural perils:** fire, explosion, strike of lightning, windstorm, hail, flood, inundation, landslide, avalanche, fall of objects, earthquake, volcanic eruption.
  - a) **Fire:** fire in form of a flame, which is undesirably and uncontrollably spreading outside the intended fire site, or which has left the intended site
  - b) **Explosion:** sudden destructive force of pressure due to the expansion of gases or vapours.
  - c) **Strike of lightning:** the immediate transfer of the energy of lightning or of the heat of its discharge to the insured item that leaves traces on them or if its effect and consequences may be without doubt identified by technical means.
  - d) **Windstorm:** a flow of air reaching a speed of at least 75km/hour.
  - e) **Hail:** a phenomenon by which pieces of ice form in the atmosphere.
  - f) **Flood:** flooding of an area by water that naturally overflowed the banks of surface waters, or which burst its banks. In case of a dyke-enclosed water flow, the dyke shall be regarded as the bank of the water flow.
  - g) **Inundation:** creation of an unbroken sheet of water standing or flowing for a certain period, which was caused by natural effects.
  - h) **Landslide:** sudden slide or collapse of earth, soil or rocks.
  - i) **Avalanche:** sliding of a snow or ice sheet from natural slopes.
  - j) **Fall of objects:** fall of trees, masts or other objects having the characteristics of free fall caused by Earth gravitation.
  - k) **Earthquake:** tremors of the Earth surface caused by geophysical processes inside the Earth, the effects of which reached at least Grade 6 of the macro-seismic earthquake scale EMS 98 (European Macro-seismic Scale), including accompanying effects (e.g. tsunami etc.).



- a. **Volcanic eruption:** release of pressure during opening of a crevice in the Earth crust, associated with the discharge of lava or ash eruption or discharge of other materials and gases.

## **Article 2 Types of Insurance**

1. The following (types of insurance) may be agreed according present GTC-T:
  - a) Insurance of medical expenses abroad (Art. 17 to 22 of present GTC-T)
  - b) Accident insurance (Art. 23 to 28 of present GTC-T)
  - c) Baggage insurance (Art. 29 to 33 of present GTC-T)
  - d) Liability insurance (Art. 34 to 39 of present GTC-T)
  - e) Cancellation fees insurance (Art. 40 to 44 of present GTC-T)
  - f) Cancellation fees insurance "Special" (Art. 45 to 49 of present GTC-T)
  - g) Unused trip (trip interruption/delay) insurance (Art. 50 to 53 of present GTC-T)
  - h) Additional assistance services insurance (Art. 54 to 57 of present GTC-T)
  - i) insurance of delay of flight and of delay of other means of transport (Art. 58 to 62 of present GTC-T)
  - j) Insurance of rescue costs (Art. 63 to 67 of present GTC-T)  
if not agreed otherwise (in the contract).
2. Insurance (types) mentioned in paragraph 1 of present Article can be contracted in the scope pursuant provisions of relevant SPC.
3. The above insurance types are further specified in Special Provisions of present GTC-T. The term "insurance" as used in Introductory Clause, General Provisions and Concluding Clauses of present GTC-T shall mean any of the insurance types listed in paragraph 1 of present Article, if not stated otherwise. The term "insurance" in Special Provisions of present GTC-T shall mean always only such insurance type which is ) subject of the respective part of GTC-T.

## **Article 3 Territorial Validity**

1. Covered are only events that occur on the territory within the territorial validity specified in the insurance contract.
2. An Insured may be only a natural person having permanent or temporary residence in the SR. A foreign citizen may be insured only if:
  - a) He/she has obtained a permit of residence in the SR for foreigners in compliance with generally binding legal enactments, or
  - b) It is a natural person who has obligatory public health insurance in the SR in compliance with generally binding legal enactments, or has health insurance in a Member State.

3. If the Insured who is a citizen of the SR and/or has permanent residence in the SR has been awarded in a third country the status of a person with long-term residence (i.e. in a country which is not a Member State and in which the Insured has, in connection with the long-term residence, his/her domicile where he/she mostly or predominantly performs his/her main professional, economic and social activities) or if the Insured entered such country with the aim to be awarded the status of a person with long-term residence, his/her medical expenses insurance abroad is valid in such country not longer than 90 days from the inception of insurance. Provisions of the preceding sentence shall not be applied if the Insured participates in a public health insurance system or similar health insurance system in a Member State.
4. If an Insured who is a foreign citizen is in his home country, i.e. a country other than SR in which he/she has permanent residence and/or of which he/she is a citizen, medical insurance abroad is valid not longer than 90 days from the beginning of sojourn in such home country, and only providing the Insured participates in a public health insurance system or similar health insurance system in a Member State and this Member State is different from the home country.
5. Furthermore, medical expenses insurance does not cover Loss Events occurring:
  - a) In SR,
  - b) In a country where the Insured, who is a foreign citizen, has permanent residence and/or of which he/she is a citizen, with the exception pursuant provisions of par. 4 of present Article.
6. In case of occurrence of a Loss Event in a country where the Insured participates in a public health insurance system or similar health insurance system, the Insurer shall pay to the Insured benefits from medical expenses insurance only costs defined in Art. 19 par.12 subsection a) of present GTC-T.

#### **Article 4 Conclusion of an Insurance Contract and Inception of Insurance**

1. An insurance contract is deemed to have been made on the day of its signature by both parties (the Policyholder and the Insurer).
2. The insurance pursuant an insurance contract concluded according par.1 of present Article begins on the day specified in the insurance contract, however, not sooner than the premium is paid.
3. If the date of inception of insurance is identical with the date of conclusion of the insurance contract, the insurance begins on the day, hour and minute of conclusion of the insurance contract specified in the insurance contract, however, not sooner than the premium is paid.
4. If the Insured was not in the SR at the time when the insurance contract was concluded, the insurance shall not be effective earlier than after the lapse of 6 days from the conclusion of the insurance policy. The 6-days period shall not be applied if the new insurance contract secures a continuity of insurance cover of the Insured, i.e. if the new insurance contract is an immediate continuation of another travel insurance contract with the Insurer.

5. Provisions of par. 2 to 4 of present Article do not apply to cancellation fees insurance and cancellation fees insurance "Special", regardless if agreed independently of or simultaneously with other insurances.
6. Cancellation fees insurance and cancellation fees insurance "Special" pursuant an insurance contract concluded according par. 1 of present Article begins on the first day following the day on which the insurance contract was concluded, however not sooner than the premium was paid; and only if the thus defined date of insurance inception for cancellation fees insurance and cancellation fees insurance "Special" is earlier than insurance inception date of other insurance types agreed by the insurance contract.

### **Article 5 Conclusion of an Insurance Contract by Means of Remote Communication and Inception of Insurance**

1. An Insurer's proposal of an insurance contract (hereinafter "Proposal") may be accepted by the Policyholder by payment of premium within the period of time specified in par. 2 of present Article. The insurance contract is in such case deemed to be concluded at the moment of payment of premium.
2. An insurance contract shall be concluded if the Insurer's Proposal is accepted by payment of premium in the proposed amount latest:
  - a) Until 24:00 of the day immediately preceding the day specified in the Proposal as inception of insurance,
  - b) Until 24:00 of the day specified in the Proposal as inception of insurance, if such date is identical with the date of preparation of the Proposal (immediate validity). For the purpose of present GTC-T, preparation of a Proposal shall mean the date, hour and minute of preparation of the Proposal by the Insurer, specified in the Proposal.
3. The validity of a Proposal expires and it does not result in the inception of insurance if the premium is not paid in the amount of lump-sum premium specified in the Proposal (i.e. "duly") and within the deadline specified in par. 2 of present Article (i.e. "timely").
4. Insurance pursuant an insurance contract concluded according par. 1 of present Article begins on the day specified in the insurance contract as inception of insurance.
5. If the date of insurance inception is identical with the date of preparation of the Proposal, the insurance begins at the moment of payment of premium, however not earlier than after the lapse of 3 hours from the hour and minute of preparation of the Proposal. If the Insured does not provide unambiguous evidence of the moment of premium payment, insurance shall be deemed to begin at 00:00 hrs. of the day immediately following the day of preparation of the Proposal.
6. If the Insured was not in the SR at the time when the insurance contract was concluded, the insurance shall not be effective earlier than after the lapse of 6 days from the conclusion of the insurance policy. The 6-days period shall not be applied if the new insurance contract secures a continuity of insurance cover of the Insured, i.e. if the new insurance contract is an immediate continuation of another travel insurance contract with the Insurer.

7. Provisions of par. 2 to 4 of present Article do not apply to cancellation fees insurance and cancellation fees insurance "Special", regardless if agreed independently of or simultaneously with other insurances.
8. Cancellation fees insurance and cancellation fees insurance "Special" pursuant an insurance contract concluded according par. 1 of present Article begins on the first day following the day on which the insurance contract was concluded, however not sooner than the premium was paid; and only if the thus defined date of insurance inception for cancellation fees insurance and cancellation fees insurance "Special" is earlier than insurance inception date of other insurance types agreed by the insurance contract.

### **Article 6 Time Specification**

If in present GTC-T, relevant SPC and/or in the insurance contract there is a time specification defined by hour and minute, it shall mean Central European Time.

### **Article 7 Legal Relationships**

Insurance conditions specified in the insurance contract, GTC-T and relevant SPC applying to the Policyholder apply adequately also to the Insured. The Policyholder is obliged to inform the Insured about the insurance contract, GTC-T and relevant SPC.

### **Article 8 Change and Expiry of Insurance**

1. An insurance contract may be amended by a written agreement of the Policyholder and Insurer.
2. Insurance expires by the lapse of the Policy Period agreed in the insurance contract, with the exception of cancellation fees insurance and cancellation fees insurance "Special", which expire on the day specified in the insurance contract as date of inception of other types of insurance agreed by the insurance contract.
3. Insurance may terminate upon an agreement of the contracting parties:
  - a) The Policyholder and the Insurer may agree on the termination of an insurance contract prior to the inception of insurance; in such case, the insurance policy is cancelled and the Insurer refunds the paid premium to the Policyholder, if not agreed otherwise,
  - b) The Policyholder and the Insurer may agree on the termination of an annual insurance contract also during the policy period; in such case, the Insurer shall refund to the Policyholder the unearned premium, if not agreed otherwise.

The Insurer is entitled to a fee for insurance policy administration pursuant par. 9 of present Article.

