

UNIQA pojišťovna, a.s.

Registered at the Metropolitan Court in Prague,

File B 2012

Evropská 136, 160 12 Praha 6

Company Number: 49240480

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UCZ/Ces/20

General Terms and Conditions of Insurance

for travel insurance

1. Opening provisions

1.1. Travel insurance arranged by UNIQA pojišťovna, a.s. (hereinafter referred to as the "Insurer"), is governed by the law of the Czech Republic. The Act on Insurance, the relevant provisions of the Civil Code, these General Terms and Conditions of Insurance (hereinafter referred to as the "GTCI"), and contractual provisions apply to such insurance. Should any of the terms and conditions specified above contain any variant regulation, in accordance with the law, the provisions presented in the terms and conditions of insurance or in the insurance contract itself shall apply.

1.2. The following types of insurance may be arranged within the bounds of travel insurance; these are further regulated in the special section to these GTCI:

- A) Medical expense insurance
- B) Assistance service insurance
- C) Accident insurance
- D) Liability insurance
- E) Luggage insurance
- F) Cancellation fee insurance
- G) Holiday compensation insurance
- H) Pet insurance
- I) Insurance for cancellation as a result of terrorism

1.3. The insurance specified in paragraph 1.2 under subparagraphs A), B), D), E), F), G), H), and I) is arranged as loss insurance, while the insurance specified under subparagraph C) is arranged as capitalised insurance.

2. General provisions

2.1. The Insurer undertakes, pursuant to the insurance contract in place, to provide benefit to the agreed extent should an insured event occur, and the Policyholder undertakes to pay a premium to the Insurer.

2.2. The insurance benefit limit and the amount of excess paid by the Insured for particular types of travel insurance are specified in the insurance contract. Excess is understood to be the amount which the Insured shares in the payment of each insured event and which the Insurer deducts from the awarded insurance benefit.

2.3. Legal acts concerning the creation, amendment, and termination of insurance must be made in writing. All amendments must be made in writing; otherwise they are considered to be invalid. "In writing" is considered to be a signed document on paper or an act done by way of electronic or other technical means. For the avoidance of doubt, the Contracting Parties have agreed that the requirement of being "in writing" is also satisfied if an act is done in the form of an electronic message in a format which sufficiently safeguards its contents from being altered and which is provided with the electronic mark of the acting person according to special regulation. However, communication by telephone with the call centre of the Insurer, by SMS or by e-mail is sufficient to report an event with which a person considered to be the beneficiary relates a claim for insurance benefit and the communication associated with this. The issuance of a policy and its sending to the Policyholder, confirmation by the Insurer of the validity of insurance, notification of the Insurer of rejection of a proposed insurance contract, other notification of the Insurer which does not amend the content of the insurance contract, the counter-proposal of the Insurer and consent to the application of the Policyholder for an amendment to the insurance contract or the information in the insurance contract may be done in the form of an electronic message in a format which sufficiently safeguards its contents from being altered, without the need for an electronic signature.

3. Duration of the insurance, insurance period

3.1. The Insurer shall, based on a proposal, decide to accept or reject that proposal within two months of receiving such proposal, or in the case of an act done by way of electronic or other technical means, within two months of the delivery thereof. An insurance contract is entered into at the instant of acceptance of the proposal. The Insurer shall issue the Policyholder with a policy, specifying the date of entering into the insurance contract, as written confirmation of having entered into an insurance contract.

3.2. Insurance coverage commences at 0:00 hours on the date arranged in the insurance contract as the commencement of insurance, not earlier however than from the date and time of arrangement of insurance specified in the insurance contract, and expires at 24:00 hours on the date arranged in the insurance contract as the end of the insurance; this provision does not apply to cancellation fee insurance. Cancellation fee insurance commences at the date and time of arrangement of insurance and expires at 24:00 hours on the date arranged in the insurance contract as the commencement of the insurance.

3.3. In the event that any insured person is already abroad at the time of arrangement of the insurance, insurance coverage is provided, at the earliest, from 0:00 hours on the 7th day following the date of arrangement of the insurance. The foregoing does not stand in the case that the client arranges follow-up insurance (i.e. the client already has valid insurance with the Insurer at the time of arranging a new insurance contract and the commencement of the insurance directly follows on from the existing insurance).

3.4. If the Insured is unable to return to the Czech Republic at the originally planned time as a result of an event of vis major (for example, the closure of air traffic, a natural disaster in the place of stay abroad, etc.), the validity of travel insurance is extended, automatically and without charge, to the same extent as has been arranged, for the period of time absolutely required to return to the Czech Republic.

3.5. An insurance contract becomes effective not earlier than at the instant of payment of the premium in the set amount, unless agreed otherwise in the insurance contract. If the premium is paid via a provider of payment services, the premium is paid at the instant of provable payment of the premium into the account of the Insurer. The premium must invariably be paid not later than on the date of commencement of the insurance; in the case of arrangement of cancellation fees, the commencement of the insurance is the date of arrangement of the insurance.

3.6. The insurance specified in paragraph 1.2 under subparagraphs A), B), C), D), E), G), and H) may not be interrupted, unless provided otherwise. The insurance specified in paragraph 1.2 under subparagraph F) and I) may be neither amended nor cancelled during the period of validity, unless provided otherwise.

3.7. In the case that the Insured is unable to return to the Czech Republic at the originally planned time as a result of necessary hospitalisation, the validity of his/her travel insurance is automatically extended, to the same extent as has been arranged and without charge, for the period of time absolutely required to return to the Czech Republic.

4. The territorial application of insurance

4.1. All types of travel insurance, excepting cancellation fee insurance, are valid within the geographical zone arranged in the insurance contract.

4.2. When arranging insurance for geographical zone 1, 2, and geographical zone 4, the insurance is valid in the states falling within the specific zone, invariably excepting states in which the insured has permanent or temporary residence or of which he/she is a citizen. In the case that the insured has been paying public health insurance in the Czech Republic for at least a year, the provision for zone 1, 2, and 4 does not apply.

4.3. The insurance may be arranged for geographical zone 1 (Europe, including the specified islands and territories, excepting the Czech Republic), geographical zone 2 (World, excepting the Czech Republic), geographical zone 3 (Czech Republic), and geographical zone 4 (World, excepting the Czech Republic, USA, and Canada).

a) Insurance arranged for geographical zone 1 covers insured events which occur within the territory of the following states:

Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Montenegro, Denmark (Faroe Islands), Egypt, Estonia, Finland, France, Greenland, Croatia, Ireland, Iceland, Italy, Israel, Kosovo, Cyprus, Lichtenstein, Lithuania, Latvia, Luxembourg, Hungary, Macedonia, Malta, Morocco, Moldova, Monaco, Germany, Netherlands, Norway (Svalbard), Poland, Portugal (Azores, Madeira), Austria, Romania, Russia (only the European part to the Ural Mountain range and the River Ural), Greece, San Marino, Slovakia, Slovenia, United Kingdom of Great Britain and Northern Ireland (Isle of Man, Gibraltar, Channel Islands), Serbia, Spain (Canary Islands, Balearic Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, Vatican.

b) Insurance arranged for geographical zone 2 covers insured events which occur within the territory of all states in the world (excepting the Czech Republic).

c) Insurance arranged for geographical zone 3 covers insured events which occur only within the territory of the Czech Republic.

d) Insurance arranged for geographical zone 4 covers insured events which occur within the territory of all states in the world (excepting the Czech Republic, USA and Canada).

4.4. Insurance may not be arranged for an area which a central body of state administration (for example, the Ministry of Foreign Affairs) has designated a war zone or for an area for which a central body of state administration (for example, the Ministry of Foreign Affairs) has published at its website a travel ban or a recommendation not to travel, unless agreed otherwise in the insurance contract.

4.5. Insurance may not be arranged for areas with extreme climatic or natural conditions (for example, for tours and expeditions, polar expeditions, expeditions to the desert, surveys of caves, trips to large, uninhabited areas, etc.). Insurance may not be arranged for

artistic activities, pyrotechnic activities, caving activities, stunt activities, taming activities, life-saving activities, or work in deep-shaft mines.

5. Sporting activities

5.1. Sports included in basic insurance:

aerobic, airsoft, aqua-aerobics, athletics, badminton, baseball, basketball, biathlon, bowling, inflatable water walking drum, boomerang, bungee running, bungee trampoline, curling, cycling, dragboat, duathlon, fitness and bodybuilding, floorball, footbag, football, frisbee, goalball, golf, handball, street hockey, mountain biking (not downhill), cheerleaders, in-line skating, yachting, horse-riding (camel-, elephant-riding), yoga and exercise for health, white-water canoeing difficulty level 1 and 2, kickboxing - aerobics, kiteboarding, kitesurfing, scootering, cycle ball, cricket, billiards, body-building, skittles, lacrosse, rope obstacles to 1.5 m with trained personnel, archery, Eisstockschiessen (Bavarian curling), modern gymnastics, football tennis, orienteering, pétanque, swimming, beach volleyball, field hockey, radio orienteering, rafting difficulty level 1 and 2, boat fishing, indoor football, showdown, road running, skiathlon, softball, spinning, angling, shooting sport (shooting at a target with a firearm), squash, table football, table hockey, table board games, table tennis, streetball, surfing, synchronised swimming, chess, fencing (classic), darts, snorkelling, ballroom dancing, tennis, tchoukball, trekking, rowing, Via Ferrata A, water skiing, water polo, volleyball, sightseeing flight in small aircraft, trip to the desert, sea trip by boat, mountain hiking without mountaineering equipment to an altitude of 3,000 m above sea level, windsurfing, juggling (diabolo, fireshow, juggling, yoyo) and other sporting activities of similar risk level.

Recreational sports:

are included in basic insurance. Recreational sports include short-term beach adrenalin activities which the Insured purchases directly on the beach from a local provider of services, e.g. banana ride, riding a water scooter, parasailing, water-skiing, diving with an instructor, etc.).

