

General and special insurance conditions of travel insurance (GIC and SIC TI 2007/02)

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Article 1

Introductory provisions

Private travel insurance (hereafter „the Insurance“), arranged by Generali Pojišťovna a.s., domiciled Bělehradská 132, Prague 2, 120 84 Czech Republic (hereafter „the Insurer“), is governed by Act no. 37/2004 Coll. On Insurance Contract (hereafter „the Law“), the Civil Code and other generally binding legal regulations of the Czech Republic, these GIC TI 2007/02, Special insurance conditions of travel insurance (hereafter „SIC TI 2007/02“), or other eventual agreements and the insurance contract.

Article 2

Definitions

The following definition of terms shall apply for the purposes of arranged insurance:

- a) **the Policy holder** is a person who concludes an insurance contract with the Insurer;
- b) **the Insured person** is a person to whose life, health, property, liability for damage or other insurable interest values the insurance relates;
- c) **the Authorized person** is the person for whom the right to indemnification arises as a result of insured event; the Insured person shall also be the Authorized person, unless legal regulations or the Insurance contract stipulate otherwise;
- d) **insured event** is an accident specified in SIC TI 2007/02 and defined in the Insurance contract, with which Insurer's obligation to pay is connected;
- e) **loss occurrence** is an accident where damage which could be a reason for inception of right to indemnification is incurred;
- f) **insurance premium** is a payment for insurance;
- g) **policy period** is a period for which the insurance policy is arranged and for which the insurance premium is paid; insurance period is delimited in the insurance contract by the date of inception and expiry of insurance;
- h) **current premium** is an insurance premium for a stipulated policy period paid by the Policy holder in regular payments;
- i) **single premium** is an insurance premium stipulated for the whole period for which the insurance is arranged;
- j) **indemnity insurance** is an insurance the effect of which is compensation for damage incurred in an insured event;
- k) **sum insurance** is an insurance the effect of which is acquisition of a sum, i.e. stipulated financial amount due to an insured event in an amount which is independent on inception or scope of damage;
- l) **indemnification** is an amount which the Insurer is obliged to pay on the basis of insurance contract, if an insured event specified in SIC TI 2007/02 occurs;

- m) **insurance contract** is a contract for financial services, in which the Insurer binds themselves namely to provide indemnification in the stipulated scope should an insured event occur, and the Policy holder namely binds themselves to pay insurance premium;
- n) **correspondence address** is the address of permanent place of abode or domicile, or eventually some other address given to the Insurer in writing by the Policy holder to which the Insurer exclusively sends all written correspondence; delivery fiction is connected with delivery to a correspondence address; in case that an address of a person different from the Insurance holder or the Insured person is given to the Insurer as the correspondence address, the Insurer shall not be held responsible for consequences arising from eventual default in handover of correspondence between these persons;
- o) **contact** is a telephone, e-mail or other contact, to which the Insurer is authorised to send their notifications or offers;
- p) **the Assistance** is a legal entity providing assistance services on the basis of a contract with the Insurer; contact telephone numbers to this company are stated in insurance documents;
- q) **kinds of trip:**
- **tourist** – recreational tourism, recreation trips and stays, study stays and tours;
 - **business** – trips and stay in order to perform a job, both as an employee or as a businessman; trips and stay for the purpose of profit;
- r) **repatriation** is a transport of an injured person from abroad to the Czech Republic in case the originally planned means of transport cannot be used due to health reasons; transport of mortal remains back to the Czech Republic.

Article 3

Kinds of insurance

1. The following kinds of insurance can be arranged within the framework of travel insurance:
 - a) insurance of medical expenses incurred on a trip abroad including repatriation and insurance for the instance of summoning in a guardian (indemnity insurance);
 - b) insurance for the instance of permanent consequences of an accident and for the instance of death due to an accident (sum insurance);
 - c) personal possessions and luggage insurance (indemnity insurance);
 - d) trip cancellation or trip interruption insurance (indemnity insurance);
 - e) insurance of personal liability for damage caused to the health or property or as a financial loss (indemnity insurance);
 - f) substandard assistance and legal services insurance (indemnity insurance).
2. Individual kinds of insurance are further defined in the corresponding SIC TI 2007/02 including the conditions for their provision.
3. The Insurer may also arrange other kinds of travel insurance. Unless such insurance is regulated by special conditions or the insurance contract, the provisions of these GIC TI 2007/02 which are closest to it in character and purpose shall apply.
4. The insurance contract shall specify expressly which insurance risks are the subject of insurance.