4. Insurance may expire also by withdrawal from an contract concluded according Art. 5 par. 1 of present GTC-T. The Policyholder is entitled to withdraw from the insurance contract without stating the reason within 14 days from the conclusion of the insurance contract if notification of withdrawal is submitted in writing to the Insurer's seat specified in the insurance contract. In case of delivery of a valid withdrawal:
  - a) The insurance contract expires by the lapse of the day on which the withdrawal was delivered to the Insurer. The provision of present subsection shall not be applied if the insurance contract contains cancellation fees insurance or cancellation fees insurance "Special", regardless of other types of insurance that may be agreed by the insurance contract,
  - b) The insurance contract containing cancellation fees insurance or cancellation fees insurance "Special" is cancelled from its inception. The Insurer is in such case obliged to refund to the Policyholder forthwith, not later than 30 calendar days from the delivery of notification of withdrawal from the insurance contract, the paid premium; the Insurer is entitled to reduce the premium by the amount of paid out benefits. The person to whom (or on behalf of whom) insurance benefits have been paid is obliged to refund not later than 30 calendar days from the day when notification of withdrawal was sent the amount of paid insurance benefits.
5. Provisions of par. 4 of present Article shall not be applied to an insurance contract concluded for a policy period shorter than one month.
6. If the Insurer ascertains that the Policyholder or Insured knowingly untruthfully or incompletely answered to the written questions of the Insurer relating to the agreed insurance, the Insurer may withdraw from the insurance contract if, in case of truthful and complete answers to the questions, the Insurer would have not concluded the insurance contract. This right may be applied by the Insurer within 3 months from the day when such facts are ascertained, otherwise the right expires. The Insurer and the person whom (or on behalf of whom) insurance benefits were paid are obliged to refund all moneys received according the insurance contract; the Insurer is entitled to reduce (the refunded amount) by a fee for insurance contract administration according par. 9 of present Article.
7. The insurance expires also by a refusal to pay insurance benefits pursuant Art. 13 of present GTC-T.
8. In case of termination of an insurance contract according par.4 subsection a) of present Article, the Insurer is entitled to premium for the period until the expiry of insurance. The Insurer shall refund to the Policyholder unearned premium calculated as paid premium minus earned premium. Earned premium shall be in such case calculated by multiplication of the daily premium rate, applicable to the relevant tariff and for the respective insurance type, according the tariff book of the Insurer valid at the time of preparation of insurance contract Proposal, and the number of days during which the insurance was in force and, if relevant, the applicable surcharge if high-risk group (activity) was covered by the insurance contract. In case of termination of an insurance contract pursuant par.3 subsection b) of present Article, the amount of unearned

premium that should be refunded shall be calculated in accordance with provisions of present paragraph.

9. In case of termination of an insurance contract pursuant par. 3 and 6 of present Article, the Insurer is entitled to reduce the unearned premium by a fee amounting to maximum EUR 6.60, to cover costs of insurance contract administration. The Insurer is obliged to refund the remaining amount only if it exceeds EUR 3.30.
10. By way of derogation from provisions of par. 2 of present Article, the Insurer shall automatically set forward the (date of) expiry of insurance if territorial validity of the insurance outside SR has been agreed and, at the same time:
  - a) during the policy period the Insured is hospitalised in connection with an insured event mentioned in Art. 18 subsection a) of present GTC-T and the duration of hospitalisation exceeds the originally agreed policy period, by maximum 3 calendar days following immediately the day when hospitalisation of the Insured ended,
  - b) due to exceptional circumstances that could not be prevented caused a delay or cancellation of transport or delay, cancellation or re-routing of flight, due to which the Insured is prevented to return to SR within the policy period, until 24:00 hrs of the day immediately following the day of expiry of insurance specified in the insurance contract. The Insurer is entitled to demand from the Insured documents proving the delay or cancellation of transport or documents proving delay, cancellation or re-routing of flight.
11. Provisions of par. 10 of present Article do not apply to cancellation fees insurance, cancellation fees insurance "Special" and unused trip insurance.

### **Article 9 Payment and Amount of Premium**

1. Premium is paid in lump-sum payment for all policy period, for which the insurance has been agreed. The amount of premium is specified in the insurance contract and is calculated according the current tariff book of the Insurer valid at the time of preparation of the insurance contract Proposal.
2. Premium for an insurance contract made according Art. 4 par. 1 of present GTC-T is payable at the conclusion of the insurance contract, if not agreed otherwise.

### **Article 10 Limit of Insurance Benefits, Franchise and Deductible**

1. Insurance benefits (indemnity) paid by the Insurer are limited by an upper limit of insurance benefits determining the amount of maximum possible insurance benefits. The upper limit of insurance benefits is specified in relevant SPC or agreed in the insurance contract as sum insured or limit of insurance benefits.
2. The amount of franchise and deductible is specified in relevant SPC.

## Article 11 Subrogation

If the Insured is entitled to any compensation of damages caused by an insured event from a third person, this right passes to the Insurer up to the amount of insurance benefits (indemnity) paid by the Insurer. The entitlement to insurance benefits from accident insurance does not affect any rights to compensation by the person who is liable for the damage.

## Article 12 Insurance Benefits

1. If the duty to pay benefits (indemnity) has been established, the Insurer is obliged to pay insurance benefits calculated according present GTC-T, relevant SPC and conditions agreed in the insurance contract to the Insured, if not specified otherwise in present GTC-T or agreed otherwise.
2. If territorial validity "SR" is stipulated in the insurance contract, the insurance cover:
  - a. begins pursuant provision of Art. 4 par.2 and 3 or Art. 5 par. 4 and 5 of present GTC-T, however, not sooner than at the moment when the Insured leaves his/her place of permanent or temporary residence or workplace in the SR,
  - b. expires by the return of the Insured to his/her place of permanent or temporary residence or workplace in the SR, latest by the lapse of 24<sup>th</sup> hour of the day of expiry of insurance agreed in the insurance contract.
3. If territorial validity other than SR is stipulated in the insurance contract, the insurance cover:
  - a. begins pursuant provision of Art. 4 par.2 and 3 or Art. 5 par. 4 and 5 of present GTC-T, however, not sooner than at the moment of crossing the state border of the SR,
  - b. expires by crossing of the state border of the SR, latest by the lapse of 24<sup>th</sup> hour of the day of expiry of insurance agreed in the insurance contract.
4. Provisions of par. 2 and 3 of present Article do not apply to cancellation fees insurance, cancellation fees insurance "Special" and unused trip insurance.
5. Insurance benefits are payable within 15 days after the Insurer has finished the necessary investigation as to the extent of the duty of the Insurer to pay. If the investigation cannot be finished within one month from the date the claim was reported to the Insurer, the Insurer shall provide to the Insured, upon the request of the Insured, adequate advance payment, if the title of the Insured to claim payment has been established without doubt.
6. Insurance benefits shall be paid to the Insured in legal tender of the SR, if not agreed otherwise. The conversion of foreign currency to the legal tender of the SR shall be made by the exchange rate declared by a competent entity, valid on the day of occurrence of the claim event.

7. The Insurer is entitled to reduce insurance benefits by the sum of indemnification paid by a third person, who had the duty to indemnify the Insured for the damage caused by the insured event, if not stipulated otherwise in present GTC-T.
8. Insurance benefits in respect of various types of insurance are specified in greater detail in Special Provisions of present GTC-T.

### **Article 13 Reduction, Refusal and Rejection of Payment of Insurance Benefits**

1. If the Insured breaches obligations laid down in the Civil Code, other generally binding regulations or present GTC-TI, and where the breach has a fundamental impact on the onset of an insured event or on increasing the extent of its consequences, the Insurer is entitled to reduce benefits from the insured event according to how this breach influenced the extent of the Insurer's obligation to provide benefits.
2. The Insurer is entitled to reduce insurance benefits or refuse to pay benefits if the Insured deliberately misleads the Insurer with regard to fundamental circumstances concerning the onset of a claim to benefits or the amount of such, or breaches the obligations set out in present GTC-T.
3. The Insurer is entitled to reduce or refuse to pay insurance benefits if the Insured does not provide unequivocal evidence of facts necessary to duly establish the Insurer's obligation to pay benefits.
4. The Insurer is entitled to reduce or refuse to pay insurance benefits if there shall be evidence that an insured event occurred due to the effects of alcohol, according to how this fact contributed to the onset of the insured event or on increasing the extent of its consequences.
5. If the Insured, upon request of the Insurer, does not provide clear evidence that premium was paid before the onset of the loss event, the Insured shall not be entitled to any benefits or to indemnification for costs incurred due to the loss event. If the Insurer already paid any benefits or costs resulting from the insured event, the Insured shall be obliged to refund forthwith the full amount of such benefits to the Insurer.
6. Wilful untruthful or incomplete reply to questions of the Insurer may, pursuant relevant provisions of the CC, result in adequate reduction of payment of benefits from the insurance contract, withdrawal from the insurance contract or rejection of payment of benefits from the insurance contract.
7. Provisions of present Article apply adequately also to Beneficiaries.
8. Provisions of present Article have no effect on other rights of the Insurer.

### **Article 14 Exclusions from Insurance**

1. The insurance shall not cover any damage/loss:
  - a) caused by the Insured or Policyholder knowingly or due to his/her wilful misconduct in variance with the moral code or legal regulations of the visited country,
  - b) occurred due to gross negligence of the Insured,



- c) the occurrence of which may have been reasonably expected or which were known at the time when the insurance contract was agreed,
  - d) due to nuclear energy,
  - e) caused by ionising radiation or contamination by radioactivity,
  - f) caused by war events, internal unrest or repressive action of government,
  - g) occurred due to sabotage,
  - h) occurred due to acts of terrorism , of not stated otherwise in present GTC-T,
  - i) incurred as a consequence of the consummation of narcotics or other drugs or psychotropic substances by the Insured.
  - j) due to mental disorders or diseases of the Insured or due to changes of mental state (e.g. depression, anxiety, stress and neurological disorders), if not stated otherwise in present GTC-
  - k) due to suicide, attempted suicide or wilful self-injury, their consequences and complications.
  - l) Incurred due to performance of sports or work activities, including sports, activities and work listed in a high-risk group, for which a license or any proof of qualification is required by generally binding regulations and the Insured does not possess such license or qualification. In case of diving, excluded are losses incurred in case the Insured does not have a license (permit) for diving into the relevant depth or if the Insured is not accompanied by a qualified instructor.
2. In addition to losses excluded pursuant par. 1 of present Article, insurance benefits are excluded also in cases stated in Special Provisions of present GTC-T.

### **Article 15 Duties of the Policyholder and of the Insured**

- 1) The Policyholder / Insured is obliged:
- a) to reply truthfully and completely to all written questions of the Insurer concerning the agreed insurance or insured event,
  - b) upon a request of the Insurer to provide documents proving the time of payment of premium,
  - c) to notify the Insurer in writing forthwith about any change of particulars that were used in the insurance contract,
  - d) to take care that an insured event does not occur, to respect generally binding regulations and obligations set out in present GTC-T and relevant SPC,
  - e) to take all possible measures to prevent an imminent insured event or mitigate its consequences,
  - f) to notify the Insurer about the fact that same or similar insurance has been concluded also with another insurer. This obligation applies to the Policyholder or Insured even in case if during the policy period, similar or same insurance is contracted from another insurer. In case of breach of this obligation, the Insurer is entitled to apply adequately provision of Art. 13, par. 6 of present GTC-T and in case insurance benefits have been paid, the Insurer is entitled to a refund of such benefits. Provisions of this subsection shall not be applied in case of payment of benefits from accident insurance, unused trips insurance or benefits set out in Art. 60 par. 2 of present GTC-T.

- 2) The Insured is furthermore obliged:
  - a) to notify the Insurer or the Assistance Company without undue delay that an insured event has occurred,
  - b) to provide to the Insurer or Assistance Company evidence of his/her title to insurance benefits, if he/she claims any benefits,
  - c) upon a request of the Insurer, to submit credible evidence that at the time when the insurance contract was made, he/she was in the SR,
  - d) upon a request of the Insurer or of the Assistance Company, provide a document of permanent or temporary residence,
  - e) upon a request of the Insurer or of the Assistance Company, submit evidence of the duration of the sojourn (trip),
  - f) provide to the Insurer or Assistance Company all necessary co-operation in the course of investigation of the insured event,
  - g) upon a request of the Insurer or of the Assistance Company, discharge any third person (especially the attending physician) of his/her obligation of secrecy with regard to facts connected with the claim event,
  - h) upon a request of the Insurer or Assistance Company, allow to be checked by a physician appointed by the Insurer or by the Assistance Company to ascertain the extent of payable benefits,
  - i) at the time of the occurrence of an insured event, act in accordance with the instructions of the Insurer or of the Assistance Company and carry out without undue delay any activity required by the Insurer or by the Assistance Company in connection with the investigation of a claim event,
  - j) the Insurer or the Assistance Company may require further documents necessary for clarification of the duty to pay benefits,
  - k) secure that any Insured's title to indemnification for damage caused by the insured event or any similar right with respect to a third person shall pass to the Insurer.
- 3) Provisions of par. 2 of present Article apply adequately also to Beneficiaries, with the exception of subsection h).
- 4) Provisions of this Article have no effect on other duties of the Policyholder, Insured or Beneficiary set out by present GTC-T.