5.2. The following activities, in particular, are classified as dangerous sports:

ski acrobatics and ski-jumping, acrobatic dance, American football, combat and contact sports, white-water canoeing from difficulty level 3 upwards, kayak rafting, flight in a hot-air balloon, icebreaker, harpoon fishing, hunting, hunting animals with weapons, motor and air sports of any kind, motor sports on snow, ice or water, mountain boarding, paragliding, parasailing, parachuting, sailing and flying of all kinds, scuba diving, rafting from level 3 difficulty upwards and other white-water descent from level 3 difficulty upwards, sea kayaking, skateboarding, abseiling, tandem jump, participation in the reconstruction of historic battles, publicly-organised sporting competitions, Via Ferrata B-D, mountain hiking from 3,000 to 5,000 metres above sea level, matches or races in any kind of sport, hang gliding, professionally done sports of any kind, and other similarly dangerous sports.

Dangerous sports also include hiking or trekking on marked routes in areas beyond the Arctic Circle.

5.3. The following activities are classified as winter sports:

cross-country skiing on marked routes, bobsleighting on marked routes, skating, skibob ride, snow scooter ride, sports sled ride, figure skating, ice hockey, skiing on marked routes, speed skating, downhill skiing and snowboarding on marked routes, snow shoes, snow bike, and other sporting activities of a similar risk level.

5.4. The following activities are classified as uninsurable sports:

mountaineering, base jumping, running with bulls, bouldering, canyoning, dragster, freediving, rock climbing, cave diving, diving under ice, diving with sharks, ski mountaineering, ski jumping and ski flying, bungee-jumping, skiing and snowboarding outside marked downhill runs and routes, mountain hiking over 5,000 metres above sea level, and other sporting activities of comparable risk level.

5.5. Insurance for sporting activities which are not specified in subparagraphs 5.1 through 5.4 may be agreed with the Insurer. The Insurer invariably decides on the classification of a sport under a risk group.

6. Types of trips

6.1. A tourist trip means a tourist and sightseeing trip/stay, a study trip or a business trip of a non-manual nature, understood to be a placement or trip for the purpose of doing work of an administrative or management nature.

6.2. A business trip means a trip during which the Insured does manual activity abroad in connection with an employment, contractual, or other relationship.

6.3. A family trip means a tourist or sightseeing trip/stay, a study trip, a placement or a trip for the purpose of doing work of an administrative or management nature. Family insurance is valid for parents up the age of 65 inclusive (husband/wife, unmarried partner, registered partner) and children until the age of 18 (own, adopted), whereby a maximum of 6 persons may be insured.

7. Premium

7.1. The premium is the payment for the provision of insurance. The size of the premium is determined based on the rates specified by the Insurer for individual types of insurance according to actuarial principles.

7.2. The premium is determined either for the entire arranged period of insurance (one-off premium) or throughout the insurance period (regular premium).

8. Insurance benefit

8.1. The Insurer provides insurance benefit to a maximum of the arranged insurance benefit limits. Excess (the amount which the Insured pays towards insurance benefit) may be arranged in the insurance contract.

8.2. Insurance benefit is payable within 15 days of the date on which the Insurer concludes the investigation which is required in order to ascertain the extent of the obligation of the Insurer to pay. The Insurer is obliged to conclude such investigation within 3 months of the date on which the event with which the claim for benefit is associated is reported to it. If it is unable to conclude the investigation within this term, the Insurer is obliged to inform the person for whom the right to insurance benefit should be or has been established of the reasons for which it is unable to conclude the investigation and to provide that person, on request, with a reasonable advance, unless there are reasonable grounds to refuse this. This term does not run if the investigation is disabled or hindered as the fault of the beneficiary, the Policyholder or the Insured.

8.3. Insurance benefit is payable in the Czech Republic and in domestic currency, unless agreed otherwise in the insurance contract. The currency exchange rate of the Czech National Bank on the 1st business day of the month in which the insured event is adjusted is used for the conversion of foreign currency.

8.4. The Insurer is authorised to reduce insurance benefit for loss insurance by the amount of compensation for damage provided by a third party obligated to pay compensation for damage arising from the loss event.

8.5. Notwithstanding all other provisions of this Contract, the Insurer shall not provide insurance benefit or any other performance from insurance if such procedure would be contrary to the economic, trade, or financial sanctions and/or embargoes of the UN Security Council or the European Union or any domestic legal regulations or legal regulations of the European Union which apply to the parties to this insurance. This also stands for economic, trade, or financial sanctions and/or embargoes imposed by the United States of America or by other countries, unless this is contrary to the legal regulations of the European Union or domestic legal regulations. The above also applies, mutatis mutandis, to reinsurance contracts.

8.6. If, on account of a state of emergency or restraints of time (for example, the case of acute medical problems sustained by the Insured abroad), it is not possible to carry out a standard investigation of the loss event and the Insurer provides benefit under these circumstances for the purpose of averting or mitigating an imminent loss, aimed mainly at saving the life or health of the Insured, without it being absolutely clear at that time that the beneficiary has become entitled to insurance benefit, and it later comes to light that the event was not one which is covered by the insurance, or that the Insurer provided benefit to a greater extent than that which would correspond to the extent agreed in the insurance contract, the recipients of benefit and, jointly and severally with them, the person in favour of whom performance was provided, are obliged to return benefit to the extent which has no basis in the arranged insurance contract to the Insurer within 30 days of delivery of the written call of the Insurer.

9. The expiration of Insurance

9.1. Failure to pay the regular premium

a) The insurance expires with the ineffective passing of the term laid down by the Insurer in a reminder to pay the premium or an instalment on the premium as delivered to the Policyholder. The time limit for payment is 45 calendar days, unless agreed otherwise, and commences on the date of sending the reminder.

9.2. By way of notice of termination

a) If the insurance is arranged with a regular premium, it shall expire with termination by notice presented by the Insurer or by the Policyholder at the end of the insurance period; notice of termination must be delivered a minimum of 6 weeks prior to the date on which the insurance period expires; otherwise, the insurance shall expire at the end of the subsequent insurance period.

b) The Insurer or the Policyholder may terminate the insurance by notice within 2 months of the date of entering into the Insurance Contract. The period of notice is eight days, whereby it commences on the date which follows the delivery of notice of termination. The insurance expires with the passing of the period of notice.

c) The Insurer or the Policyholder may terminate the Insurance by notice within 3 months of the date of delivery of notification of the occurrence of an insured event. A period of notice of 1 month commences on the date of delivery of notice of termination and the Insurance expires with the passing of this period of notice. The insurance expires on the date which matches, by name or number, the date of delivery of notice of termination.

9.3. By withdrawal

a) If the Policyholder is a consumer or if the insurance contract is entered into by distance selling, the Policyholder is authorised to withdraw from the insurance contract within a term of 14 days of entering into such contract, but only in the case of the arrangement of a contract in which the arranged period of insurance is longer than one month. If the insurance contract is entered into outside the business premises of the Insurer, the Policyholder is authorised to withdraw from the insurance contract within a term of 14 days of the date of entering into that contract. A specimen form for withdrawal is available at the Insurer's website.

b) If a person interested in entering into an insurance contract or if the Policyholder, when there is an amendment to the insurance contract, responds falsely or in an incomplete manner to the written questions of the Insurer to concern the arranged insurance, either intentionally or through neglect, the Insurer may withdraw from the insurance contract if it is the case that it would not have entered into the insurance contract in light of truthful and complete answers to those questions.

The Insurer may exercise this right within 2 months of the date on which it ascertains such a fact or must have ascertained such a fact. This also stands in the case of a change of insurance contract.

- c) Withdrawal from an insurance contract results in the contract being terminated ab initio (from the beginning), unless provided otherwise hereunder. The Insurer is obliged to return the insurance premium paid, deducting from this the amount which it has already paid out from the insurance, without undue delay, and not later than within a term of 30 days, following the date of withdrawal from the insurance contract. In the event of withdrawal by the Insurer, the Insurer shall also deduct from the premium paid the costs associated with the establishment and administration of the insurance. The Policyholder, the Insured or another person is obliged, within the same term as the Insurer, to return to the Insurer the amount of insurance benefit paid which exceeds the amount of the premium paid.
- d) Withdrawal from an insurance contract which was entered into outside the business premises of the Insurer results in the termination of that contract with effect on the date of delivery of withdrawal to the other Contracting Party.

9.4. With refusal to provide insurance benefit

- a) The Insurer may refuse to provide benefit from the insurance contract if the cause of the insured event is a fact which the Insurer learns following the occurrence of the insured event and which it could not have ascertained during the arrangement of the insurance or the amendment thereof in consequence of written questions being answered falsely or incompletely, either intentionally or through neglect, and in the event that it would not have entered into the insurance contract or would have entered into it under different terms and conditions had it been aware of such facts at the time of entering into the insurance contract or if the beneficiary, when exercising the right to benefit from the insurance, knowingly states false or grossly-distorted information to concern the scope of the insured event or fails to disclose fundamental information to concern such event.
- b) The insurance expires on the date of delivery of notification of refusal to provide insurance benefit.

9.5. Other reasons for expiration

- a) The insurance expires on the date on which the insured risk or insured thing or other property value ceases to exist or on the date of death of an insured natural person or the dissolution of an insured legal entity without legal successor, unless agreed otherwise.
- b) The insurance expires on the date of expiration of the insurable interest, if this expires in the course of the duration of the insurance; however, the Insurer is entitled to the premium until such time as it learns of the expiration of the insurable interest.
- c) The insurance also expires on the date specified in a written agreement between the Insurer and the Policyholder or with the passing of the period for which the insurance is arranged.

10. The rights and obligations of the Policyholder, the Insured, and the beneficiaries

10.1. In the case of insurance of the insured peril of another, the Policyholder is obliged to familiarise the Insured with the content of the insurance contract to concern the insurance of his/her peril.