Article 4

Inception and duration of insurance

1. Insurance in the scope stipulated in the insurance contract is provided from 00:00 on the day stated in the insurance contract as the inception of insurance, or as the insurance period starting date, as the case may be. Should the date of inception be identical to the date of conclusion of insurance, the insurance period shall begin no sooner than at the moment of conclusion of insurance. Inception and expiry dates for different kinds of insurance are stated in the corresponding SIC TI 2007/02.

The insurance contract can also be arranged with retroactive inception. The insurance is then provided from 00:00 on the fifth day after provable payment of insurance premium in the amount stated in the insurance contract, but not sooner than from 00:00 on the fifth day after the date of conclusion of insurance.

2. The insurance arises on the basis of insurance contract by payment of insurance premium to the Insurer or a person authorised by the Insurer.

3. Insurance can only be arranged prior to leaving on a trip which the insurance covers. (This shall not apply to consecutive extension of insurance.)

4. Insurance contract validity period begins on the day of conclusion of insurance contract and ends with its expiry.

5. Should the Insured person, the Policy holder or some other person require so, the Insurer may extend the insurance (once a copy of a valid contract, event. insurance policy number and personal identification number of the Insured person is produced), if the stay abroad immediately concurs with a valid insurance period. This shall be done by concluding another insurance contract on the last day of validity of the original insurance at the very latest.

6. Maximum length of concurrent travel insurance contracts is 365 (366) days. Should the insurance period of the concurrent insurance contract exceed the maximum length of 365 (366) days, the insurance shall be terminated and the insurance contract shall be deemed invalid upon the day of expiry of this maximum length. In such case the Policy holder shall have the right to be given back the excessive insurance premium.

7. The period for which an insurance contract is concluded is the period from the day of conclusion of the insurance contract to the day of the stipulated expiry of insurance.

Article 5

Termination of Insurance

Pursuant to the conditions specified in SIC TI 2007/02 and in the Law, insurance can be terminated by the following means:

1. expiry of insurance period;

2. a termination notice on the part of the Insurer, the Policy holder or eventually the Insured person;
3. Policy holder's withdrawal from the insurance contract concluded via distance sale;
4. Policy holder or Insurer's withdrawal from the insurance contract; in case of withdrawal from the insurance contract, the insurance contract is cancelled from the beginning. If the insurance is terminated by Policy holder's withdrawal from the insurance contract prior to the beginning of insurance, the Insurer shall refund the paid insurance premium to the Policy holder after deduction of expenses incurred in connection with conclusion and administration of insurance. The amount of Insurer's expenses is stated in the Scale of Fees. These expenses are payable on the day on which the policy holder performs the respective action. Both the Policy holder and the Insured person may familiarize themselves with the Scale of Fees at Insurer's registered office and sales points.
5. by agreement; the Insurer shall have the right to add a clause to the agreement, saying that if the participant fails to express their opinion within one month after receipt, it shall be deemed that they agree with Insurer's action. If the insurance is terminated by agreement of the contracting parties during validity of insurance, the Insurer shall refund a proportionate part of insurance premium for the number of days of unused insurance to the Policy holder after deduction of expenses incurred in connection with conclusion and administration of insurance. The amount of Insurer's expenses is stated in the Scale of Fees.
6. on the day of delivery of a written notice from the Policy holder or the Insured person, which expresses disagreement with the wording of Article 20;
7. on the day of Insured person's death;
8. on the day of delivery of written notice of refusal of indemnification.