### **Article 16 Duties of the Insurer**

The Insurer is obliged:

- a) to comply with obligations arising from CC, other generally binding legal enactments and present GTC-T and relevant SPC,
- b) upon written request of the Policyholder or the Insured, to consult with the insured the results of the investigation of an insured event.
- c) to keep confidential any facts regarding the insurance and facts which the Insurer learned in the course of making the insurance contract, its administration or claim adjustment. Information about the health of the Insured that the Insurer learns in connection with the insurance may the Insurer use only for Insurer's own purposes or for purposes of the Assistance Company and its contractual partners, otherwise exclusively with the consent of the Insured,

- d) to pay provable costs of telephone calls with the Assistance Company arisen in connection with an insured event, if the option to call at the expense of the Assistance Company has not been used. Costs according provisions of this subsection including provable costs for accepted roaming calls with the Assistance Company shall the Insurer pay to the person who adequately paid the costs, however, in the maximum amount of EUR 20.

## **Special Provisions**

### **MEDICAL EXPENSES INSURANCE**

#### **Article 17 Object of insurance**

1. Object of the insurance is:
  - a) inevitable costs incurred due to
    - i) Injury or sudden illness of the Insured,
    - ii) Death of the Insured,
  - b) basic assistance services provided in connection with an insured event mentioned in Art. 18 of present GTC-T.
2. Medical expenses insurance has the character of property insurance and it covers only actual damage incurred in the property sphere of the Insured.

#### **Article 18 Insured Event**

An insured event is:

- a) a change of health condition due to an injury or sudden illness of the Insured,
- b) death of the Insured,

that occurs during an insured trip.

#### **Article 19 Insurance Benefits and Refusal to Pay Benefits**

1. In case costs have been incurred according Art. 17 par. 1 subsection a), item aa) of present GTC-T, the Insurer shall pay adequate and inevitable costs of:
  - a) health care provided to the Insured due to a sudden change of health condition leading to such stabilisation of his/her health condition that would allow the Insured to continue

- the insured trip in secure medical conditions, or to be repatriated, including prescribed medicaments,
- b) hospitalisation of the Insured including medical procedures and medically substantiated collateral costs (general hospital services), if carried out in an institute, recognised in the visited country as a hospital, having a responsible management and permanent supervision by an attending physician, who has at his disposal sufficient diagnostic and therapeutic means and where the treatment is restricted to scientifically and by specialists recognised and clinically tested methods and where records of patients are kept. Adequate costs shall mean costs of hospitalisation in a hospital at the place of sojourn of the Insured or the nearest suitable hospital,
  - c) transport for emergency treatment to a medical centre at the place of Insured 's sojourn, including the return journey;
  - d) surgery (including collateral costs of surgery);
  - e) emergency dental treatment for the relief of pain, provided the condition is not the result of neglected or interrupted treatment in the SR, or in the country of permanent residence (of the Insured) or in the country where the Insured participates in a public health insurance system or similar health insurance system. The Insurer shall provide indemnification for all costs connected with dental treatment within the policy period up to a maximum of twice the agreed limit of insurance benefits,
  - f) cost of procurement or repair, or delivery of a substitute medical aid from the SR, meaning dioptric eye-glasses, orthopaedic or prosthetic aids, which are according the professional opinion of a physician necessary for everyday life of the Insured and which have been damaged or destroyed as a direct consequence of an injury of the Insured, due to which medical treatment has been provided to the Insured, up to the agreed limit of insurance benefits,
  - g) repatriation of the Insured by medically indicated means of transport, if due to medical reasons the originally intended means of transport at originally planned time cannot be used. If the country of residence of an Insured who is a foreign citizen in which the Insured has valid health insurance is not a Member State, the Insurer / Assistance Company shall not be obliged to transport the Insured to such country, neither to organise the transport, and the Insurer shall pay costs of the transport only up to the amount of costs of transport of a corresponding type to the SR,
  - h) rescue activities incurred in connection with an injury or sudden illness of the Insured.
- 2) In case of costs according Art. 17 par. 1 subsection a), item ab) of present GTC-T, the Insurer shall refund the costs to the person who has adequately and provably paid the costs, up to the amount:
- a) costs of repatriation of remains of the Insured, or their cremation or burial at the place of occurrence of the insured event provided the costs were paid with the consent of the Insurer or Assistance Company. If the Insurer or Assistance Company has not given such consent, the Insurer shall pay costs according provisions of present subsection only up to the amount for which the repatriation of remains or their cremation or burial at the place of occurrence of the insured event could be arranged if it would have been organised by the Assistance Company.
  - b) necessary costs paid for rescue activities organised by local rescue service units, however, for not longer than 3 days.
- 3) The Insurer reserves the right to pay the cost of hospital treatment only up to the time when, according to the expert opinion of the attending physician, the Insured can be repatriated.

- 4) If repatriation of the Insured is medically possible, the Insurer shall pay also the cost of transport to the SR or a Member State of one person accompanying the Insured if it is medically necessary or imposed by an official authority, or if the originally planned means of transport cannot be used.
- 5) If repatriation of the Insured is medically possible and the Insured in spite of this refuses it, the cost of this unwarranted stay as well as further cost of the treatment and following repatriation shall not be covered by the insurance. The provision according the preceding sentence shall not be applied if the Insurer, upon a written request of the Insured (the request must at the same time contain a declaration of refusal of repatriation), gave consent for further treatment abroad as an alternative form of insurance benefits. In case such consent has been issued, the Insurer shall pay the cost of further treatment connected with the insured event that required repatriation, only up to the sum that would have been paid for the repatriation that has been refused by the Insured, or another, by the Insurer agreed sum. Any cost exceeding the sum specified in the consent of the Insurer for the treatment of illness or injury as well as its consequences and related treatment shall be paid for by the Insured.
- 6) Repatriation of the Insured shall be arranged by the Insurer or by the Assistance Company. The Insurer or Assistance Company reserves the right to decide on the means of transport, upon consent of the attending physician.
- 7) If the relevant SPC set it out by specifying a limit of insurance benefits referring to this paragraph, the insurance shall also cover:
  - a) the cost of accommodation and transport, if the Insured is hospitalised for more than 7 days and his/her health condition does not permit repatriation. The Insurer shall pay, from the 8<sup>th</sup> day on (inclusive) of hospitalisation, the cost of
    - da) accommodation, for maximum 10 nights,
    - db) transport to the SR,

up to the agreed limit of insurance benefits. If the hospitalised Insured is not accompanied by any adult, the Insurer shall pay also cost of transport of an adult from the SR to the place of hospitalisation and back, up to the agreed limit of insurance benefits. If the health condition of the Insured requires so, the Insurer, after consultation with the Assistance Company, may give consent to pay for cost of accommodation and transport of a person even if the Insured has been hospitalised for 7 days and less.
  - b) costs of accommodation and transport if the hospitalised Insured is under 15 years of age (at the time of policy inception) and his/her health condition does not permit repatriation. The Insurer shall pay for one accompanying adult the cost of:
    - ba) accommodation for maximum 10 nights,
    - bb) transport to the SR,

up to the agreed limit of insurance benefits. If the hospitalised Insured under 15 years of age has not been accompanied by an adult, the Insurer shall pay additionally costs of transport of an accompanying adult from the SR to the place of hospitalisation of the Insured and back, up to the agreed limit of insurance benefits.
  - c) costs of transport, if the Insured is hospitalised and during the insured trip he/she accompanied persons under 15 years of age and no other near relative or by the minor's legal representative appointed other adult is present. The Insurer shall pay costs of

transport of these minors under 15 years of age to the SR up to the amount of agreed limit of insurance benefits. If, according transport regulations of the carrier or the mental state of the minor under 15 years of age requires it, the Insurer shall pay additionally costs of transport from the SR to the place of sojourn and back of one accompanying adult. The transport shall be organised and escort secured by the Insured or Assistance Company. Provisions of present subsection shall be applied also in case of death of the Insured.

- 8) Upon agreement with the Insurer or Assistance Company, the Insurer shall pay costs of transport according par. 7) of present Article also from/to another Member State.
- 9) If the country of residence of an insured foreign citizen in which the Insured has valid health insurance is not a Member State, the Insurer or Assistance Company shall not be obliged to transport persons specified in par. 7) of present Article from/to such country, nor to organise the transport, and the Insurer shall pay for the transport only up to the amount of costs of a corresponding type of transport from/to the SR.
- 10) In case of death of the Insured the Insurer shall additionally pay costs of transport of near relatives of the Insured, if the means of transport originally intended for the return trip cannot be used.
- 11) If medical expenses incurred due to any of the reasons mentioned in Article 17 of present GTC-T have been paid by another party than the Insurer as a result of a legal obligation, the Insurer shall pay indemnification only up to the sum of costs not already paid for.
- 12) The Insurer shall pay according present Article also for costs incurred to the Insured due to an act of terrorism, up to the agreed limit of insurance benefits. If any government bodies of the SR officially informed prior to the beginning of the insured trip that an act of terrorism is expected in the country/locality (of Insured's sojourn) or that travel into this country/locality has to be considered carefully (or is not advisable), or if such country/locality has been listed among hazardous countries published by the Insurer at its points of sale or web site, and the Insured visits such country/locality in spite of this, the Insurer is entitled to refuse the payment of benefits for events due to terrorism. The Insurer is also entitled to refuse payment of costs arisen due to an act of terrorism if the Insured is at the time of such notification of government bodies or organisations of the visited country /locality already in such country and, in spite of this, does not leave this country/locality within reasonable period of time.
- 13) If the Insured visits during the insured trip a country/locality where an epidemic occurred according to an official declaration of a government body prior to inception of insurance, or where a pandemic has been declared by World Health Organisation (WHO) and travelling into which has been advised to be considered carefully (or that is not advised to be visited), or that have been listed among hazardous countries published at Insurer's point of sale or its web page, the Insurer is entitled to refuse the payment of benefits for events due to an illness which occurred and spread at the time of onset of the insured event as an epidemic or pandemic.