10.2. In addition to the obligations laid down by legal regulations, the Policyholder or the Insured or whoever is regarded as a beneficiary is obliged to act as follows:

- a) to make sure that an insured event does not occur and to do everything to ensure the prevention or moderation of the consequences of such an event (in particular, to seek medical treatment without delay);
- b) to respect the instructions of the assistance service, the instructions of the Insurer in the guidebook to travel insurance, the GTCI and the insurance contract;
- c) if expenses are not directly paid by the assistance service or by the Insurer, to report the insured event to the Insurer in writing immediately after returning to the Czech Republic, and not later than within 30 days of the end of the trip;
- d) to complete and send to the Insurer without undue delay a completed insured event report and the required documents and, as the case may be, to provide additional information about the insured event at the request of the Insurer and present other required documents; all documents presented must be made out in English, German, or Czech – otherwise the Insurer shall have these translated at the expense of the Insured;
- e) to submit to the Insurer all truthful information about the occurrence, course, and consequences of an insured event and, in the case of doubt, to prove to the Insurer entitlement to insurance benefit;
- f) to provide the Insurer with all required coaction during the investigation of the insured event, in particular to inform the Insurer of any other insurer and insurance benefit limits arranged in other insurance contracts, including travel insurance in card programmes;
- g) to, at the request of the Insurer, exempt a third party (in particular a doctor) from maintaining confidentiality with regard to facts associated with the insured event;
- h) to secure against another the right to reparation for a loss caused by an insured event or other similar right and to transfer this right, in writing, to the Insurer to the amount to which it has provided or evidently will provide benefit;
- i) whoever is regarded as a beneficiary or who has legal interest in insurance benefit may report to the insurance company an event with which a claim for insurance benefit is associated;
- j) the Insurer may reduce or refuse to provide insurance benefit in the case of failure to comply with obligations.

11. The duty to inform

11.1. In the case of travel insurance, the competent body for alternative dispute resolution with the Insurer is Česká obchodní inspekce (Czech Trade Inspection Authority), Štěpánská 567/15, 120 00 Praha 2, www.coi.cz. If the Policyholder arranged the insurance on-line, he/she has the right to resolve a consumer dispute via the electronic platforms found at the following website: <https://webgate.ec.europa.eu/odr/>.

11.2. The Policyholder, the Insured or, as the case may be, a beneficiary has the right to refer complaints to the Inspection Department of the Insurer or to ČNB (sekce regulace a dohledu nad pojišťovny) [Czech National Bank, Regulation and Supervision of Insurance Companies Division].

11.3. Obvodní soud pro Prahu 6 (The District Court for Prague 6), 28. pluku 1533/29b, 100 83 Praha 10, has jurisdiction for any judicial resolution of disputes with the Insurer.

12. The rights and obligations of the Insurer

12.1. The Insurer may reduce insurance benefit in the case of breach of the obligations of the Policyholder, the Insured, or of another person who has the right to insurance benefit if such breach has a fundamental influence on the occurrence of the insured event, the course of that insured event, magnification of the extent of the consequences of the insured event, or the ascertainment or determination of the amount of insurance benefit (for example, delayed reporting of the insured event, incompleteness of information about the insured event, etc.).

13. Delivery

13.1. The Insurer delivers documents to an address in the Czech Republic by post as standard or registered consignments or, as the case may be, in another appropriate way, unless agreed otherwise. In the case of a legal act done using electronic or other technical means, the Insurer delivers documents to the e-mail address specified in the proposal to enter into an insurance contract / the insurance contract or an amendment to the insurance contract or, in the case of a change to this e-mail address, to another e-mail address which is demonstrably reported to it.

13.2. If the addressee of a document is not reached even though he/she resides/works at the place of delivery, the document is delivered to another adult living in the same apartment or in the same building, working in the same place of business or employed at the same workplace, if that person is willing to attend to handing over the document. If delivery is not possible even by such means, the document is retained by the post office, which shall call on the addressee in an appropriate way to collect the document. A consignment is considered to have been delivered on the third business day following its sending or, if the consignment is sent to a different country, on the fifteenth business day following its sending.

Special section

Part A – Medical expense insurance

Article 1 – The object of the insurance

1. The insurance covers the required and provable expenses incurred by the Insured within the bounds of necessary medical treatment in consequence of an accidental injury to or the sudden illness of the Insured.

Article 2 – Insured event

1. An insured event in the case of medical expense insurance is an accidental injury to or unforeseeable acute illness of the Insured in a foreign country as requiring ambulatory or hospital examination or treatment.

2. The Insurer or the assistance service of the Insurer ensures the payment of the expenses incurred by the Insured in connection with absolutely required and appropriate medical care in consequence of the accidental injury to or sudden illness of the Insured. Unless provided otherwise in the insurance contract, such expenses are understood to be:

- a) ambulatory medical examination;
- b) a stay in hospital in a standard ward for the period absolutely required, which is substantiated by a medical report, i.e. treatment, procedures, and operations which, with respect to the medical condition of the Insured, cannot be postponed until his/her return to the Czech Republic;
- c) treatment by a dentist as a result of an accidental injury to the Insured or first aid provided to the insured; only treatment to alleviate pain (simple filling or extraction) is covered;
- d) medication prescribed by a doctor, whereby nutritional, fortifying or vitamin products, products used preventatively, supportively or addictively and cosmetic products are not permitted as medication;
- e) transportation to the closest suitable medical facility (and calling a doctor out to see the patient) if the Insured is unable to travel by the usual means of transport; transportation from the doctor to the closest suitable specialised hospital, all within the bounds of required and urgent medical treatment.

Article 3 – Insurance benefit

1. The Insured is, in the case of ambulatory treatment, obliged to contact the assistance service of the Insurer without delay. The assistance service will provide him/her with advice or assistance in seeking out medical treatment. Should the ambulatory doctor not accept a guarantee of payment from the Insurer via the assistance service, the Insured pays the cost of ambulatory medical care in accordance with this insurance on-the-spot him/herself, to the doctor or medical facility in cash. The Insured presents documents of such payment to the Insurer after returning to the Czech Republic. The Insurer, either itself or through the assistance service, pays insurance benefit to the Insured in domestic currency in the case that it finds the insured event to be liquid.

2. In the case of hospitalisation, the Insured is obliged to contact the assistance service of the Insurer, specified on the assistance card, without delay. The Insured is obliged to present the assistance card to the hospital. The Insurer, either itself or through the assistance service, pays the expenses associated with hospital treatment on behalf of the Insured. Should the medical facility not accept a guarantee of payment from the Insurer via the assistance service, the Insured pays the cost of medical care in accordance with this insurance on-the-spot him/herself, to the medical facility in cash. The Insured presents documents of such payment to the Insurer after returning to the Czech Republic. The Insurer, either itself or through the assistance service, pays insurance benefit to the Insured in domestic currency in the case that it finds the insured event to be liquid.

Article 4 – Exclusions from insurance

1. The Insurer is not obliged to pay insurance benefit in the case of:

- a) illnesses or injuries which occur during disturbances or criminal activity which the Insured has committed in the case of action which does not respect the legal provisions of the relevant country, in connection with war events or unrest, in the case of attempted suicide or self-harm; the Insurer may limit insurance benefit in the case of illnesses and injuries which occur following the consumption of alcohol or the use of a narcotic drug or a product containing such substance;
- b) examinations to ascertain pregnancy, abortion, birth; any complications after the 26th week of pregnancy or complications associated with risk pregnancy, examinations and treatment of infertility, artificial insemination, sterility treatment, contraception, unless provided otherwise in the insurance contract;
- c) stays at spas, sanatoriums, health-care facilities, convalescence facilities, treatment institutions, etc.;
- d) procedures which are not absolutely required, such as preventative checks and check-ups, vaccinations, cosmetic treatments and the consequences thereof, chiropractic procedures or therapies, adjustment of teeth and jaws, orthodontic care, the preparation and repair of prostheses, orthoses, epitheses, spectacles, contact lenses, hearing aids;
- e) infections transmitted predominantly by sexual intercourse, or AIDS;
- f) procedures carried out outside a medical facility which are not done by a doctor or nurse having the qualification to carry out the procedure, or treatment which is not scientifically or medically recognised;
- g) above-standard care, physiotherapy, or rehabilitation;
- h) specialised dental care – benefit is only provided for the provision of first aid in urgent, painful cases (extraction, simple filling);
 - i) the treatment of or an operation on a chronic illness if, within the 12 months prior, the illness required hospitalisation or was advancing or caused significant changes in the use of medication;
 - j) medical care associated with the treatment of illnesses or injuries which existed prior to entering into the insurance contract;
 - k) medical care associated with the treatment of illnesses or injuries which existed prior to the commencement of the insurance;
 - l) illnesses and injuries which occur in connection with doing dangerous sports – this exclusion does not apply if supplementary insurance of dangerous sports is arranged in the insurance contract;
 - m) illnesses and injuries which occur in connection with doing winter sports – this exclusion does not apply if supplementary insurance of winter sports is arranged in the insurance contract;
 - n) illnesses and injuries which occur in connection with doing uninsurable sports;
 - o) illnesses and injuries which occur in connection with doing manual work activity - this exclusion does not apply if insurance of a business trip is arranged in the insurance contract;
 - p) the consequences of action during which the legal regulations valid within the territory of the relevant state are violated.
 - q) the occurrence of an insured event outside the geographical zone arranged in the insurance contract or outwith the scope of the insurance arranged in the insurance contract.