Article 6

Insurance premium

1. Insurance premium shall be understood as a payment for insurance provided by the Insurer in the scope stipulated in the insurance contract.
2. If the amount of insurance premium depends on Insured person's age, then the age the insured person reaches on the first day of validity of insurance shall be used for calculation of insurance premium.
3. Insurance premium must be paid in domestic currency, unless stipulated otherwise.
4. The Policy holder is obliged to pay insurance premium for the whole insurance period all at once upon conclusion of the insurance contract, unless stipulated otherwise in the contract. The Insurer shall determine the amount of insurance premium in the insurance contract.

5. The Insurer shall have the right to insurance premium for the period until termination of insurance, with the exception of cases when the Law or GIC TI 2007/02 or SIC TI 2007/02 stipulate that the insurance premium for the period after the termination of insurance shall also belong to the Insurer. Insurance premium shall be determined by the insurer on the basis of long-term experience on the insurance market whereas the Insurer shall take some kinds of insurance risks, such as Insured person's age, length and type of insurance and place of stay into account. Insurance premium shall be determined on the basis of insurance mathematics to give the Insurer permanent possibility to fulfil all their obligations. Insurance premium for insurance contracts concluded at a distance shall be considered paid on the day when the complete amount of insurance premium is provably remitted (via bank payment order, deposit in cash via deposit form, postal money order, etc.).

6. If insurance premium is paid via a finance company, a bank or a postal service operator, the insurance premium shall be considered paid on the day when the whole amount is added to Insurer's bank account or when the whole amount is paid in cash either to the Insurer or a person authorised by the Insurer to collect insurance premium.

7. The Insurer shall have the right to deduct outstanding premium and other matured claims from all insurance contracts concluded with the Insurer from the indemnification amount; this shall not apply to compulsory insurance indemnification.

8. The insurer shall not be held responsible for any damage incurred in case when the Policy holder enters a wrong account number, variable code, or eventually other collection data.

9. Should the Policy holder be default in payment of insurance premium, the Insurer shall have the right to request punitive interest, the amount of which shall be determined in accordance with the corresponding legal regulations.

10. If an incorrect insurance premium, insurance period or insured amount is determined as a result of incorrectly reported date of birth, kind of trip or some other data decisive for determination of the amount of insurance premium, the Insurer shall have the right to adequately reduce indemnification from the contract.

Article 7

Insured amount, limit of indemnification

1. Insured amount for individual types of insurance is stated in the insurance contract as the uppermost limit of Insurer's indemnification, and that even in case when multiple travel insurance contracts are concluded for one person (the insured amounts shall not add up).

2. The upper limit of indemnification shall be limited by the stipulated insured amount for all insured events within the framework of one trip to a foreign country, or eventually in case of domestic products for all insured events in the course of the stipulated insurance period.

Article 8

Insurer's rights and obligations

Insurer's obligations

1. Besides other obligations stipulated by legal regulations, the Insurer shall namely be obliged to:

- a) keep secret about all facts concerning insurance of natural and legal entities as well as facts which they discover during conclusion of insurance, its administration and during settlement of claims; the Insurer may provide such information with the Insured person's content only, or if a special legal regulation stipulates so.;
- b) provide a person interested in insurance with all information which they have to be told prior to conclusion of insurance contract in a clear and exact way, in writing and in Czech and give all information which has to be announced in the duration of insurance contract to the Policy holder; this information must be provided by the Insurer in the scope stipulated in the Act no. 37/2004 Coll., on Insurance Contract;
- c) ensure identification of insurance participant in the scope stipulated by the Law and special legal regulation.