## **Article 20 Exclusions from Insurance**

In addition to exclusions set out in Art. 14 of present GTC-T, excluded from payment of benefits is/are also:

- a) costs incurred in connection with premeditated/planned health-care, surgery, hospitalisation,
- b) costs paid without the consent of the Insurer, with the exception of out-patient (ambulant) treatment and emergency medical help provided to the Insured due to a sudden change of his/her health condition causing imminent danger of death or danger to basic life functions and measures for the relief of acute pain,
- c) medically not immediately necessary treatment, examination or therapy,
- d) costs of the treatment of acute illnesses existing at the time of beginning of the insured trip if, according an expert opinion of a physician, travel is not recommended
- e) cost of treatment of diseases, including post-injury conditions, which existed at the time of conclusion of the insurance contract, if the disease within 12 months preceding the conclusion of the insurance contract had required hospitalisation or worsened; in case of such diseases, the Insurer shall pay only costs incurred due to the provision of emergency treatment and medical attention necessary for averting the danger of death or health hazard of the Insured;
- f) cost of treatment of mental diseases, including depression, and of changes of mental state, with the exception of acute reactive conditions triggered by an objectively existing event without a pre-existing psychiatric anamnesis,
- g) costs of hazardous pregnancy, indicated by a physician prior to the commencement of the insured trip,
- h) costs incurred by intentional abortion,
- i) expenses spent due to pregnancy incurred after the end of 26<sup>th</sup> week of pregnancy, including delivery and its complications,
- j) cost of artificial fertilisation and any treatment of sterility, pregnancy tests and cost of contraception,
- k) direct or indirect costs of treatment of sexually transferable diseases, HIV, AIDS or death due to these diseases,
- l) costs incurred due to sports or work listed in High-Risk Groups, of not agreed otherwise in the insurance contract,
- m) costs incurred due to treatment in a spa, sanatorium, healing home, recuperation centre or similar facility for the purpose of therapeutic, rehabilitation or physiotherapeutic procedures,
- n) cosmetic procedures, aesthetic and plastic surgery,
- o) costs of prostheses and aids (such as glasses, sanitary pads), with the exception of cases under Art. 19, subsection 1 par. f) of present part of GTC-T,
- p) costs of preventive check-ups and vaccination, with the exception of vaccination necessary due to an insured event,
- q) costs incurred due to neglected obligatory vaccination,
- r) costs of dental treatment not for the purpose of alleviation of acute pain; costs incurred due to neglected dental prevention, cost of dental prostheses, crowns or gum correction, braces, metal plate prostheses; plaque removal and cost of the treatment of parodontosis,
- s) treatment or therapy not scientifically or medically recognised in the SR,
- t) treatment or therapy carried out by a near relative or a member of the family,
- u) any event caused by driving of a motor vehicle without a license,
- v) costs of treatment of an alcohol, drug or other abstinence syndrome,
- w) costs incurred due to knowing disobedience of the instructions of the attending physician, due to knowing failure to use or incorrect use of prescribed medicaments,

- x) purchase of medicaments used for the treatment of illnesses known before the begin of the journey,
- y) cost of search and rescue actions of a mountain rescue service, not incurred due in connection with an injury or sudden illness of the Insured,
- z) cost of above-standard hospital services,
- aa) cost of complementary nutrients and tonics, vitamins, even if prescribed by a physician and contain curative substances, further, cost of preventive or habit-forming remedies and of cosmetic preparations.

### **Article 21 Duties in Case of an Insured Event**

Additionally to duties set out in Art. 15 par. 2) of present GTC-T, the Insured is obliged:

- a) in case of hospitalisation, to submit a certificate of insurance and, without undue delay, contact the Assistance Company,
- b) in case of dental treatment, submit to the Insurer proof of last undergone preventive check-up at a dentist,
- c) after return to the SR, to submit to the Insurer without undue delay receipts of payments for out-patient health-care, paid in cash at the medical facility, or payments incurred in connection with rescue of the Insured,
- d) for the purpose of claim adjustment, to submit the following documents:
  - da) loss event report,
  - db) report of the physician, including the diagnosis and a list of medical procedures, and the address of the physician or of the medical facility,
  - dc) receipts confirming the payment of the costs, stating the name of the Insured, with the stamp and signature of the physician,
  - dd) prescriptions of medicaments and receipts of payment for them
  - de) prescriptions of medicaments and receipts of payment for them,
  - df) upon request of the Insurer, a copy of a certificate of health insurance,

### **Article 22 Extent of Basic Assistance Services**

In case of an insured event specified in Art.18 of present GTC-T, upon request, the Assistance shall provide the following services:

- 1) If the health condition of the Insured requires medically necessary procedures the Assistance Company shall:
  - a) secure attendance, examination and treatment of the Insured by a physician,
  - b) secure sending of necessary medicaments which are locally not available,
  - c) provide advice regarding the medical facility where the Insured should seek help,
  - d) send a nurse to the Insured, to carry out medically prescribed action connected with the necessary treatment,



- 2) If hospitalisation of the Insured is necessary, the Assistance Company shall:
  - a) select an adequate medical facility in view of the health condition of the Insured, and secure transport of the Insured,
  - b) stay informed about the health condition of the Insured and check the methods and course of treatment,
  - c) regularly check that the treatment is adequate,
  - d) secure the transport of the Insured into a more adequate facility if the originally selected one is not suitable for the Insured's health condition,
  - e) secure repatriation of the Insured, if his/her health condition allows it,
  - f) secure payment of costs for hospitalisation (Art. 19 par. 1) subsection b) of present GTC-T) and inform the medical facility about the mode of payment,
  - g) stay informed about the health condition of the Insured and transfer messages to near relatives or the family of the Insured,
  - h) translate to the hospital personnel the requirements of the Insured, if there are communication language problems.
  
- 3) In case of death of the Insured, the Assistance Company shall secure repatriation of remains of the Insured, or their cremation or burial at the place where the insured event occurred.

## **ACCIDENT INSURANCE**

### **Article 23 Object of insurance**

Object of accident insurance is:

- a) death of the Insured due to an accident,
- b) permanent disablement of the Insured due to an accident,
- c) daily benefits for hospitalisation during a holiday ("spoiled holidays insurance"), if stipulated so in relevant SPC.

### **Article 24 Insured Event**

- 1) Insured event is accidental injury of the Insured. Injury means:
  - a) unexpected and sudden influence of external forces, causing bodily injury or death to the Insured, independently of his/her will,
  - b) the condition, when, during policy period, increased muscular force affecting the limbs or spine leads to dislocation of a joint or tearing of a muscle, tendon, ligament or joint capsule,
  - c) unexpected and uninterrupted influence of high or low external temperature, gases, vapour and poisons (with the exception of bacterial toxins and immunotoxic substances), causing during the policy period bodily injury or death of the Insured, independently of his/her will.

- 2) In case if bodily impairment is revealed or death takes place after the expiry of insurance, the Insurer shall pay benefits if the accident took place during the insured trip.
- 3) The Insurer shall also pay for the impairment of Insured 's health due to:
  - a) local suppuration due to penetration of infectious germs into an open wound caused by an accident,
  - b) infection by tetanus or rabies after an accident or infectious illness, meningitis, boreliosis, if the illness has been caused by the bite of a tick,
  - c) diagnostic, therapeutic and preventive measures carried out for the purpose of treatment of the consequences of an accident.

### **Article 25 Payment of Insurance Benefits**

- 1) Payment in case of death due to accident:
  - a) If the Insured dies due to the consequences of an accident within one year after the day of occurrence of this accident, claim to insurance benefits shall arise in the amount specified as sum insured for the case of death due to an accident. The claim benefits are reduced by already paid indemnification, or advance payment for permanent disability due to this accident,
  - b) the person who would be entitled to payment of benefits after the death of the Insured shall not acquire this right if he/she caused death of the Insured by a wilful criminal act of which he/she has been declared guilty by a court of justice. If criminal prosecution could not be started against this person due to his/her death in the course of the (criminal) act, the Insurer shall pay insurance benefits to persons related to the Insured determined according provisions of the CC.
- 2) Payment for permanent disability due to accident:
  - a) if an accident causes permanent disability to the Insured, the Insurer shall pay the per cent proportion of the sum insured corresponding to the per cent extent of bodily injury according the table used for evaluation of permanent disability (thereinafter "evaluation table) after its stabilization. In case if the permanent disability has not stabilised within three years from the accident, the Insurer shall pay the amount corresponding to the per-cent proportion of disability at the end of this period. If the evaluation table set out a per-cent range, the Insurer shall determine the amount of benefits, so that the benefits shall be adequate, within such range, to the character and extent of bodily injury caused by the accident,
  - b) if the permanent disability due to an accident is manifested on a part of the body or organ, which was damaged already before the accident, the Insurer shall reduce the claim payment for permanent disability by a per cent proportion corresponding to the previous damage, determined also with the help of the evaluation table, if not set out otherwise in present GTC-T,
  - c) t 100% of the sum insured according the evaluation table,
  - d) if the (type of) permanent disability cannot be found in the evaluation table, the amount of benefits shall be determined according an item of the evaluation table which corresponds by its type and extent to the incurred disability,
  - e) the evaluation table is an annex of present GTC-T.

3) Insurance benefits in case of hospitalisation of the Insured during the insured trip:

The Insurer shall pay to the Insured benefits in the form of daily benefits, in the amount agreed in the insurance contract or stipulated in relevant SPC and under conditions specified in present GTC-T. Daily benefits for hospitalisation during an insured trip:

- a) if an accident or illness, not excluded from medical expenses and/or accident insurance requires hospitalisation during an insured trip, the Insurer shall pay for each day of hospitalisation abroad the sum agreed in the insurance contract. Total number of days spent in a hospital is determined by the number of nights spent therein,
  - b) benefits are paid for the maximum period specified in the insurance contract or relevant SPC, however, not longer than for the duration of the insured trip.
- 4) In case of a group event, i.e. an insured event that occurs due to the same cause, at the same place and in the same time, when several persons insured by one insurance contract (identified by identical policy number) are injured, the Insurer shall pay for all damages to all injured insured persons a total indemnification of maximum twenty times the sum insured agreed for one Insured. If the sum of claims of several injured persons is higher, the benefits paid to each person shall be reduced proportionally, by the ratio of the agreed sum insured to the sum of claims of all injured persons.

## Article 26 Exclusions from Insurance

- 1) Additionally to exclusions set out in Article 14 of present GTC-T, excluded from insurance are also:
- a) accidents due to mental disease, change of mental condition or unconsciousness, brain stroke, epileptic fit or other attack of the Insured's whole body by spasms, loss of hearing or sight; however, insurance cover is provided if these disorders, changes of mental condition or fits were caused by the accident, as defined in Article 24 of present GTC-T,
  - b) accidents suffered by a person dependent on permanent caretaking or mentally ill person; a person dependent on permanent caretaking is defined as a person who needs the help of another person for everyday activities,
  - c) accidents causing the death of an insured person 71 or more years of age at the time of inception of insurance,
  - d) accidents due to the participation of the Insured in military training,
  - e) accidents due to the performance of sports, work and activities included in a high-risk group, if not agreed otherwise in the insurance contract,
  - f) consequences of diagnostic, therapeutic and preventive treatment not carried out for the purpose of treatment of the consequences of an accident, or of unprofessional treatment, which the Insured carries out or lets to be carried out on his/her body,
  - g) poisoning by solid or liquid substances. This does not apply to until 10 years of age at the time of inception of insurance; however, food poisoning remains to be excluded also in case of such children.
- 2) Not covered by accident insurance is/are also:

- a) the occurrence or deterioration of hernias, tumours of any kind and origin, occurrence or deterioration of aseptic inflammation of tendon sheaths, tendons, fat cysts or epicondylitis, sudden vertebral disc syndrome, sudden vascular accidents and retinal detachment due to an illness,
- b) infectious diseases, even if transmitted by an injury with the exception of events according Art. 24 par. 3) subsection b) of present GTC-T,
- c) deterioration of a disease due to an accident,
- d) bodily injury caused by long-term overburden on the body,
- e) bodily injury due to occupational disease,
- f) injuries of such parts of the organism that were damaged by injury or disease and the per-cent disability of which before the conclusion of the insurance contract was 70% or more,
- g) pathological bone fractures.