Article 5 – The obligations of the Insured

1. In the case that an insured event occurs, the Insured is obliged, in addition to the obligations specified in the general part of these GTCI:

- a) to do everything which can be reasonably expected to moderate the consequences of the insured event, in particular to seek medical treatment without undue delay and to identify him/herself with a document which proves the arrangement of the insurance;
- b) to respect the instructions of the attending doctor and the ordered treatment regime;
- c) to present to the Insurer a copy of medical findings, diagnoses, lists of procedures, records of treatment provided, original bills for treatment and medication and, as the case may be, other original documents required to determine the amount of benefit;
- d) to transfer, in writing, the claims of the Insured against third parties to the Insurer to the amount of the expenses paid by the Insurer;
- e) to, at the request of the Insurer, exempt a provider of medical services or another third party from maintaining confidentiality and to give the Insurer authorisation to obtain the information about his/her medical condition which is required to investigate the event;
- f) to be examined by a doctor determined by the Insurer;
- g) in the case of an insured event from medical expense insurance, the Insured is obliged to contact the assistance service of the Insurer before visiting a medical facility;

h) the Insurer may reduce or refuse to provide insurance benefit in the case that the Insured fails to comply with obligations.

Part B - Assistance service insurance

Article 1 – The object of the insurance

1. The following provable expenses or services are covered by the insurance:

- a) the costs of repatriation of the Insured;
- b) the costs of the repatriation of the remains of the Insured;
- c) the costs of sending a guardian;
- d) the costs of sending a replacement worker;
- e) the costs of early return from an insured trip;
- f) the costs of legal aid abroad, including the intermediation thereof;
- g) the costs incurred as a result of loss of travel documents;
- h) salvage costs;
- i) compensation in the case that the Insured is held during the hijacking of an aeroplane or bus;
- j) intermediating financial assistance to the Insured;
- k) the costs incurred as a result of luggage delay;
- l) the costs incurred as a result of a flight delay;
- m) the costs of telephone calls.

Article 2 – Insurance benefit

1. The Insurer, either itself or through the assistance service of the Insurer, ensures the coverage of the provable expenses or services under the conditions specified in this article. Unless provided otherwise in the insurance contract, such expenses or services are understood to be:

- a) The costs of repatriation of the Insured

The Insurer covers the transportation of the Insured (who is unable to travel using the originally-planned, standard means of transport) from a hospital abroad to the place of his/her permanent residence in the Czech Republic, this on the condition that the Insurer, or the assistance service of the Insurer, decides on the date and time, manner, and assurance of such transportation following consultation with the attending doctor. The Insurer orders repatriation as soon as the medical condition of the Insured makes this possible. If transportation is possible from the medical point of view and the Insured nonetheless refuses such transportation, the obligation to the Insurer to provide insurance benefit from medical expense insurance ceases to exist from the instant of such refusal. If the insured person is a foreign national, the Insurer pays benefit for the cost of repatriation to the place of permanent residence outside the territory of the Czech Republic to a maximum of the equivalent cost of repatriation to the Czech Republic.

The Insurer does not cover costs which arise following the end of the repatriation of the Insured arranged in advance as a result of his/her non-participation in public health insurance or as a result of operating deficiencies of medical facilities.

- b) The costs of the repatriation of the remains of the Insured

The Insurer covers the transportation of the remains of the deceased Insured, death having occurred as a consequence of an insured event, to the Czech Republic, this on the condition that the Insurer, or the assistance service of the Insurer, decides on the date and time, manner, and assurance of such transportation. If the Insured is a foreign national, the Insurer pays benefit for the cost of repatriation of his/her remains to the place of permanent residence outside the territory of the Czech Republic to a maximum of the equivalent cost of repatriation to the Czech Republic.

The Insurer may, instead of the costs of repatriation of remains, cover the funeral costs associated with the funeral of the insured person in the country of death. Costs are paid to a maximum of 1 % of the chosen limit for the costs of repatriation of the remains of the Insured, unless provided otherwise in the contract.

- c) The costs of sending a guardian

The Insurer covers the reasonable costs of a person chosen by the Insured for travel from the Czech Republic to the place of hospitalisation of the Insured and back in the case that the hospitalisation of the Insured as a result of serious illness or accidental injury will last a minimum of 5 days according to confirmation from the attending doctor. The Insurer covers these costs if they are expended with its prior consent and if the Insured is a person under the age of 15 or a person incapable of returning on his/her own according to the decision of the attending doctor and a medical officer. The costs of standard accommodation in the place of hospitalisation of the Insured and travel to the place of hospitalisation and back are covered.

- d) The costs of sending a replacement worker

In the case that the hospitalisation of the Insured as a result of serious illness or accidental injury will, according to the confirmation of the attending doctor, last a minimum of 5 days, the Insurer shall cover the reasonable costs of transporting a replacement worker to substitute for the Insured in the execution of work assignments from the Czech Republic to the place in which the Insured is staying abroad. The Insurer covers these costs if they are expended with its prior consent. The costs of travel using standard means of transport are covered.

- e) The costs of early return from an insured trip

The Insurer covers the required and reasonable costs of early return from an insured trip if the Insured is compelled to return from the insured trip as a result of the death of a person close to the Insured or the serious accidental injury or serious illness of a person close to the Insured, but only if the attending doctor confirms that the person close to the Insured is in a life-threatening condition. The term "person close to the Insured" in this subparagraph is understood to be the husband/wife, partner or registered partner, children and parents of the Insured, the siblings of the Insured and persons living in a common household with the Insured or the persons stated in the same travel contract or binding order of a service together with the Insured. The Insurer covers these costs if they are expended with its prior consent and the originally planned means of transport for return could not be used. The Insurer covers the costs of using economy class means of transport.

f) The costs of legal aid abroad, including the intermediation thereof

In the case of legal proceedings for damage caused to a third party by negligence or for negligent violation of laws and local provisions of an administrative nature in a private life situation, the assistance service sends, on request, the fee of a lawyer or bail. Legal assistance is only available outside the territory of the Czech Republic or the country of permanent residence of the Insured. Insurance benefit will only be provided in the case that the incident concerning which legal proceedings are commenced occurs following the commencement of the insurance contract and outside the territory of the Czech Republic.

g) The costs incurred as a result of loss of travel documents

The Insurer covers the fee for the issuance of a replacement travel document and travel expenses from the place of stay abroad to the place of the closest diplomatic mission of the Czech Republic and back if travel documents are lost or destroyed in direct connection with an insured event covered by luggage insurance according to these GTCI. The Insurer covers the costs of using economy class means of transport.

h) Salvage costs

The Insurer covers the purposefully invested costs in preventing the occurrence of an imminent insured event or in minimising the consequences of an insured event already to have occurred, including the costs of possible investigation or rescue operation. Insurance benefit is a maximum of 30 % of the arranged insured amount for assistance services, unless provided otherwise in the insurance contract.

i) Compensation in the case that the Insured is held during the hijacking of an aeroplane or bus

The Insurer provides the Insured with compensation of CZK 1,000 for each commenced day for which the Insured is held during the hijacking of an aircraft or bus on which the Insured is travelling during a foreign trip.

j) Intermediating financial assistance to the Insured

The Insurer intermediates, in the case of urgent need in connection with an insured event according to the other types of insurance of these GTCI, the transfer of financial assistance to the Insured, in hard currency, at the agreed place after such time as a third party deposits consideration with the Insurer or an external provider of such service.

k) The costs incurred as a result of luggage delay

The Insurer covers the substantiated costs of the urgent needs of the Insured (sanitary products, required clothing and refreshments, not including alcohol and tobacco products) in connection with a substantiated delay of delivery of the duly checked-in luggage of the Insured (outside the Czech Republic) of longer than 6 hours for a regular flight booked by the Insured. Benefit is provided from the 7th hour of delay and the amount of benefit is limited to CZK 500 for each ended hour of delay, a maximum of CZK 5,000, unless provided otherwise in the insurance contract. The insurance does not cover charter flights or delay caused by reasons which were already known on the date of booking the flight.

l) The costs incurred as a result of a flight delay

The Insurer covers the substantiated costs of the urgent needs of the Insured (sanitary products, required clothing and refreshments, not including alcohol and tobacco products, necessary accommodation following substantiation of the refusal of the official carrier to cover accommodation) in connection with a delay to a standard flight, booked by the Insured, outside the territory of the Czech Republic of longer than 6 hours as a result of poor weather conditions, unannounced strike, technology failure, or operating reasons. Benefit is provided from the 7th hour of delay and the amount of benefit is limited to CZK 500 for each ended hour of delay, a maximum of CZK 5,000, unless provided otherwise in the insurance contract.

The insurance does not cover charter flights or delay caused by reasons which were already known on the date of booking the flight.

m) The costs of telephone calls

The Insurer covers the substantiated costs of required telephone calls made by the insured person to the assistance company of the Insurer associated with an insured event relating to medical expenses or assistance services.

Insurance benefit is provided to a maximum value of 0.1 % of the insurance benefit limit for the insurance of assistance services, unless provided otherwise in the insurance contract.

Article 3 – Exclusions from insurance

1. The Insurer is not obliged to provide insurance benefit for the costs of repatriation of the Insured or the costs of repatriation of the remains of the Insured in the cases laid down in Part A, Article 4(1a) through (1p) of these GTCI.

Part C - Accident insurance

Article 1 – The object of the insurance

1. The insurance covers the death of the Insured as a consequence of accidental injury, permanent consequences of an accidental injury to the Insured, the hospitalisation of the Insured as a consequence of accidental injury and an appropriate time for treatment of an accidental injury – daily compensation – as a consequence of accidental injury, whereby the accidental injury occurs in the course of the duration of an insured trip.

Article 2 – Insured event

1. An accidental injury to the Insured is an insured event. Accidental injury is considered to be the unexpected and sudden effect of external forces or one's own bodily force independent of the will of the insured as occurring during the period of duration of the insurance and as causing the Insured damage to health or death. An accidental injury is also considered to be the situation in which a joint is dislocated or muscles, tendons, ligaments or capsules are ruptured or torn in consequence of increased muscular force exerted on limbs or the spine. The following events, independent of the will of the Insured, are also considered to be an accidental injury:

a) death by drowning;

b) physical damage caused by burns, scalding, the effect of lightning strike, electrical current, gas or vapours, the consumption of poisonous or caustic substances, save cases in which their effects proceed gradually and over the long-term;

c) infection with tetanus or rabies during an accidental injury.