Insurer's rights

2. Besides other rights stipulated by legal regulations, the Insurer shall namely have the right to:

- a) give instructions to the Policy holder and the Insured person to avert occurrence of any insured event or to reduce the scope of its consequences;
- b) re-examine Insured person's health condition in case of an insured event, based on information required from medical facilities with Insured person's content; the Insurer shall have the right to appoint a physician to perform re-examination of health condition;
- c) reduce indemnification to an extent adequate to nonfulfilment of obligations, in case the Insured person fails to fulfil their obligations, particularly pursuant to letter a) of this Article, which prevents the Insurer from taking timely and sufficiently effective measures to prevent damage or to reduce its amount;
- d) reduce the amount of indemnification, should the Insured person breach any of the obligations stated in GIC TI 2007/02 or corresponding SIC TI 2007/02 or any of the obligations stipulated in the insurance contract; the Insurer shall also have the right to reduce indemnification from insurance contract in case when the breach of obligations which have been stipulated or which are imposed to the Insured person by legal regulations, particularly regulations leading to prevention of damage, influences occurrence of an insured event, its course or worsening of consequences of the insured event, the ability to find out or determine the amount of indemnification or the possibility to prove whether there was an insured event and how it had been caused;
- e) refuse to provide indemnification from insurance contract under conditions stipulated in Article 24 of the Insurance Contract Act, or in cases when the insured event occurred in connection with Insured person's actions due to which a court found the Insured person guilty of an intentional criminal act, or in connection with behaviour by which the Insured person deliberately damaged their health.

3. Furthermore, the Insurer shall have the right to reduce indemnification by up to 50 % or refuse to provide indemnification in well-reasoned cases:

- a) if the Insured person fails to truthfully inform the Insurer or Insurer's representative about an insured event;
- b) if the Insured person fails to submit truthfully filled and signed Damage report which is a part of SIC TI 2007/02;
- c) if the Policy holder or the Insured person breaches the obligations stated in the Law and in other legal regulations or obligations imposed by the insurance contract or GIC TI 2007/02, SIC TI 2007/02 and such breach substantially influences the occurrence of insured event or its course or worsening of its consequences, the ability to find out or determine the amount of indemnification or if it complicates or prevents the insurer from carrying out their own investigation in order to determine the scope of damage or find out whether the indemnification claim is justified.

4. The Insurer shall have the right to request compensation of expenses or damage, if any damage is incurred or if the Insurer uselessly expends finances due to breach of any of the obligations by the policy holder, the insured person or an authorised person. The Insurer shall have right to reimbursement of such costs or damage by the person who causes the damage or induces expending of finances.

Article 9

Policy holder and Insured person's rights and obligations during conclusion of an insurance contract and during validity of the insurance contract

Policy holder and insured person's obligations

1. The Policy holder and the Insured person shall be obliged to answer truthfully and completely all written questions from the Insurer concerning the arranged insurance during conclusion, modification and renewal of insurance contract. The Policy holder and the Insured person shall also be obliged to report to the Insurer all circumstances essential for assumption of risk that are known to them. This shall also be valid in case of modification of insurance. Essential circumstances shall be understood as circumstances which influence Insurer's decision on conditions for conclusion of insurance contract.
2. The Policy holder and the Insured person shall be obliged to allow the Insurer to verify the correctness of background data for calculation of insurance premium.
3. In case the Policy holder dies, the Insured person or eventually Insured person's legal representative shall take their place, unless the Policy holder is concurrently the Insured person. The same shall apply in case the Policy holder is a legal entity which is terminated without a successor, unless stipulated otherwise. Should a legal entity who is also the Policy holder for insurance contract within the framework of which more people are insured, be terminated without a successor, the insurance shall be terminated without compensation at the end of insurance period covered by the last properly paid insurance premium
4. The Insured person shall be obliged to observe obligations, which have been stipulated or which are imposed on them by legal regulations, particularly by regulations concerning prevention of damage.

5. The Policy holder and the Insured person shall be obliged to prove their insurable interest on Insurer's request.

6. The Policy holder and the Insured person shall be obliged to act in order not to cause any damage to life, health, property or other assets which could be a subject of insurable interest.

7. The Policy holder and the Insured person shall be obliged to take heed not to cause any insured event. They particularly must not breach the obligations leading to reduction of hazard or its complete prevention, which are imposed on them by legal regulations or on the basis of these, safety and technical standards or which have been imposed by the Insurer; The Policy holder and the Insured person must not even tolerate similar actions of third parties.