### **Article 27 Reduction of Benefits**

In addition to reduction, refusal or rejection to pay benefits set out in Art. 13 of present GTC-T, the Insurer is entitled to reduce the payment of benefits also:

- a) in case of an accident that occurred due to evident overestimation of own powers, capabilities and skills, or by negligence; the Insurer is entitled to reduce claim payment, however, by a maximum of 50% of insurance benefits which would be paid otherwise,
- b) if diseases or bodily disabilities of the Insured contributed to increasing the consequences of an accident; the Insurer shall reduce insurance benefits proportionally to the contribution of such disease or disability, if this contribution is at least 25%; the per-cent proportion shall be determined by a physician appointed by the Insurer,
- c) if the Insured dies as a result of activities by which he/she caused severe bodily harm or death to another person, or otherwise grossly violated an important interest of the society and such conduct, by its content or aim is contrary to law or other generally binding legal enactments; the Insurer is entitled to reduce the insurance benefits by maximum 50% of the benefits that would be paid otherwise.

### **Article 28 Duties in Case of an Insured Event**

- 1) In addition to duties set out in Art. 15 par. 2) of present GTC-T, the Insured is obliged:
  - a) if the Insured sustains an injury covered by the insurance, to visit a physician without undue delay. The Insured is obliged to follow the instruction of the physician and, if possible, to contribute to mitigation of consequences of the accident,
  - b) to report the insured event to the Insurer as soon as it is possible after return from the insured trip,
  - c) after the Insurer has been informed about the insured event, the Insurer shall send the claim report form, which shall be filled (by the Insured) truthfully, in compliance with the instructions set out therein, and returned immediately to the Insurer. The Insurer shall be also informed without undue delay about any facts relating to the insured event,

- d) to secure that all reports and expertises requested by the Insurer are prepared without undue delay,
  - e) make available to the Insurer all medical documentation that the Insurer should request. Furthermore, the Insured is obliged to acquit all physicians who treated or examined the Insured, also for other reasons than the accident under investigation, from the duty of secrecy and to authorise the physicians to provide all information,
  - f) submit a police report if the accident or death has been investigated by the police.
- 2) In case of an insured event resulting in death of the Insured, the beneficiary has analogical duties as those imposed on the Insured by present Article.

## **BAGGAGE INSURANCE**

### **Article 29 Object of insurance**

Object of the insurance is the luggage of the Insured, i.e.: personal effects, valuables, electronic and optical devices and sports equipment.

### **Article 30 Insured Event**

- 1) In case of personal effects, insured event means damage caused to personal effects of the Insured as a result of:
  - a) Burglary or robbery, or theft of a motor vehicle, if the luggage was placed in such vehicle,
  - b) Damage, destruction or loss due to a traffic accident,
  - c) Damage, destruction or loss due to a natural peril,
  - d) Loss of whole luggage handed over to a carrier,
  - e) Damage, destruction or loss due to a serious injury or sudden illness or the Insured that deprived the Insured of the possibility to dispose with the personal effects and required medical treatment or examination.
- 2) In case of valuables, electronic and optical devices and sports equipment, insured event means damage to valuables, electronic and optical devices or sports equipment of the Insured as a result of:
  - a) Burglary or robbery,
  - b) Damage, destruction or loss due to a natural peril,
  - c) Damage, destruction or loss due to a serious injury or sudden illness or the Insured that deprived the Insured of the possibility to dispose with the valuables, electronic and optical devices or sports equipment and required medical treatment or examination.
- 3) If coverage for a high-risk group has been agreed in the insurance contract, provisions of par. 2) of present Article apply also to respective sports equipment including hunting and sport guns and ammunition; for the purpose of present GTC-T:

- a) A hunting gun means a gun intended for hunting of animals by shooting, the holder or carrier of which is the Insured having a valid firearm license in compliance with generally binding legal enactments,
- b) A sports gun means:
  - ba) a paintball gun, i.e. a gas gun intended for shooting of projectiles with marking substance,
  - bb) an airsoft gun, i.e. a replica gun shooting projectiles made of plastic material, intended for an outdoor game with appropriate rules,
  - bc) a gun defined by rules of shooting sports for national and international competitions,
 the holder or carrier of which is the Insured having a valid firearm license in compliance with generally binding legal enactments.

### **Article 31 Payment of Insurance Benefits**

- 1) In case of theft of personal belongings by burglary into a motor vehicle or theft of the motor vehicle (Art. 30 par.1) subsection a)), the Insurer shall be obliged to pay insurance benefits only if:
  - a) The Insured who is transported by such vehicle provides credible evidence that the motor vehicle has been forcibly entered, and
  - b) The personal belongings were stored in a locked luggage compartment or closed, firmly built-in storage case of the motor vehicle and could not be seen from outside,
  - c) The motor vehicle was duly closed and locked, including the luggage compartment.
- 2) In case of an insured event specified in Art. 30 par.2) subsection a) of present GTC-T the Insurer shall be obliged to pay benefits only if the valuables, electronic and optical devices or sports equipment:
  - a) were at the time of occurrence of the insured event carried or worn by the Insured, if they were stolen due to a robbery,
  - b) were at the time of occurrence of the insured event handed over by the Insured for individual storage at the accommodation facility, if they were stolen due to a burglary.
- 3) The Insurer shall pay insurance benefits up to the maximum amount of agreed limit of insurance benefits.
- 4) Insurance benefits are paid for technical value.
- 5) Insurance benefits shall not exceed the real value of damage caused by the insured event. The Insurer shall not indemnify for indirect damage (e.g. loss of income).

### **Article 32 Exclusions from Insurance**

- 1) Additionally to exclusions set out in Art. 14 of these GPTC-T, excluded from insurance is also damage/loss of luggage due to:
  - a) theft of property left without proper supervision,

- b) theft without forcible entry,
  - c) theft from a tent or caravan,
  - d) theft by a pickpocket,
  - e) theft or embezzlement by an employee of the Insured in the course of employment or other gainful activity,
  - f) theft of baggage from open luggage compartment of a vehicle or from a convertible with open roof, as well as theft of baggage not locked in the luggage compartment of the vehicle or in a closed, firmly built-in storage compartment,
  - g) loss or theft of a part of personal items from baggage given over to a carrier during transport,
  - h) caused by the Insured due to non-compliance with generally binding legal enactments regulating the possession, carriage, use of guns and ammunition and duties of firearm holders.
- 2) Excluded from insurance are also:
- a) documents, bank cards, chip or magnetic cards, travel tickets, air tickets, cash, securities, valuable papers and keys,
  - b) data carriers (e.g. memory cards, USB memory sticks, CDs etc.) and records on them,
  - c) motor- and motor-less vehicles (including trailers). For the purpose of present subparagraph, motor-less vehicles shall not include bicycles without auxiliary motor, scooters without auxiliary motor, three-wheelers without a motor drive, four-wheelers without a motor drive, hand-carts or wheelchairs for handicapped,
  - d) items used for the pursuit of earning activities or employment, if they are not owned by the Insured as a natural person or natural person- entrepreneur,
  - e) works of art, antiques and collectors items,
  - f) spectacles, contact lenses, prostheses of all kind and other medical equipment and material, with the exception of wheelchairs for handicapped, if not damaged or destroyed in consequence of an insured event defined in Art. 30 par. 1) subsection e) of present GTC-T,
  - g) accessories and equipment of motor vehicles and motor-less vehicles (e.g. caravan etc.) including vessels,
  - h) electronic games and their accessories, including consoles and data carriers,
  - i) guns including their accessories and ammunition, if not set out otherwise in present GTC-T,
  - j) animals and plants,
  - k) food, tobacco goods, alcoholic beverages and other consumables.

### **Article 33 Duties in Case of an Insured Event**

- 1) In addition to the duties mentioned in Part I, Art. 10, subsection 2 of these GPC-TI, the Insured is obliged to:
  - a) report to the police without undue delay – i.e. at a nearest possible place to the place of occurrence of the insured event - any theft of insured property or robbery, or theft of a motor vehicle,
  - b) in case of occurrence of a claim in an accommodation facility, file a claim for indemnification at the manager of the facility,

- c) in case of loss or damage of luggage during transport, request from the responsible representative of the carrier a protocol of loss,
  - d) in case of theft from an accommodation facility, provide credible evidence of burglary into that facility.
- 2) The Insured shall further:
- a) report the insured event without undue delay, upon Insured 's return from the insured journey, to the Insurer,
  - b) submit together with the claim report documents proving the title to insurance benefits, especially:
    - ba) document certifying that the event has been reported (to the police) and report of the result of investigation of a competent police authority or other similar document,
    - bb) original protocol of loss of baggage from the carrier,
    - bc) document showing the repair of vehicle after a burglary,
    - bd) receipts of purchase of the damaged, lost or stolen items,
    - be) original air tickets, baggage and travel tickets,
    - bf) firearm certificate, valid firearm license in compliance with generally binding legal enactments and evidence of the purpose of the insured trip (e.g. invitation to a shooting ground, a contract for a paid hunting, invitation of organiser of a shooting sport event etc.).
- 3) If the Insured learns that the stolen or lost items have been found, he/she is obliged to:
- a) notify the Insurer in writing about this without undue delay,
  - b) If the Insured items are found before indemnification has been paid, the Insured has the duty to take the found items back. The Insurer shall pay adequate cost of repair of damage to such baggage that occurred during the period when the Insured was deprived of the possibility of disposal with the baggage of the insured items,
  - c) If indemnification has been paid before the insured items have been found, the Insured has the duty to take the found items back and return to the Insurer the paid-out benefits, reduced by the amount of adequate costs of repair and elimination of damage that occurred during the period when the Insured was deprived of the possibility of disposal with the luggage of the insured items, latest within 5 days from the delivery of the request of the Insurer to return indemnification.

## **THIRD PARTY LIABILITY INSURANCE**

### **Article 34 Object of insurance**

Object of the insurance of liability of the Insured for damage caused to a third person is:

- a) damages to health,
- b) property damage.

### **Article 35 Insured Event and Scope of Coverage**

- 1) An insured event is the inception of the duty of the Insured to pay compensation for damages that occurred during the insured trip and for which the Insured, in connection with his/her everyday activities, is liable according to civil law of the country where the insured



event occurred. Everyday activities shall mean above activities connected with the insured trip.

- 2) The insurance covers third party liability for damage to health, including expenses in the event of death, and for property damage. The insurance also covers legal protection against unjustified claims of indemnification for such damages.
- 3) The Insurer shall pay on behalf of the Insured the cost of civil court proceedings or out-of-court negotiation of the claim, arising from an insured event, if the proceedings were necessary to determinate the liability of the Insured, or the extent of the claim.

### **Article 36 Insurance Benefits**

- 1) The Insurer shall pay indemnification for all damage caused by one insured event, including the cost of court proceedings according Art. 35, paragraph 3) of present part of GTC-T, up to the agreed limit of insurance benefits.
- 2) The Insurer shall pay for all insured events that occurred during the policy period up to the maximum of three times the agreed sums limit of insurance benefits.
- 3) If a court or other competent authority decides on the obligation of the Insured to indemnify the damage, the Insurer shall provide insurance benefits according to such decision only after the decision becomes legally effective.