Article 3 – Insurance benefit

1. Benefit for accidental death:

a) if, as a result of an accidental injury, the Insured dies not later than within three years of the date of the accidental injury, the Insurer pays the beneficiary the insured amount for accidental death;

b) if, however, the Insured dies as a consequence of an accidental injury and the Insurer has already provided benefit for the permanent consequences of such accidental injury, the Insurer shall only pay the beneficiary any difference between the amount already paid and the insured amount for the case of accidental death;

2. The provision of benefit for the permanent consequences of an accidental injury:

a) the amount of benefit for the permanent consequences of an accidental injury is determined by the Insurer according to the principles specified hereunder and the relevant valuation tables which are valid at the time of entering into the insurance contract, which the Insured is entitled to view;

b) should an accidental injury leave the Insured with permanent consequences, the Insurer shall pay a percentage of the insurance benefit limit corresponding to the extent of permanent consequences, after these have stabilised, for individual physical harm according to the valuation table and in the case that they do not stabilise within three years of the date of the accidental injury, a percentage which corresponds to their condition at the end of this period of time; if the valuation table sets out a percentage range, the Insurer shall determine the amount of benefit such that benefit corresponds to the nature and extent of physical harm caused by the accidental injury within the relevant range;

c) the stabilisation of permanent consequences of an accidental injury usually occurs not earlier than after one year of the date of the accidental injury; the Insurer shall only provide benefit within the first year following the accidental injury in the case that it is possible to unambiguously determine, from the medical perspective, the final extent of permanent consequences of the accidental injury;

d) establishment of entitlement to benefit is conditional on the fact that the extent of permanent consequences caused to the Insured by one accident event reaches a level of a 10 per cent valuation;

e) if the Insurer is unable to provide benefit according to the preceding paragraph because the permanent consequences of an accidental injury have not yet stabilised after the passing of one year following the date of the accidental injury, but it is known that the extent of the permanent consequences of an accidental injury correspond to the minimum extent laid down in the insurance contract, the Insurer shall provide the Insured with an appropriate advance at his/her written request;

f) if the permanent consequences of an accidental injury concern parts of the body or organs that were damaged prior to the accidental injury, the Insurer shall reduce the amount of benefit it provides for permanent consequences by a percentage which corresponds to such prior damage, also determined according to the valuation table;

g) if one accidental injury causes the Insured several permanent consequences at the same time, the Insurer shall evaluate the overall permanent consequences using the sum of percentages for individual consequences, to a maximum of 100 %;

h) should the individual consequences resulting from one accidental injury or multiple accidental injuries concern the same member, organ or part thereof, the Insurer shall value them as a whole, to a maximum of the percentage laid down in the valuation table for the anatomical or functional loss of the relevant member, organ, or part thereof; i) should the Insured die as a result of an accidental injury within one year of the date on which the accidental injury occurs, entitlement to benefit for permanent consequences of an accidental injury shall expire;

j) should the Insured die before the payment of benefit for permanent consequences of an accidental injury, but not as a consequence of that accidental injury, or should he/she die after the passing of one year following the accidental injury as a result of any cause and if entitlement to benefit for permanent consequences of an accidental injury has arisen, the Insurer shall pay the beneficiaries an amount which corresponds to the extent of the permanent consequences of the accidental injury to the Insured at the time of his/her death, to a maximum amount which corresponds to the insurance benefit limit arranged for accidental death;

k) the Insurer determines the amount of benefit for the permanent consequences of an accidental injury based on a report on the evaluation of medical materials or on the result of a medical examination of the Insured by the medical officer of the Insurer; the opinion of the doctor who provides the Insurer with expert consultancy activity shall apply here.

3. Benefit for hospital compensation – hospitalisation as a consequence of accidental injury or illness

a) Hospital compensation is understood in the insurance contract to be the arranged amount per day of hospitalisation of the Insured in a hospital abroad (in the case of insurance arranged for zone 1 or zone 2) or in the Czech Republic (in the case of insurance arranged for zone 3) as a consequence of accidental injury or illness.

b) Hospitalisation is understood from the medical perspective to be the required provision of hospital ward care which lasts a minimum of 24 hours and when examination and treatment must be provided in a hospital ward.

c) Hospital compensation is paid for each day of hospitalisation in consequence of the treatment of an accidental injury or illness, whereby the day on which the Insured is hospitalised and the day on which the Insured is discharged from such treatment are aggregated and considered one day of hospitalisation. Insurance benefit is paid for a maximum of 30 days subject to the presentation of medical confirmation of the period of duration and the dates of hospitalisation.

d) Insurance benefit is not provided for a stay at therapeutic, care, or cosmetic institutions, at treatment facilities for the long-term and chronically ill, at convalescence facilities or convalescence homes, at spa facilities, at rehabilitation facilities, at dietary facilities, at retirement homes, etc.

4. Appropriate period of treatment of an accidental injury – daily compensation

a) Daily compensation is understood in the insurance contract to be the arranged amount which is paid for the appropriate period of treatment of an accidental injury.

b) The appropriate period of treatment of an accidental injury is specified in the relevant valuation table valid at the time of entering into the insurance contract, with which the Insurer is obliged to familiarise the Insured. The Insurer determines the appropriate period of treatment based on the diagnosis stated by the attending specialist in the documentation which the Insured submits to prove his/her claim.

c) In the case of complications in treatment, the Insurer's doctor may acknowledge an extension of the appropriate period of treatment of a maximum 20 %.

d) If daily compensation is arranged in the insurance contract, entitlement to the payment of insurance benefit is established as of the date which is stated in the insurance contract as the date of commencement of daily compensation benefit. If daily compensation is arranged in the insurance contract retrospectively, entitlement to the payment of insurance benefit is established as of the 1st day of treatment if the appropriate period of treatment of the accidental injury reaches the minimum number of days specified in the insurance contract.

e) Daily compensation in consequence of one accidental injury is paid for a maximum of 365 days of necessary treatment within a period of two years following the occurrence of the accidental injury. No consideration is made of any further treatment.

f) Should the Insured sustain another accidental injury during the period of treatment of an accidental injury for which the Insurer is obliged to pay insurance benefit, entitlement to the payment of daily compensation is established only once.

g) If the treatment of an accidental injury is prolonged as a consequence of prior accidental injuries or previously-diagnosed illnesses, the Insurer shall pay insurance benefit for the appropriate period of treatment according to the diagnosis of the accidental injury in accordance with the relevant valuation table – see subparagraph (b) of this article.

Article 4 – Exclusions from insurance

1. The following are not considered to be an accidental injury:

a) suicide, attempted suicide, wilful self-harm, or injury caused by another person at the prompting of the Insured;

b) abdominal or groin hernia, except when created by direct physical outside influence;

c) locomotion disorder or spinal damage, including spinal disc herniation, except when created by direct physical outside influence and when not a deterioration of the manifestation of an illness which existed even before the accidental injury;

d) any illness, including infectious diseases, cardiac arrest, stroke, mental and social stress, even when occurring as a consequence of an accidental injury;

e) psychological and mental illness or pathological conditions (collapse, epileptic or other seizure, convulsions, etc.), even when these occur in consequence of physical harm or in consequence of psychological trauma.

2. The Insurer is not obliged to provide benefit in the case of an accidental injury to the Insured caused:

a) during disturbances or criminal activity which the Insured has committed during action which does not respect the legal provisions of the relevant country, in connection with war events or unrest; the Insurer may limit insurance benefit in the case of an accidental injury which occurs following the consumption of alcohol or the use of a narcotic drug or a product containing such a substance;

b) caused in connection with doing dangerous sports; this exclusion does not apply if supplementary insurance of dangerous sports is arranged in the insurance contract;

c) in connection with doing winter sports – this exclusion does not apply if supplementary insurance of winter sports is arranged in the insurance contract;

d) in connection with doing uninsurable sports, unless arranged otherwise in the insurance contract.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:
 - a) in the case of an accidental injury, to seek medical treatment without undue delay and to respect the instructions of the doctor;
 - b) to present to the Insurer without delay after returning from the insured trip a completed insured event report and a medical report on his/her medical condition stating the diagnosis and prognosis of the accidental injury;
 - c) to provide other medical reports and opinions at the request of the Insurer;
 - d) to be examined, at the request of the Insurer, by a doctor which the Insurer specifies.
2. In the case of accidental death, the beneficiary shall present a copy of the death certificate of the Insured and a document regarding the cause of death.
3. In the case of hospitalisation, the Insured must, immediately after being discharged from the hospital, send a document regarding hospitalisation stating name, Personal Number, date of admission, date of discharge, and diagnosis.

Part D - Liability insurance

Article 1 – The object of the insurance

1. The insurance covers damage or, in the case of harm to health or in the case of death, loss which occurs during the insured trip and for which the Insured is liable according to the civil regulations of the state within the territory of which such damage or loss occurs.
2. The insurance covers the obligation of the Insured to pay compensation for:
 - loss caused to another person in the case of harm to health and in the case of death;
 - damage caused to another person by the damage or destruction of things (things are understood to be tangible items, i.e. a controllable part of the outside world which has the nature of a separate object);
 - other damage arising from harm to health or death and from damage to a thing according to this paragraph (subsequent financial damage); as caused by activities during normal civil life in the undertaking of normal tourist activities.

Article 2 – Insured event

1. The establishment of the obligation of the Insurer to pay compensation for damage or, in the case of harm to health and in the case of death, loss for which the Insured is liable by law (not pursuant to a contract) is an insured event. If an authorised body decides on compensation for such damage or loss, it stands that the insured event occurs only on the date on which the decision of such body becomes final.