Policy holder and Insured person's rights

8. Pursuant to Article 66 of the Insurance Contract Act, the Policy holder and the Insured person shall have the right to gain information about the Insurer and the insurance contract during conclusion of the insurance contract.

Article 10

Policy holder and Insured person's rights and obligations associated with inception of loss occurrence

Policy holder and Insured person's obligations

1. Besides other obligations stipulated by legal regulations, the Insured person shall namely be obliged to:

- a) seek medical help without any unnecessary delay and continue with treatment until it is finished, ensure reduction of damage or take all possible measures to prevent increase of damage and ensure prevention of subsequent damage while proceeding according to instructions from the Insurer; they shall also be obliged to request these instructions if the circumstances allow so;
- b) inform the Insurer (or Insurer's Assistance as the case may be) immediately after they have found out about the damage;
- c) give true explanation of how the loss occurred and the scope of its consequences. They shall also be obliged to secure sufficient evidence on the scope of damage, e.g. by inquiry performed by the police or other investigatory bodies, photographic or film records;
- d) give the Insurer all necessary documents as well as documents which the Insurer demands;
- e) secure and produce evidence about inception, cause, scope and consequences of a loss occurrence; the costs connected therewith shall be covered by the person who is obliged to submit this evidence;
- f) allow the Insurer or persons authorised by them to perform investigations needed to assess the claim for indemnity and the scope of damage to determine the amount of indemnification;
- g) put all necessary information and documents in record or deliver them in writing and submit them upon the Insurer's request;

h) report an event which occurred under conditions suggesting that a crime or minor offence had been committed to the bodies participating in criminal or minor offence proceedings or eventually to the fire brigade without any unnecessary delay ;
i) refrain from all actions which might be prejudicial to the insurer's investigation concerning their obligation to pay;
j) authorize the attending physician or healthcare facility to provide information about the damage and about the overall health condition of the Insured person to the Insurer;
k) bear the cost of follow-up examination (re-examination) in case the Insured person demands such examination.

2. The Insured person shall be obliged to proceed in conformity with instructions from the Insurer or Insurer's Assistance during investigation of loss occurrence.

3. The Insured person shall be obliged to undergo examination by a physician appointed by the Insurer upon Insurer's demand.

4. The Insured person or the Policy holder shall be obliged to immediately report any loss occurrence to the Insurer in conformity with the provision of the insurance contract and to produce the original proof of payment of costs which are the subject of indemnification from the Insurer after their return from the trip.

5. The Insured person shall be obliged to take all measures available to them to reduce the scope of any loss occurrence or to prevent its extension.

6. The Insured person or, if you like, the Policy holder shall be further obliged to:

a) take all necessary steps to prevent loss occurrence and to reduce the scope of its consequences;

contact the Assistance as soon as it is possible in case of hospitalization; they are further obliged to follow the instructions from Insurer's attending physician and the Assistance;

b) stake a claim for reimbursement of costs to the Insurer without any unnecessary delay upon return to the Czech Republic and submit truthfully filled out Damage Report signed by the Insured person or some other authorized person. The Damage Report is a part of the SIC TI 2007/02;

c) inform the insurer whether the insured person is insured for the same insurance risk and in the same period at another insurance company as well;

d) present a police record to the Insurer in case the insured event occurred in connection with road accident or criminal act;

e) ensure translation of diagnosis and police report at their own cost in case it is not in English, French, German, Spanish, Italian or Russian.

7. The person claiming indemnification shall be obliged to prove to the Insurer prior to payment of indemnification that they have the right to indemnification.

8. All obligations arising from the insurance contract and from legal regulations concerning the Insured person shall also adequately concern the Policy holder and other persons claiming indemnification. These persons shall also be responsible for

performance of stipulated obligations to reduce the damage as well as obligations leading to prevention and avoidance of damage.