### **Article 37 Exclusions from Insurance**

- 1) In addition to exclusions mentioned in Art. 14 of present GTC-T, excluded from payment of benefits is also liability of the Insured for damage:
  - a) acknowledged in excess of limits defined by generally binding legal regulations,
  - b) caused to near relatives and members of the same household,
  - c) to the property of the Insured and/or travel companions,
  - d) arising from the ownership of immovable property and movable property forming its contents (furniture etc.),
  - e) due to the operation, ownership or possession of motor or motorless vehicles and other motor means of transport. For the purpose of this sub-section, motorless vehicles shall not include bicycles without auxiliary motor, scooters without auxiliary motor, three-wheelers without motor propulsion, four-wheelers without motor propulsion, hand-carts and wheel-chairs for handicapped.
  - f) caused by an activity for which a generally binding legal regulation sets out the obligation to conclude an insurance contract,
  - g) caused to property received by the Insured from another person for the purpose of fulfilling an obligation,
  - h) in connection with the possession or use of a gun,
  - i) due to the performance of hazardous sports and hazardous activities included in a high-risk group, if not agreed otherwise in the insurance contract,
  - j) caused in direct connection with the performance of profession, business or other gainful activities, including work included in a high-risk group,
  - k) caused due to a mental disorder or illness of the Insured,
  - l) caused by the transfer of sexually transferable diseases or the HIV virus,
  - m) caused to jewels or other items of artistic value, historical or collector´s value (such as statues, paintings or stamp collections, etc.),

- n) caused to the environment,
  - o) caused to property borrowed, leased or taken into deposit, with the exception of liability of the Insured for damage caused to accommodation facilities or contents of the accommodation facilities which the Insured provably used in connection with accommodation services provided to the Insured,
  - p) to property caused by an animal for which the Insured is liable.
- 2) The Insurer shall not pay any loss of profit, any fines, financial punishment or exemplary damages.

### **Article 38 Duties in Case of an Insured Event**

In addition to the duties mentioned in Art. 15, paragraph 2) of present GTC-T, the Insured shall:

- a) be obliged to report without undue delay any loss event ,
- b) acknowledge his/her extent o liability or pay any indemnification only with prior written consent of the Insurer. This does not apply to simple admission of a fact or action to prevent an imminent damage from occurring or to mitigate its consequences,
- c) if any proceedings are started against the Insured in connection with an insured event:
  - ca) negotiate with the Insurer in advance any use of legal assistance,
  - cb) follow the instructions of the Insurer and, upon mutual agreement, let himself be represented by an appointed counsel,
  - cc) submit to the Insurer upon their delivery all documents relevant for the proceedings.

### **Article 39 Title of the Insurer to Refund of Paid Benefits**

- 1) If the Insured breaks the duties set out in present GTC-T, the Insurer is entitled to a refund of insurance benefits proportionally to the gravity of such breach of duties, if it:
  - a) contributed to the onset or to the increase of the extent of consequences of an insured event,
  - b) prevented the Insurer from obtaining proof that the damage occurred according the provisions of the insurance contract.
- 2) If the Insured caused the damage due to consumption of alcohol or drugs, the Insurer is entitled to an adequate compensation of amounts which the Insurer paid on behalf of the Insured.

## CANCELLATION FEES INSURANCE

### Article 40 Object of Insurance

Object of the insurance are costs incurred by the Insured due to cancellation fees demanded by a service provider.

### Article 41 Insured Event

- 1) An insured event is the cancellation of a travel service that should have been consummated during the time defined in the insurance contract by the date of insurance inception and date of insurance expiry, due to any of the following events, if the event occurred during the policy period of cancellation fees insurance:
  - a) serious acute illness or injury sustained by the Insured, his/her near relative or a travel companion that required treatment at home or hospitalisation;
  - b) pregnancy of the Insured or of a travel companion which was not known and could not be known at the time of purchase or binding reservation of the travel service;
  - c) death of the Insured, his/her near relative or of a travel companion;
  - d) substantial damage to the property of the Insured or of a travel companion that occurred during the policy period, caused by a natural peril or criminal act of a third person, if the Insured provides proof that due to this he/she could not start the insured trip,
  - e) considerable damage of the property of the Insured or his/her travel companion that occurred in the SR during policy period due to a natural peril or criminal act of a third person, if the Insured provides evidence that he/she cannot travel due to this event;
  - f) destruction or loss of travel documents of the Insured or his/her travel companion due to a natural peril less than 3 working days before the start of the insured trip;
  - g) delivery of a warrant to appear before a court to the Insured or his/her travel companion, if the date of the judicial proceedings is within the duration of the insured trip;
  - h) military training for which the Insured or a travel companion has been called up, provided the Insured or travel companion can prove that the call notice had been delivered after the insurance contract has been made.
- 2) If the insurance contract including cancellation fees insurance has not been made until 24:00 hrs of the day immediately following the day when:
  - a) the first instalment (advance payment) or whole price for the travel service was paid to the service provider; depending which occurred first, or
  - b) the travel service was bindingly booked and the booking confirmed by the service provider while, at the same time, payment of an instalment or price of the travel service is not required by the service provider prior to the first day of use of the service,an insured event shall be only such event defined in paragraph 1) of present Article, which occurs after the lapse of the waiting period defined in present GTC-T.
- 3) If cancellation fees insurance has been agreed in an insurance contract, by way of derogation from Art.3, par.1) of present GTC-T, unlimited territorial validity is stipulated for this insurance; the unlimited territorial validity does not apply to insured events defined in par. 1) sub-par. d) of present Article.

- 4) In case of cancellation of a travel service due to illness or injury as defined in par. 1) sub-par. a) of present Article, if the travel service has been cancelled earlier than 30 days before the expiry of the policy, the reason due to which the insured event occurred shall be the hospitalisation or treatment at home immediately preceding the cancellation of the travel service.
- 5) In case of cancellation of a travel service due to illness or injury as defined in par. 1) sub-par. a) of present Article, if the travel service has been cancelled later than 30 days before the expiry of the policy, the reason due to which the insured event occurred shall be the first hospitalisation or treatment at home required by such illness or injury within 30 days before the expiry of the policy period; if there was no hospitalisation or treatment at home during 30 days before the expiry of the policy period, the reason of occurrence of the insured event shall be deemed the hospitalisation or treatment at home immediately preceding the cancellation of the travel service.
- 6) If the Insured breached the obligations specified in Art. 44, par. 1) of present GTC-T and this breach of obligations caused an increase of cancellation fees, the Insurer shall pay indemnification only up to the amount to which the Insured would be entitled if he/she would have not breached the obligations specified in Art. 44, par. 1) of present GTC-T. The Insurer shall proceed in a similar way also in case when first hospitalisation or first treatment at home required by an illness or injury within 30 days before the expiry of the policy period is deemed to be the cause of occurrence of the insured event, as defined in par. 5) of present Article of GTC-T; in such case, the Insurer shall pay indemnification in the amount to which the Insured would be entitled if he/she would have cancelled the travel service without undue delay, however, not later than 5 working days from the first hospitalisation or first treatment at home required by such illness or injury within 30 days before the expiry of the policy period.

#### **Article 42 Payment of Insurance Benefits**

- 1) The Insurer shall pay documented amounts that the Insured is obliged to pay to the service provider in connection with the cancellation of a travel service.
- 2) Insurance benefits shall be paid up to the maximum amount of cancellation fees agreed in advance with the service provider, however, not more than the agreed sum insured or limit of insurance benefits.
- 3) In case of cancellation of a travel service due to reasons specified in Art. 41 of present GTC-T that occurred to a travel companion who is not a near relative of the Insured, the Insurer shall pay insurance benefits only in case the Insured would have to travel alone.
- 4) The Insured is entitled also to payment of fees incurred due to a change of the beneficiary of travel services, under condition and in the scope specified in Art. 41 of present GTC-T.

#### **Article 43 Exclusions from Insurance**

In addition to exclusions specified in Art. 14 of present GTC-T, excluded from payment of insurance benefits is also cancellation of a travel service:

- a) due to an illness, injury or their consequences that existed and had been diagnosed before the insurance contract was concluded, and in connection with which the Insured has not complied with the instructions of the attending physician,
- b) due to intentional abortion,
- c) due to pregnancy and any of its consequences or complications, including delivery and connected complications, with the exception of cases specified in Art. 41, par. 1) subsect. b) of present GTC-T,
- d) due to periodical medical check-ups or planned medical treatment or its consequences,
- e) due to the fact that the Insured did not submit to vaccination obligatory in the SR or in a country visited during the insured trip,
- f) due to aggravation of a disease or post-traumatic condition that existed at the time of conclusion of the insurance contract and, during the 12 months immediately preceding the conclusion of the insurance contract, required hospitalisation or caused deterioration of health,
- g) due to loss or theft of travel documents with the exception of cases specified in Art. 41, par. 1) subsect. e) of present GTC-T.

#### **Article 44 Duties in Case of an Insured Event**

- 1) The Insured is obliged to cancel travel services without unnecessary delay at the provider after the occurrence of a circumstance that prevents him/her to participate in the insured trip so as to prevent any increase of the cancellation fees, however, latest within 5 working days after the occurrence of the circumstance that prevents the Insured to participate in the insured trip.
- 2) In addition to obligations specified in Art. 15 par. 2) of present GTC-T, in case of an Insured Event the Insured is obliged to submit:
  - a) confirmation of the cancellation of travel service issued by the provider,
  - b) accounting document (cash receipt, bank account statement etc.) in respect of payment for the travel service,
  - c) cancellation invoice of the service provider and cash receipt of payment, or other accounting document showing the payment of the cancellation fee,
  - d) medical report, report of the attending physician and other necessary documentation, such as an account statement of the patient from the health Insurer, excerpt from medical files etc.
- 3) If the Insured cancels a travel service due to circumstances specified in Art. 41 of present GTC-T, he/she shall submit to the Insured documents proving the occurrence of the Insured Event; in case of illness or injury, the Insured shall submit to the Insurer a report issued by the

attending physician, who may not be a near relative or a family member; the report must have been issued before the planned beginning of the insured trip.

- 4) Provisions of present Article apply adequately also to beneficiaries.

## **CANCELLATION FEES INSURANCE "SPECIAL"**

### **Article 45 Object of insurance**

Object of the insurance are costs incurred by the Insured due to cancellation fees demanded by a service provider.