Article 3 – Insurance benefit

1. Liability insurance entitles the Insured to the Insurer paying, on his/her behalf, to the amount of the insurance benefit limit agreed in the insurance contract:
 - a) actual loss in the case of harm to the health of or in the case of the death of a third party, if the Insured is liable for such loss;
 - b) damage to a thing of a third party, if the Insured is liable for such damage;
 - c) the costs required for the legal protection of the Insured from a claim which the Insured and the Insurer consider to be unjustified.
2. The Insurer shall cover, on behalf of the Insured, such costs:
 - a) which correspond to the maximum non-contractual remuneration of a lawyer for defence in pre-trial proceedings and in proceedings before the court of the first instance in criminal proceedings conducted against the Insured in connection with damage or, in the case of harm to health and in the case of death, loss which the Insurer should pay;
 - b) of proceedings to concern compensation for damage or, in the case of harm to health and in the case of death, loss before the court of the first instance if such proceedings are required to ascertain the liability of the Insured and the Insured is obliged to pay such costs; however, the Insurer shall only pay the costs of legal representation of the Insured on the condition that it has bound itself to do so in writing;
 - c) of the extra-judicial negotiation of a claim for compensation for damage or, in the case of harm to health and in the case of death, loss incurred by the injured person;
 - d) of the defence of the Insured before the court of appeal in criminal proceedings, proceedings regarding compensation for damage or, in the case of harm to health or in the case of death, loss before the court of appeal, or his/her actual expenses incurred in such proceedings, on the condition that the Insurer has bound itself in writing to the payment thereof.
3. Should the Insured knowingly mislead the Insurer with regard to significant circumstances to concern the legitimacy of a claim for compensation for damage or, in the case of harm to health and in the case of death, loss or the amount thereof, the Insurer has the right to proportionately reduce insurance benefit.
4. The Insurer has the right to the return, from the Insured, of a portion of compensation for damage or, in the case of harm to health and in the case of death, loss if the insured event occurs under the influence of alcohol, a narcotic drug, or a product containing such a substance.

Article 4 – Exclusions from insurance

1. The insurance does not cover the obligation of the Insured to pay compensation for damage or, in the case of harm to health and in the case of death, loss:

- a) caused wilfully, by his/her own volition, by contrivance or by malevolence, and with disregard (for example, with regard to the choice of a method of work which saves money and time), whereby action or neglect when the occurrence of damage can likely be expected is considered to be "wilful";
- b) accepted or acknowledged by the Insured beyond the scope laid down by legal regulations;
- c) caused by the operation of means of motor transport and by other activities for which legal regulation lays down the obligation to enter into insurance or to which insurance relates by law;
- d) caused by the operation or control of an engine-powered or non-engine-powered aircraft or water vessel;
- e) caused by pollution of water, earth, air or environment of any kind;
- f) caused by the introduction or spreading of an infectious disease among humans, animals or plants;
- g) caused in connection with war events, civil unrest, uprisings or repressive interventions by state bodies;
- h) caused to borrowed things which the Insured uses (save rented space) and to things which the Insured has received for the purpose of carrying out ordered activity; rented space is also considered to be inhabitation of a rented mobile home or house boat at a time at which it is parked/anchored, is not in motion and only serves the need of accommodating the insured person at the relevant time;
- i) during the business activity of the Insured, including liability for loss incurred by his/her worker according to labour regulations and product liability;
- j) in the performance of work assignments in labour relations, or in direct connection with them, for which the Insured is liable to his/her employer;
- k) for which the Insured is liable to his/her spouse or partner or registered partner, direct relative, or person living with him/her in a common household;
- l) caused by animals – this exclusion does not apply to an animal which is owned by the Insured if pet insurance has been arranged for such animal and if liability insurance has been arranged at the same time as pet insurance;
- m) caused in connection with doing dangerous sports; this exclusion does not apply if supplementary insurance of dangerous sports is arranged in the insurance contract;
- n) caused in connection with doing uninsurable sports;
- o) caused in connection with doing winter sports – this exclusion does not apply if supplementary insurance of winter sports is arranged in the insurance contract;
- p) caused to a thing which the Insured uses illegally.

2. Neither are the following insured:

- a) claims for defect liability;
- b) claims regarding the performance of contracts and performance which replaces the performance of contracts;
- c) obligations to pay compensation for non-material loss from gross negligence by violation of important legal obligation or particularly reprehensible grounds;
- d) obligations to pay compensation for non-material loss which was arranged or which occurred other than in the case of harm to health or in the case of death.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations laid down by legal regulations and in addition to the obligations specified in the general part of these GTCI:

- a) to document damage to the thing of a third party in an official record between the Insured and the injured party in which it must be stated how the damage occurred, when and where it occurred, what was damaged, to what extent, the acquisition price of the thing and how old the thing was; the official record must also state the size of the damage; the official record must be signed by the Insured and by the injured party and a minimum of two witnesses, who may not be related to the Insured or the injured party; the first name and surname, date of birth, address of place of permanent residence and telephone number of the witnesses must be legibly stated; compensation for damage may be settled for damage of a value up to CZK 10,000, in which case the Insured must present a document regarding the payment of compensation for damage;
- b) to document harm to the health of a third party with an official police record and with a medical report stating a detailed diagnosis of the injury of the injured party;
- c) to inform the Insurer without delay that criminal proceedings have been commenced, or will very likely be commenced within the foreseeable future, in connection with a loss event;
- d) in the case that an event occurs which could be grounds for the establishment of the right to compensation for damage or, in the case of harm to health and in the case of death, loss, to inform the Insurer of this in writing without delay;
- e) to take all possible measures to ensure that the extent of damage or, in the case of harm to health and in the case of death, loss is not magnified;
- f) to provide the Insurer, in the case of an insured event, with the required coaction to ascertain the causes and amount of damage or, in the case of harm to health and in the case of death, loss, to provide a truthful explanation of the occurrence and extent thereof, and to present the documents which the Insurer requires within the agreed time limits;
- g) to inform the Insurer without delay if:

- a claim for compensation for damage or, in the case of harm to health and in the case of death, loss has been made against the Insured;
 - the right to compensation for damage or, in the case of harm to health and in the case of death, loss has been exercised at court or at another competent body;
 - criminal proceedings have been commenced against the Insured and to communicate who is defending the Insured;
- h) in proceedings regarding compensation for damage or, in the case of harm to health and in the case of death, loss, to proceed according to the instructions of the Insurer; i.e. to lodge an appeal according to the instruction of the Insurer (in such case the Insurer shall cover the costs of appellate proceedings);
- i) to acknowledge or settle damage or, in the case of harm to health and in the case of death, loss only with the advance written consent of the Insurer, with the exception of damage up to CZK 10,000 to the thing of a third party – see subparagraph 1(a) of this article.

Part E - Luggage insurance

Article 1 – The object of the insurance

1. The insurance covers items of personal need provably owned by the Insured which are usual for the purpose, nature and duration of a trip and which the Insured takes with him/her on the trip or which he/she acquires during the trip (hereinafter referred to as “luggage”).

Article 2 – Insured event

1. The following material damage to luggage is considered to be an insured event if incurred by the Insured:
 - a) by way of damage to or destruction of luggage by natural events (fire, explosion, storm, flooding, earthquake);
 - b) by way of the theft of luggage by burglary or robbery with the use of force;
 - c) by way of damage, destruction, theft or loss of luggage which occurs in connection with a serious accidental injury to the Insured which is requiring of medical intervention or in connection with a traffic accident in which the Insured is involved;
 - d) by way of damage or destruction of luggage by water from a water facility;
 - e) by way of loss of luggage transferred to an official carrier for transport.
2. Burglary is understood to be an offender appropriating luggage such that the offender does so by overcoming protective security, i.e.:
 - a) breaking into a closed place in which luggage is located by provably (according to the conclusions of the police) using tools other than those intended for normal opening – the use of such tools is not itself proven by the discovery that luggage has been stolen;
 - b) breaking into closed spaces with the use of force (breaching, demolition, breaking through, breaking down, cutting through or piercing doors, windows, walls, floors, ceilings, vehicle bodywork, etc.).

The Insurer shall provide insurance benefit only at such time as luggage is stolen:

- by burglary in a facility in which the Insured is accommodated;
- by burglary from a motor vehicle or mobile home provably between 8 a.m. and 10 p.m.

The following are not considered burglary:

- the theft of luggage from the cargo space of a vehicle and from a cabriolet;
- the theft of luggage from a tent, trailer or similar facility having non-rigid walls or ceilings made of canvas cloth, etc., even if the tent, trailer or similar facility is locked;
- entering a motor vehicle, mobile home or accommodation space in a way which is not ascertained.

Robbery with the use of force is understood to be appropriation of the luggage of the Insured by an offender with the use of direct force against the Insured.

Article 3 – Insurance benefit

1. If luggage is damaged as a result of an insured event, the Insurer is obliged to pay the appropriate cost of its repair. Such amount may reach a maximum of the time value of the luggage. The term “time value of luggage” means the value which the thing has immediately before the insured event; it is determined using the new price of the thing, whereby consideration is made of the level of wear-and-tear or other devaluation and/or appreciation in value of the thing occurring as a result of the repair or updating thereof or in another way.
2. If luggage is destroyed, lost or stolen as a result of an insured event, the Insurer is obliged to provide insurance benefit in the amount of the time value of the luggage. The term “time value of luggage” means the value which the thing has immediately before the insured event; it is determined using the new price of the thing, whereby consideration is made of the level of wear-and-tear or other devaluation and/or appreciation in value of the thing occurring as a result of the repair or updating thereof or in another way.
3. The Insurer provides benefit to a maximum of the insurance benefit limit for one piece of luggage, if such a limit is arranged in the insurance contract, and in total to a maximum of the insurance benefit limit arranged in the insurance contract.

Article 4 – Exclusions from insurance

1. The insurance does not cover material damage to luggage incurred by the Insured:
 - a) by way of the influence of radiation, nuclear energy, discharge, or emission;

b) by way of damage to luggage transferred to an official carrier during transport.