### **Article 46 Insured Event**

- 1) An insured event is the cancellation of a travel service that should have been consummated during the time defined in the insurance contract by the date of insurance inception and date of insurance expiry, due to any of the events specified in Art. 41, subsect. a) to g) of present GTC-T, if the event occurred during the policy period of cancellation fees insurance „Special“.
- 2) An insured event is also is the cancellation of a travel service that should have been consummated during the time defined in the insurance contract by the date of insurance inception and date of insurance expiry, if the event occurred during the policy period of cancellation fees insurance „Special“, due to any of the following reasons:
  - a) notice by the employer given to the Insured or a travel companion, with the exception of a notice due to breach of work discipline,
  - b) refusal to issue visa to the Insured or a travel companion due to other reasons than late submission of the application or non-compliance with formal requirements on the application for visa,
  - c) submission of a divorce proposal by the spouse of the Insured,
  - d) substantial damage to the property of the Insured or of a travel companion that occurred in the SR, 5 days or less before the start of the insured trip, caused by water, liquid or steam leaking due to a (technical) fault not caused by the Insured or the travel companion, from:
    - d a) supply or discharge piping of a water-supply or sewage system, including fittings, or other connected fixture,
    - d b) heating, air-conditioning or solar system, including fittings or other connected fixture,
    - d c) Sprinkler or other automatic fire-prevention facility,

If the extent of such event prevented the Insured or a travel companion to start the insured trip,

  - e) missing of means of transport intended for travelling from the SR to abroad, due to:

- e a) a traffic accident in which the Insured or the travel companion participated,
  - e b) train operation having been affected by an accident, exceptional event or technical failure and the Insured submits evidence that the Insured or a travel companion travelled by such train,
  - f) a natural peril, war event or act of terrorism in the destination of a country where the Insured proves to have intended to travel and the occurrence of which has been declared by state authorities of the SR along with a warning that it is not recommended to travel or it is recommended to re-consider travel to such area and provided that such declaration has been issued officially only after the insurance contract was made.
- 3) If the insurance contract including cancellation fees insurance "Special" has not been made until 24:00 hrs of the day immediately following the day when:
- a) the first instalment (advance payment) or whole price for the travel service was paid to the service provided; depending which occurred first, or
  - b) the travel service was bindingly booked and the booking confirmed by the service provider while, at the same time, payment of an instalment or price of the travel service is not required by the service provider prior to the first day of use of the service,
- an insured event shall be only such event defined in paragraph 1), subsections a) to g) of Article 41, which occurs after the lapse of the waiting period defined in present GTC-T.
- 4) If cancellation fees insurance "Special" has been agreed in an insurance contract, by way of derogation from Art.3, par.1) of present GTC-T, unlimited territorial validity is stipulated for this insurance; the unlimited territorial validity does not apply to insured events caused by reasons defined in par. 1) subsect. d) of Article 41 and par. 2) subsect. d) and e) of present Article.

### **Article 47 Payment of Insurance Benefits**

- 1) Insurance benefits are benefits specified in Art. 42, par. 1) and 2) of present GTC-T,
- 2) In case of cancellation of a travel service due to reasons specified in Art. 46 of present GTC-T that occurred to a travel companion who is not a near relative of the Insured, the Insurer shall pay insurance benefits only in case the Insured would have to travel alone.
- 3) The Insured is entitled also to payment of fees incurred due to a change of the beneficiary of travel services, under condition and in the scope specified in Art. 46 of present GTC-T.

### **Article 48 Exclusions from Insurance**

In addition to exclusions specified in Art. 43 of present GTC-T, excluded from payment of benefits is also any loss:

- a) due to refusal to issue visa if the Insured or a travel companion has not complied with deadlines and/or formal conditions for their issue,
- b) in case the service provider, before the beginning of the insured trip, is forced, due to reasons specified in Art. 46, par. 2), subsection f) of present GTC-T, change

- important conditions of the travel service, based on which the Insured (customer) cancels the ordered travel service (withdraws from the travel service contract),
- c) for the compensation of which by the provider is the Insured entitled pursuant generally binding legal enactments.

#### **Article 49 Duties in Case of an Insured Event**

- 1) Duties of the Insured in case of an insured event are set out in Art. 44 of present GTC-T.
- 2) In case of occurrence of an insured event specified in Art. 46, par. 2) of present GTC-T, the Insured shall submit to the Insurer documentary evidence of the occurrence of the insured event.

### **UNUSED TRIP (TRIP INTERRUPTION/DELAY) INSURANCE**

#### **Article 50 Object of Insurance**

Object of the insurance is unused travel service that should have been consummated within the period of time specified in the insurance contract by date of inception and date of expiry of the insurance, due to:

- a) Delayed departure (delayed beginning of consummation of a travel service),
- b) Premature return (premature end of consummation of a travel service).

#### **Article 51 Insured Event**

- 1) An insured event pursuant Art. 50 subsection a) of present GTC-T shall be delayed departure (delayed beginning of consummation of a travel service) due to:
  - a) sudden change of health of the Insured that required treatment at home or hospitalisation,
  - b) sudden change of health of a near relative or travel companion that required treatment at home or hospitalisation, if such near relative or travel companion should have travelled together with the Insured to the final visited destination,
  - c) death of a near relative or death of a travel companion,



- d) substantial damage to the property of the Insured or of a travel companion that occurred during the policy period in the SR, caused by a natural peril or criminal act of a third person,
- e) damage or loss of travel documents of the Insured or of a travel companion caused by a natural peril,

under the condition that such event occurred 5 or less days before the inception of insurance specified in the insurance contract and, at the same time, the event occurred during the policy period of cancellation fees insurance or cancellation fees insurance „Special“.

- 2) An insured event pursuant Art. 50, subsection b) of present GTC-T shall be premature return to the SR or other place where the insured trip started (premature end of consummation of a travel service) that occurred earliest on the day immediately following the day of inception of insurance specified in the insurance contract however latest on the day immediately preceding the day of expiry of insurance specified in the insurance contract, and only if such premature return of the Insured had been approved in advance by the Assistance Company or the Insurer, and if it occurred due to:
  - a) Sudden change of health of the Insured requiring his/her repatriation organised by the Assistance Company,
  - b) sudden change of health of a near relative or travel companion that required hospitalisation, if such near relative or travel companion was staying with the Insured in the visited destination,
  - c) death of a near relative or death of a travel companion of the Insured,
  - d) substantial damage to the property of the Insured or of a travel companion that occurred during the policy period in the SR, caused by a natural peril or criminal act of a third person,
- 3) If the insurance contract including cancellation fees insurance has not been made until 24:00 hrs of the day immediately following the day when:
  - a) the first instalment (advance payment) or whole price for the travel service was paid to the service provided; depending which occurred first, or
  - b) the travel service was bindingly booked and the booking confirmed by the service provider while, at the same time, payment of an instalment or price of the travel service is not required by the service provider prior to the first day of use of the service, an insured event shall be only such event defined in paragraph 1) or 2) of present Article, which occurs after the lapse of the waiting period defined in present GTC-T.
- 4) By way of derogation from Art.3, par.1) of present GTC-T, unlimited territorial validity is stipulated for unused trip insurance; the unlimited territorial validity does not apply to insured events caused by reasons defined in par. 1) subsect. d) and par. 2) subsect. d) of present Article.

## **Article 52 Payment of Insurance Benefits**

- 1) The Insurer shall pay the agreed sum insured for each day of the insured trip during which, due to an insured event, travel services have not been consummated, however, maximum for 10 days. The number of unused days shall be calculated:

- a) In case of delayed departure, from the day specified in the insurance contract as date of inception of insurance, until the day immediately preceding the day when the Insured according provided evidence started to consummate the travel services,
- b) In case of premature return, from the day immediately following the day when the Insured according provided evidence ceased to consummate the travel services, until the day specified in the insurance contract as date of expiry of insurance.

In case of events specified in Art. 51 of present GTC-T that happened to a travel companion who is not a near relative, the Insurer shall pay insurance benefits only if the Insured would have to start (start to consummate travel services) or continue the insured trip alone.

- 2) Insurance benefits calculated according paragraph 1) of present Article shall be paid up to the maximum amount of sum insured for the travel services agreed for cancellation fees insurance or cancellation fees insurance "Special".
- 3) If the sum insured for travel services applies (in total) to several insured persons, insurance benefits calculated according paragraph 1) of present Article shall be provided in the maximum amount of the respective proportional part of the sum insured for the travel services per one person. The proportional part shall be calculated for the purpose of unused trip insurance as the ratio of agreed sum insured for travel services and the number of persons insured by the same insurance contract (identified by the same policy number).

### **Article 53 Duties in Case of an Insured Event**

In addition to duties specified in Art. 15, par. 2) of present GTC-T, in case of an insured event the Insured:

- a) shall provide evidence of the reason for delayed departure and of the beginning of consummation of travel services,
- b) in case of occurrence of an event mentioned in Art. 51 par. 2) of present GTC-T, the Insured or another entrusted person shall contact the Assistance Company without unnecessary delay and gain approval for the premature return.

## **ADDITIONAL ASSISTANCE SERVICES INSURANCE**

### **Article 54 Object of insurance**

- 1) Object of the insurance are additional assistance services provided to the Insured by the Assistance Company in case of an emergency during the insured trip of the Insured abroad, or in connection with an insured event covered by insurance specified in Art. 2, par. 1), subsections a), c) and d) of present GTC-T that occurred in a foreign country.

- 2) For the purpose of this insurance, a foreign country shall mean the territory of a state within the stipulated territorial validity outside the SR.

### **Article 55 Insured Event**

For the purpose of additional assistance services insurance, an insured event shall mean:

- a) criminal, civil or offence proceedings conducted in a foreign country, or an imminent danger that it will be conducted against the Insured,
- b) loss of personal or travel documents, cash or payment cards,
- c) change of trip due to exceptional circumstances,
- d) premature return to the SR due to:
  - da) hospitalisation or death of a near relative,
  - db) hospitalisation or death of Insured's deputy in work or business,
  - dc) occurrence of substantial damage due to a natural peril or criminal behaviour of a third person to Insured's property in the SR,
  - dd) natural event, an epidemic or pandemic at place of Insured's sojourn, which made impossible or substantially limited the stay of the Insured at the visited destination,
- e) occurrence of substantial damage due to a natural peril or criminal behaviour of a third person to Insured's property in the SR,
- f) interruption of the insured trip in case of a business trip of the Insured, due to:
  - fa) death, hospitalisation or repatriation of the Insured,
  - fb) premature return of the Insured due to events specified in subsection d), items da) to dc) of present Article,
- g) delayed delivery of baggage.

### **Article 56 Scope of Insurance and Payment of Insurance Benefits**

- a) In case of an insured event specified in Art. 55, subsect. a) of present GTC-T, the Insurer shall arrange, upon a request from the Insured, legal assistance for the Insured and shall pay costs of legal assistance up to the amount of agreed limit of insurance benefits.
- b) In case of an insured event specified in Art. 55, subsect. b) of present GTC-T, the Insurer shall:
  - ba) Upon a request of the Insured, provide necessary information for the solution of the situation and minimisation of losses,
  - bb) Provide help with blocking the documents in financial institutions, carriers etc., if the Insurer has been authorised by the Insured to do so in writing,
  - bc) in case of loss of a passport, the Insurer shall pay costs necessary for the procurement of a replacement; the cost of procurement of replacement documents are limited to the cost of travel to the appropriate consular office and phone calls connected with the procurement of the replacement documents,up to the amount of stipulated limit of insurance benefits.

- c) In case of an insured event specified in Art. 55, subsect. c) of present GTC-T, the Insurer, upon a request of the Insured, shall inform the Insured's relatives or employer of the change of Insured's trip.
- d) In case of an insured event specified in Art. 55, subsect. d) of present GTC-T, the Insurer shall pay to the Insured costs necessary for premature return from the insured trip to the SR, if the originally planned means of transport could not be used and if the costs have been spent with Insurer's or Assistance Company's consent. If such consent has not been given, the Insurer shall pay only costs of premature return up to an amount for which the premature return could have been organised or which would have been paid for by the Assistance Company.
- e) In case of an insured event specified in Art. 55, subsect. e) of present GTC-T, the Insurer, upon a request, shall provide technical assistance necessary for mitigation of consequences or prevention of increase of the extent of an already sustained substantial damage, up to the amount of stipulated limit of insurance benefits.
- f) In case of an insured event specified in Art. 55, subsect. f) of present GTC-T, the Insurer shall pay costs of transport for one deputy who will continue the interrupted insured trip, if it was a business trip and if the costs were spent with Insurer's consent or the consent of the Assistance Company. If such consent has not been given, the Insurer shall pay only costs of transport for a deputy up to an amount for which the transport could have been organised or which would have been paid for by the Assistance Company.
- g) In case of an insured event specified in Art. 55, subsect. g) of present GTC-T, in case of delayed delivery of baggage by an airline during the insured trip abroad, the Insured is entitled to indemnification for the purchase of necessary clothing and toiletries, up to the stipulated limit of insurance benefits, if the baggage has not been delivered by the airline to the destination within the stipulated time limit after the arrival of the Insured. The compensation of costs of items purchased after the arrival shall be paid upon the submission of a certificate of the airline about the delay of the baggage and documents proving that the Insured incurred the costs.