2. Unless provided otherwise, the insurance does not cover:

- a) cash, cheques, payment cards, valuables, deposit books, securities, stamps, travel tickets, flight tickets and other documents, proof of identity and authorisations of all kinds, keys;
- b) jewels, items made of precious metals, precious metals, gemstones, pearls, other items made of precious metals and gemstones, collectibles, collections, antiques, things of artistic and historic value, things having special personal value;
- c) motor vehicles, trailers, motorcycles, mopeds and similar equipment having its own propulsion, aircraft, hang-gliders, hot-air balloons, boats, water vessels, etc., including spare parts, component parts, and accessories thereof;
- d) things used to carry out a profession or gainful activity, plans, projects, prototypes, samples, illustrative models;
- e) recording media (for example, USB disks, all types of CD, memory cards, etc.) and the records stored on them;
- f) things that are borrowed, taken over, the things of another;
- g) foodstuffs and consumables, tobacco products, alcohol;
- h) cosmetic products.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:

- a) to duly attend to his/her luggage, not to leave it unattended, and to store it only in the places intended for such purpose;
- b) to report the theft of luggage by burglary or robbery with the use of force without delay to the police in the place closest to the insured event and to demand an official record of this with a description of the circumstances of the insured event, the manner of overcoming protective security, and a list of the things stolen;
- c) in the case of the theft of luggage by burglary from an accommodation facility, to exercise his/her right to compensation for damage with the operator of the accommodation facility;
- d) in the case of loss of luggage during transportation by an official carrier, to exercise his/her right to compensation for damage with the official carrier; in the case that the damage is higher than that paid by the official carrier, to demand that the responsible representative of the carrier issue a record of damage and of the amount of compensation;
- e) on returning from the insured trip, to present to the Insurer without undue delay, together with a completed insured event report, all other documents which prove the legitimacy of the Insured's claim for insurance benefit, in particular a document of insurance, a police investigation document or a document on the loss of luggage by a carrier or a document on a traffic accident, natural, or other extraordinary incident, a list of the luggage stolen or damaged, and documents proving their acquisition and their acquisition value (receipts, invoices);
- f) to present, if required, other materials and documents for the additional investigation of the insured event by the Insurer.

Part F - Cancellation fee insurance

Article 1 – The object of the insurance

1. The insurance covers the non-refundable expenses which the Insured incurs in the Czech Republic as a result of paying billed cancellation fees for a holiday or service with a travel agent, travel agency, transport company, or accommodation facility which is cancelled.
2. Cancellation fee insurance may be validly arranged prior to, at the same time as, or on the day following the payment of the final instalment on a holiday or service or prior to, at the same time as, or on the day following the payment of the full amount for a holiday or service. If cancellation fee insurance is arranged at a later date, the Insured shall not be entitled to insurance benefit.
3. Cancellation fee insurance cannot be arranged on its own, i.e. without the arrangement of insurance with a tariff for the entire period of duration of a stay abroad and for all concerned persons, unless provided otherwise in the insurance contract.

Article 2 – Insured event

1. An insured event is the cancellation of a trip or failure to use services which has/have been ordered in writing, confirmed by the organiser, and duly paid for as a result of the involuntary loss of employment and the subsequent unemployment of the Insured, under the following conditions:
 - a) unemployment is a situation in which the Insured finds him/herself as a result of involuntary loss of employment on the condition that the Insured is registered with Úřad práce (Employment Office) in the Czech Republic as a job seeker or person interested in employment;
 - b) only natural persons (employees) who, on the date of signing a travel contract, have been employed in their principal occupation for an uninterrupted period of 6 consecutive calendar months, who are not serving a trial period, and who have not already been informed by the employer of the termination of the employment relationship may claim insurance benefit.
2. An insured event is the cancellation of a trip or failure to use services which have been ordered in writing, confirmed by the organiser and duly paid for on the grounds of:
 - a) serious acute illness or accidental injury sustained by the Insured, provided that this condition, according to the decision of the attending doctor, precludes departure, and serious acute illness or accidental injury sustained by a person close to the Insured, provided that this condition requires that such person is hospitalised or bedridden, according to the decision and confirmation of the attending doctor; Confirmation from the doctor must invariably state the diagnosis, the specified period

of treatment, and confirmation that the medical condition precludes embarking on the trip. Illness in accordance with these GTCI is deemed to be a pathological condition of the body when the structure or function of one organ or multiple organs is altered or disrupted (preventative observation or quarantine is not deemed to be an illness according to these GTCI);

- b) the death of the Insured or a person close to the Insured;
- c) a serious, violent crime against the Insured or a person close to the Insured if this results in serious psychological harm;
- d) medical complications in consequence of the pregnancy of the insured person up to and including the 26th week of pregnancy on the condition that this requires being hospitalised or bedridden according to the decision and confirmation of the attending doctor;
- e) significant damage directly to the property of the Insured incurred immediately before embarking on the trip as caused by natural event (fire, explosion, storm, flooding, earthquake) or a crime committed by a third party, if the Insured documents that he/she is unable to embark on the insured trip for this reason;
- f) the commencement of care preparatory to adoption regarding an adopted child;
- g) the filing of an action for the dissolution of marriage at the court having jurisdiction prior to a joint trip by insured partners if this occurs up to 60 days prior to embarking on the insured trip;
- h) the delivery of an unexpected court summons on the Insured, if a booked trip is not recognised by the court as grounds for deferral of the summons;
- i) failure to pass a "Maturita" school-leaving or final examination (studies lasting a minimum of 3 years) if this occurs up to the 60 days prior to embarking on the trip;
- j) the cancellation of a planned wedding, if this was the reason for the booked trip; insurance coverage only covers the bride and groom;
- k) a serious illness or accidental injury to a dog, cat, or horse owned by the Insured if this requires the presence of the Insured at the place of residence;
- l) natural disasters (fire, flooding, storm) at the destination of the stay which are deemed threatening to life, health, or property by the official authorities not later than 5 days prior to the commencement of the insurance. The term "destination of the stay" is understood to be the city/town or resort specified in the Insured's travel contract or binding order of a service;
- m) a traffic accident, for which the Insured is not to blame, involving private or public means of transport on the day of departure, as a result of which the Insured is unable to embark on the planned trip. Should the Insured embark on the trip, but later, entitlement to insurance benefit according to this paragraph is not established.

3. The term "person close to the Insured" in paragraphs 1 and 2 of this article shall mean:

- a) the husband/wife, partner or registered partner, children, parents of the Insured, siblings of the Insured and persons living in a common household;
- b) the persons specified in the same travel contract or binding order of a service together with the Insured.

Article 3 – Insurance benefit

1. Should an insured event occur, the Insurer shall pay to the Insured benefit which is equal to 80 % of the demonstrably paid cancellation fees, unless expressly provided otherwise in the insurance contract. However, the Insurer shall provide benefit invariably to a maximum of the insurance benefit limit specified in the insurance contract.
2. The husband/wife, partner or registered partner, children, parents of the Insured or persons specified in the same travel contract together with the Insured are also entitled to insurance benefit if they are travelling together with the Insured and are simultaneously specified together with the Insured in the same insurance contract.
3. If the insurance benefit limit laid down in the insurance contract is lower than the total price expended by the Insured on the holiday or service, the Insurer is authorised to reduce insurance benefit in the ratio of the insurance benefit limit to the total price of the holiday or service.

Article 4 – Exclusions from insurance

1. The Insurer is not obliged to pay insurance benefit, in particular, in the case of the cancellation of a holiday or services on the grounds of:
 - a) loss of employment of the Insured which is provisionally announced to the Insured before the date arranged as the commencement of the insurance, and loss of employment which occurs prior to the date arranged as the commencement of the insurance (the date of signing the travel contract);
 - b) loss of employment which occurs as a result of breach of work discipline according to Section 52(f) through (h) of the Labour Code or according to Section 55 of the Labour Code, and loss of employment which occurs as a result of violation of other laws (for example, on the service of police officers, fire-fighters, prison service workers, and professional soldiers) and labour-law regulations;
 - c) loss of employment as a result of the conscious decision of the Insured;
 - d) loss of employment in consequence of the premature, or indeed due, expiration of an employment relationship entered into for a fixed term. The exception here is an employment relationship for a fixed which replaces an employment relationship for an indefinite term when the employment relationship lasted a minimum of two years without interruption before its expiration;
 - e) the employer not allocating holiday time;
 - f) failure to obtain a visa or the invalidity of travel documents;

- g) chronic or acute illness or accidental injury if already existing at the time of arranging the insurance contract, even if not treated until such time;
- h) neglecting to get the required vaccinations or having reactions to these;
- i) periodic check-up examinations, commencement of a spa stay or planned operation;
- j) events whose causes occurred before entering into the insurance contract.

2. Unless provided otherwise, the insurance does not cover:

- a) situations when the holiday cannot be provided by the organiser of the holiday.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:

- a) to cancel the booked holiday or service with the organiser without delay following the loss event (not later than on the subsequent business day); if there is any delay in cancellation, the Insurer is authorised to cover only the cancellation fees calculated on the date on which the booked holiday or service could have been cancelled without delay;
- b) to inform the Insurer without undue delay of the insured event and to present a document of having paid cancellation fees for the cancellation of a stay or trip, including the detailed cancellation invoice of the organiser, an expense accounting document concerning payment, and an income accounting document concerning the amount returned;
- c) to present to the Insurer documents proving the occurrence of a loss event (for example, medical confirmation from the attending doctor and a specialist regarding an accidental injury, illness, or other medical troubles, confirmation of hospitalisation, death certificate, official report on harm to health or damage to property, report of the bodies of state administration and self-government regarding a natural event or extensive damage to property, confirmation from the police that a serious violent crime has been committed, etc.). The Insured covers the costs incurred in connection with obtaining these documents.

Part G - Holiday compensation insurance

Article 1 – The object of the insurance

The insurance covers the non-refundable costs of an unused service from a travel agent, travel agency, transport company, or accommodation facility or the costs of an unused pass/ski pass which the Insured has duly paid for and which are not otherwise refunded to the Insured.