### **Article 57 Assistance Excluded from Insurance Benefits**

Additional assistance services shall not be provided in connection with losses excluded from payment of insurance benefits pursuant Art. 14 of present GTC-T and in connection with an insured trip of the Insured in the SR. Additionally, excluded is the provision of the following additional assistance services:

- a) arrangement of legal assistance in connection with:
  - aa) operation of a motor vehicle by the Insured,
  - ab) execution of a profession or business activities of the Insured,
  - ac) indictment of the Insured of the possession, use or trading narcotics, psychotropic substances, drugs or arms, or if the Insured is indicted for activities connected with a political party, religious movement or other organisation of similar kind,
- b) payment of bail.

## **INSURANCE OF DELAY OF FLIGHT OR DELAY OF MEANS OF TRANSPORT**

### **Article 58 Object of insurance**

- 1) Object of the insurance is:
  - a) Delay or cancellation of a flight,
  - b) Delay of means of transport.
- 2) Means of transport within the meaning of paragraph 1) subsection b) of present Article shall be a motor vehicle intended for the transport of passengers as set out in generally binding legal enactments.

### **Article 59 Insured Event**

- 1) An insured event pursuant Article 58, subsection a) of present GTC-T shall be:
  - a) delay of a flight the booking of which has been confirmed and registered by an airline or service provider if the time difference between the planned departure to visited destination or from visited destination back to the country of departure and real time of departure is more than 6 hours,
  - b) cancellation of a flight the booking of which has been confirmed and registered by an airline or service provider,

due to an unexpected strike at the operating airline, unfavourable weather conditions, natural peril, accident or technical failure.

- 2) An insured event pursuant Art.58, par. 1) subsect. b) of present GTC-T shall be a delay of means of transport due to its accident or failure, if such transport has been included into travel services purchased from a provider and if the time difference between the planned departure and planned arrival into the visited destination or from the visited destination back to the country of departure is more than 3 hours.

### **Article 60 Payment of Insurance Benefits**

- 1) In case of an insured event specified in Art. 59, par. 1) of present GTC-T, the Insurer shall indemnify the Insured, upon the submission of receipts, for necessary costs of refreshments (except for alcoholic beverages and tobacco products) and basic toiletries up to the amount of stipulated limit of insurance benefits.
- 2) In case of and insured event specified in Art. 59, par. 2) of present GTC-T, the Insurer shall pay to the Insured the stipulated sum insured.

### **Article 61 Exclusions from Insurance**

In addition to exclusions specified in Art.14 of present GTC-T, payment of benefits is excluded:

- a) In case of a delay of irregular flight ("charter"),
- b) In case of delay of means of transport due to operation reasons of the executing carrier,
- c) In case of delay caused by a strike, operational or other reasons causing the delay or cancellation of the flight or delay of means of transport that were known at the time of booking of the flight or means of transport or travel services including such transport,
- d) In case the Insured missed the flight or departure of means of transport,
- e) If the Insured did not comply with conditions for successful passing the check-in,
- f) In case of consequential damages, other damages caused by the delay or cancellation of flight or delay of means of transport, such as loss of profit, loss of income etc.

### **Article 62 Duties in Case of an Insured Event**

In addition to duties set out in Art. 15 par. 2) of present GTC-T, in case of an insured event the Insured is obliged to submit:

- a) original flight ticket or travel ticket and a document of booking, with the date of booking,
- b) written confirmation of the delay of flight or cancellation of flight, issued by the operating carrier, stating the reason and time of actual departure,
- c) written confirmation of the delay of means of transport issued by the operating carrier, stating the reason and total time of delay,
- d) original receipts for refreshments and/or toiletries.

## **INSURANCE OF RESCUE ACTIONS COSTS**

### **Article 63 Object of insurance**

Object of the insurance are costs incurred in connection with rescue activities carried out during an insured trip:

- a) by the Mountain Rescue Service in a mountain area in the SR,
- b) by a rescue service outside the SR.

### **Article 64 Insured Event and Payment of Insurance Benefits**

#### **I. Insured Event in the SR**

- 1) An insured event is the onset of the duty of the Insured to pay to the mountain (rescue) service the costs of rescue actions carried out during an insured trip,
- 2) The Insurer is obliged to provide insurance benefits by the payment of:
  - a) costs connected by rescue activities of employees of the mountain (rescue) service, using adequate specific means (of rescue),

- b) transport from the mountain area into a medical or accommodation facility by adequate means of transport,  
up to the amount of stipulated limit of insurance benefits.

## II. Insured Event outside the SR

- 1) An insured event is the onset of the duty of the Insured to pay to the rescue service the costs of rescue actions,
- 2) The Insurer is obliged to provide insurance benefits by the payment of:
  - a) costs connected by rescue activities of employees of the rescue service, using adequate specific means (of rescue),
  - b) transport into accommodation facility by adequate means of transport,  
up to the amount of stipulated limit of insurance benefits.

### Article 65 Exclusions from Insurance

In addition to exclusions set out in Art. 14 of present GPC-TI, excluded from insurance benefits are also:

- a) losses due to gross and wilful breach of safety or legal regulations or of the instructions of a mountain or (other) rescue service,
- b) actions not resulting from necessary protection of life and health, including unnecessary rescue actions due to Insured's erroneous information or failure to inform about his/her route of hike, place of action or change of route, place or time of return,
- c) costs incurred due to the performance of hazardous sports and activities, if not agreed otherwise in the insurance contract,
- d) costs incurred due to the performance of sports, activities or work included in a high-risk group, if not agreed otherwise in the insurance contract,
- e) costs of rescue activities incurred outside the SR spent in connection with injury or sudden illness of the Insured.

### Article 66 Duties of the Insured

In addition to duties set out in Art. 15 par. 1) of these GPC-TI, the Insured is also obliged to:

- a) adhere to the rules of safe travel in a mountain region in the SR or in a region outside the SR, adhere to the instructions and prohibitions of mountain or rescue service, abide by warning, information and other facilities connected with the safety of persons in a mountain region in the SR or in a region outside the SR,
- b) adhere to generally binding legal regulations,
- c) adhere to the rules of behaviour on a ski-course, set up by the operator of the course,
- d) before a tour, hike or climb, to register in the tours and climbs book, if the Insured has the duty to do so.

## **Article 67 Duties in Case of an Insured Event**

In additions to the duties set out in Art. 15, par. 2) of these GPC-TI, the Insured is obliged to:

- a) in case of occurrence of a loss event, contact immediately the mountain or rescue service,
- b) submit to the Insurer original receipts proving the payment of costs or the invoice for the payment of costs
- c) submits to the Insurer documentary proof of costs incurred in connection with actions of a mountain or rescue service,

## **CONCLUDING PROVISIONS**

### **Article 68 Provision of Assistance Services**

Basic and additional assistance services are provided within the limits set out by the legal regulations and are subject to the consent of the competent authorities. The Insurer shall not be held responsible for the delay or disablement to provide assistance services due to war events, internal commotions, nuclear risks, acts of terrorism, natural perils or other objective impossibility to operate.

### **Article 69 Form of Legal Acts, Delivery of Documents**

- 1) Written form is required for all legal acts in respect of insurance, if relevant legal enactments do not allow also other form of legal acts.
- 2) Documents to the Insurer are deemed to have been delivered on the day when the receipt has been confirmed by the Insurer or authorised representative of the Insurer, if not stipulated otherwise.
- 3) Documents of the Insurer sent to the Policyholder or Insured or a beneficiary shall be delivered by post, however, they may be delivered also by an authorised representative of the Insurer, to the last address known to the Insurer. Documents sent to the Policyholder or Insured or a beneficiary (thereinafter "addressee") are deemed to have been delivered on the day when the document has been received by the addressee or on the day when the addressee refused the delivery of the document. In case the document is deposited at a post license holder due to the fact that the addressee has not been found at home, and the addressee does not collect it within the respective (deposit) period of time, it is deemed to have been delivered on the last day of this period, even if the addressee has not learned about the deposit of the document, or on the day when a document is returned to the Insurer as undelivered due to a change of the address, of which the Insurer has not been informed.



- 4) The Insurer is entitled to use alternative means of communication (telephone, e-mail, SMS, facsimile) for communication with the Policyholder, Insured, beneficiary or any authorised person in connection with insurance contract administration, claim adjustment and the offer of Insurer's products or services. Such means (of communication) however do not replace written form of (legal) acts in cases when written form is required by generally binding legal enactments or by the insurance contract.
- 5) The Policyholder and the Insured – if different from the Policyholder – by the conclusion of the insurance contract give their consent to the Insurer with the preparation and subsequent archiving of records of telephone calls between the Policyholder/Insured and the Insurer or the Assistance Company in connection with insurance and claim adjustment according the insurance contract, using technical equipment allowing their recording, storage and reproduction. The Policyholder and the Insured, by the conclusion of the insurance contract, give their consent with the use of the records and their copies by the Insurer in the course of implementation of rights and duties arising from the insurance contract. The Insurer is entitled to store such recordings until the settlement of all rights and obligations connected with the insurance according such insurance contract. The Insurer shall protect the recordings during the time of their storage from unauthorised access by third persons.
- 6) The consent of the Insured as set out in par. 5) of present Article may be given also later, in the course of enforcement of rights connected with an insured event.
- 7) Insurance claims shall be statute-barred upon the lapse of a three-year period of limitation. The period of limitation shall start one year after the occurrence of an insured event.
- 8) The Policyholder, Insured or beneficiary are not entitled to assign any claim or right arising from the insurance contract referring to present GTC-T to a third person or persons.
- 9) It is possible to divert from the provisions of these GPC-T in an insurance contract. Any deviation from these GPC-TI, agreed in an insurance contract, shall be effective earliest from the moment when the parties of the contract agreed on such deviation.

### **Article 70 Dealing with Complaints**

- 1) The Insurer accepts complaints in respect of its actions submitted orally or in writing. An orally submitted complaint shall be recorded by the Insurer. A written complaint may be delivered by the claimant personally, by post to the address of Insurer's domicile or by e-mail to [dialog@allianzsp.sk](mailto:dialog@allianzsp.sk).
- 2) The complaint must show the date of its submission, who is complaining, what is the subject of the complaint and what does the claimant demand. If the claimant is a natural person, the complaint must contain name, surname and address of residence of the natural person. If the claimant is a legal entity, the complaint must contain the name or trade name and address of domicile of the legal entity.
- 3) The Insurer is obliged to investigate any complaint and inform the claimant how the complaint has been settled or about the reasons of its dismissal within 30 days from its delivery. If the settlement of a complaint requires longer time, the aforesaid time limit

may be extended and the claimant shall be informed about this without unnecessary delay.

- 4) In case of dissatisfaction with the settlement of a complaint, the claimant may address the National Bank of Slovakia, which is the authority supervising the activities of the Insurer.

Endorsed in Bratislava, on November 6, 2015.

*Note: This English translation of General Terms and Conditions is for informative purposes only; legally relevant is the Slovak version*