- 2. Holiday compensation insurance may be validly arranged prior to, at the same time as, or on the day following the payment of the final instalment on a holiday or service or prior to, at the same time as, or on the day following the payment of the full amount for a holiday or service. If holiday compensation insurance is arranged at a later date, the Insured shall not be entitled to insurance benefit.
- 3. The Insurer shall provide insurance benefit from holiday compensation insurance in the amount of the documented costs of all services provably not used, as incurred from the first day following the date on which the services are last used, but to a maximum of the insurance benefit limit.

Article 2 – Insured event

- 1. An insured event is failure to use services which have been ordered in writing, confirmed by the organiser, and duly paid for on the following grounds:
 - a) if the Insured is compelled to return from the insured trip as a result of the death of a person close to the Insured or a serious accidental injury to or serious illness of a person close to the Insured, but only if the attending doctor confirms that the person close to the Insured is in a life-threatening condition. The term "person close to the Insured" in this subparagraph of this article is understood to be the husband/wife, partner or registered partner, children and parents of the Insured, the siblings of the Insured and persons living in a common household with the Insured, or the persons stated in the same travel contract or binding order of a service together with the Insured;
 - b) if the Insured is repatriated with the consent of the assistance service of the Insurer;
 - c) if the Insured is hospitalised - hospitalisation is understood from the medical perspective to be the required provision of hospital ward care which lasts a minimum of 24 hours and when examination and treatment must be provided in a hospital ward;
 - d) in the case of serious acute illness of or accidental injury to the Insured according to the decision and confirmation of a doctor abroad – this applies only to the costs of failure to use a pass/ski pass;
 - e) significant damage directly to the property of the Insured incurred during the insured trip as caused by natural event (fire, explosion, storm, flooding, earthquake) or a crime committed by a third party, if the Insured documents that he/she was compelled to return from the insured trip for this reason.

Article 3 – Insurance benefit

- 1. Should an insured event occur, the Insurer shall pay to the Insured benefit which is equal to 80 % of the demonstrably paid unused services, unless expressly provided otherwise in the insurance contract. However, the Insurer shall provide benefit invariably to a maximum of the insurance benefit limit specified in the insurance contract.
- 2. If the insurance benefit limit laid down in the insurance contract is lower than the total price expended by the Insured on the holiday or service, the Insurer is authorised to reduce insurance benefit in the ratio of the insurance benefit limit to the total price of the holiday or service.

Article 4 – Exclusions from insurance

1. The Insurer is not obliged to pay insurance benefit, in particular, in the case of the interruption of a holiday or of services on the grounds of:
 - a) the interruption of a travel service as a result of the employer shortening holiday time;
 - b) chronic or acute illness or accidental injury if already existing at the time of arranging the insurance contract, even if not treated until such time;
 - c) if interruption occurs less than 24 hours before the arranged term of the return journey;
 - d) periodic check-up examinations, commencement of a spa stay or planned operation.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:
 - a) to report the insured event to the Insurer without undue delay and to present a document of having paid for unused services;
 - c) to present to the Insurer documents proving the occurrence of a loss event (for example, medical confirmation from the attending doctor and a specialist regarding an accidental injury, illness, or other medical troubles, confirmation of hospitalisation, death certificate, official report on harm to health or damage to property, report of the bodies of state administration and self-government regarding a natural event or extensive damage to property, confirmation from the police that a serious violent crime has been committed, etc.).

Part H - Pet insurance

Article 1 – The object of the insurance

1. The insurance covers the necessary costs expended on veterinary treatment of an animal abroad.
2. Only healthy animals and animals with a valid pet passport may be insured; medical condition must be provable with a veterinary certificate. For journeys outside the territory of the Czech Republic, the animal must be marked with a tattoo or a chip.
3. Insurance is arranged for dogs and cats aged from 3 months to 10 years.

Article 2 – Insured event

1. An insured event is a sudden and unexpected change in the medical condition of an animal abroad in consequence of sudden illness or in consequence of accidental injury requiring of the provision of necessary and urgent medical care at a specialised veterinary facility intended for this.
2. The Insurer or the assistance service of the Insurer ensures the payment of the expenses incurred by the Insured in connection with required and urgent medical care in consequence of the accidental injury to or sudden illness of the insured animal. Unless provided otherwise in the insurance contract, such expenses are understood to be:
 - a) veterinary treatment;
 - b) material used;
 - c) required hospitalisation;
 - d) medication prescribed by a vet, whereby nutritional, fortifying or vitamin products, products used preventatively, supportively, or addictively, and cosmetic products are not permitted as medication.
3. The insurance covers the obligation of the Insurer to pay damage or, in the case of harm to health and in the case of death, loss caused by an animal owned by the Insured if pet insurance has been arranged for this animal and if liability insurance has also been arranged at the same time as pet insurance. An insured event in this case is the establishment of the obligation of the Insured to pay compensation for damage or, in the case of harm to health and in the case of death, loss caused by an animal owned by the Insured. The Insurer shall provide benefit to a maximum of the limit for liability insurance such that this insurance benefit limit is reduced in the case of an insured event according to this paragraph by the amount of insurance benefit from liability insurance for the same loss event from which the insured event occurred according to this paragraph.

Article 3 – Insurance benefit

1. Should an ambulatory doctor not accept a guarantee of payment from the Insurer via the assistance service, the Insured pays the cost of ambulatory medical care in accordance with this insurance on-the-spot him/herself, to the doctor or medical facility in cash. The Insured presents documents of such payment to the Insurer after returning to the Czech Republic. The Insurer, either itself or through the assistance service, pays insurance benefit to the Insured in domestic currency.

Article 4 – Exclusions from insurance

1. The Insurer is not obliged to pay insurance benefit in the case of:
 - a) the treatment of an animal after returning to the territory of the Czech Republic;
 - b) causes which occurred prior to the commencement of the insurance or within the territory of the Czech Republic;
 - c) the wilful action of the owner or a member of his/her family;
 - d) violation of the law regarding the protection of animals by the owner or a member of his/her family;
 - e) violation of regulations regarding veterinary care;
 - f) a hereditary illness, developmental or birth defect;
 - g) a chronic illness which was not previously manifested in the insured animal;
 - h) treatment of the insured animal associated with pregnancy and birth;

i) vaccination, the removal of tartar from the teeth.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:

- a) to inform the Insurer of an insured event without undue delay;
- b) to present the original documents of having paid for veterinary care which state the procedures carried out, and documents on having paid for prescribed medication, all in Czech, English, or German translation.

Part I - Insurance for cancellation as a result of terrorism

Article 1 – The object of the insurance

1. The insurance covers the non-refundable expenses which the Insured incurs in the Czech Republic as a result of paying billed cancellation fees for a holiday or service with a travel agent, travel agency, transport company, or accommodation facility which is cancelled as a result of an act of terrorism which occurs at the destination of the stay, on the condition that the act of terrorism occurs after payment for the holiday or service has been made (deposit or in full). Benefit is also provided in the case of an act of terrorism at a point of transfer on the journey to the destination.
2. Insurance for cancellation as a result of terrorism may be validly arranged prior to, at the same time as, or on the day following the payment of the final instalment on a holiday or service or prior to, at the same time as, or on the day following the payment of the full amount for a holiday or service. If cancellation insurance is arranged at a later date, the Insured shall not be entitled to insurance benefit.
3. Insurance for cancellation as a result of terrorism cannot be arranged on its own, i.e. without the arrangement of insurance with a tariff for the entire period of duration of a stay abroad and for all concerned persons, unless provided otherwise in the insurance contract.
4. The term “destination of the stay” in subparagraph 1 of this article is understood to be the city/town or resort specified in the Insured's travel contract or binding order of a service.

Article 2 – Insured event

1. An insured event is the cancellation of a trip or failure to use services which have been ordered in writing, confirmed by the organiser, and duly paid for on the grounds of an act of terrorism.
2. The term “act of terrorism” in paragraph 1(1) and in paragraph 1 of this article is understood to be:
 - a) the use of force or the threat of force with the aim of intimidation and the achievement of political objectives. Such force is planned, premeditated, and politically or ideologically motivated. A manifestation of terrorism is considered to be:
 - an attack on human lives which could cause harm to health or death;
 - the destruction of governmental or public facilities, transport systems, infrastructure facilities, including information systems, of public places or of private ownership which threatens human lives and causes economic loss;
 - preparation of the use of and the use of weapons, explosives, or nuclear, biological, or chemical weapons with the objective of threatening human life and health.

Article 3 – Insurance benefit

1. Should an insured event occur, the Insurer shall pay to the Insured benefit which is equal to 80 % of the demonstrably paid cancellation fees, unless expressly provided otherwise in the insurance contract. However, the Insurer shall provide benefit invariably to a maximum of the insurance benefit limit specified in the insurance contract.
2. If the insurance benefit limit laid down in the insurance contract is lower than the total price expended by the Insured on the holiday or service, the Insurer is authorised to reduce insurance benefit in the ratio of the insurance benefit limit to the total price of the holiday or service.

Article 4 – Exclusions from insurance

1. The Insurer is not obliged to provide insurance benefit, in particular, if a holiday or services is/are cancelled on the grounds that the destination of the stay was designated a war zone or a risk area by a central body of state administration (for example, the Ministry of Foreign Affairs) at the time of arranging or paying for the trip or services.
2. The Insurer is not obliged to provide insurance benefit in the case of events whose causes occurred prior to entering into the insurance contract.

Article 5 – The obligations of the Insured

1. The Insured is obliged, in addition to the obligations specified in the general part of these GTCI:

- a) to cancel the booked holiday or service with the organiser without delay following the loss event (not later than on the subsequent business day); if there is any delay in cancellation, the Insurer is authorised to cover only the cancellation fees calculated on the date on which the booked holiday or service could have been cancelled without delay;
- b) to inform the Insurer without undue delay of the insured event and to present a document of having paid cancellation fees for the cancellation of a stay or trip, including the detailed cancellation invoice of the organiser, an expense accounting document concerning payment, and an income accounting document concerning the amount returned.

These General Terms and Conditions of Insurance enter into effect on 1.11.2020.