9. Should the Insured person die, the Policy holder or the person claiming indemnification shall be obliged to report this fact to the Insurer without any unnecessary delay, even in case the loss occurrence has already been reported to the Insurer by another person. The Policy holder and the person claiming indemnification bind themselves to agree with post-mortem examination performed by a physician appointed by the Insurer or eventually with autopsy and exhumation, should it prove necessary for determination of Insurer's duty to pay indemnification. In case of disapproval, the Insurer shall have the right to refuse to pay indemnification.

10. The Insurer shall not be held responsible for deficiencies and incompleteness of documents incurred due to Insured person's language problems and due to their unacquaintance with local conditions.

Policy holder and Insured person's rights

11. Besides other rights stipulated by legal regulations, the Policy holder, the Insured person or the person claiming indemnification shall have the right to be informed about the course of investigation or claim settlement on the basis of a written request.

Article 11

Indemnification

1. The Insurer shall not be obliged to provide indemnification in case the Policy holder knew or might have known that the insured event had already occurred at the time of conclusion of insurance contract.

2. Indemnification shall be payable within 15 days after the investigation necessary to determine the scope of Insurer's obligation to pay has been completed.

3. The investigation must be launched without any unnecessary delay once the insured event has been reported. In case this investigation cannot be completed within 3 months from the announcement of insured event, the Insurer shall be obliged to inform the person for whom the right to indemnification should arise or has arisen about the reasons due to which the investigation cannot be completed, and give them an adequate advance payment based on their written demand. This time limit shall not run, if the investigation is made impossible or difficult due to the fault of the person for whom the right to indemnification should arise or has arisen, the Policy holder or the Insured person or if an investigation is carried out by the police, the fire brigade or other corresponding bodies due to occurrence of insured event or if the person claiming indemnification, the Policy holder or the Insured person are prosecuted. The time limit shall start running once such investigation or prosecution has been finished.

4. The Insurer shall nor be obliged to pay indemnification until all documents necessary for settlement of claim are given to them, particularly those the Insurer demands in this respect.

5. The Insurer shall provide indemnification in domestic currency, unless stipulated otherwise. The exchange rate officially declared by the Czech National Bank (CNB) on the day of occurrence of the insured event shall be used for conversion of foreign currency. In case of exotic currencies the exchange rate list issued by CNB on the first working day of the month when the insured event occurred shall be used for payment of indemnification. The Insurer may decide to provide payment in-kind by repairing or replacing the damaged item in reasonable cases.

6. In case the person authorized to receive indemnification is given indemnification or advance payment of indemnification for which they are not entitled according to the insurance contract, they shall be obliged to give the paid amount back in full amount even if the insurance is terminated.

7. Should the insured, or if you like, the aggrieved person have the right to deduction of value added tax (hereafter VAT) from the performed repair or replacement connected with the insured event by operation of law, the Insurer shall provide indemnification in the amount reckoned excluding VAT. In cases when the insured, or if you like, the aggrieved person does not have such right, the Insurer shall provide indemnification in the amount reckoned including VAT.

8. Should the Policy holder be due with payment of insurance premium for more than 1 month, the Insurer shall not be obliged to provide indemnification from insured events which occurred during the overdue period.

9. The Insurer shall have the right to delay payment of indemnification or advance payment of indemnification if:

- a) there is any doubt about rightfulness of payment of indemnification to the authorized person, until the necessary proof is presented;
- b) bodies participating in criminal proceedings have started proceedings against the Policy holder, the Insured person or the authorized person in connection with the damage, until conclusion of such proceedings;
- c) the Insurer has not received Damage Report in writing.

10. The Insurer shall decide on indemnification and its amount in conformity with GIC TI 2007/02, SIC TI 2007/02 and based on documents presented by the Insured person or the Policy holder.

11. The Insurer reserves the right to examine the produced documents as well as the right to demand expert opinions from specialists.

Article 12

Form of legal acts

1. The insurance contract and all other legal acts and notices concerning insurance must be in written form, unless stipulated otherwise. In case of insurance contracts concluded by the means of distance sale the filling of electronic form including a confirmation of

agreement with the corresponding GIC TI 2007/02 and SIC TI 2007/02 and payment of insurance premium pursuant to the given conditions shall be considered a legal act sufficient for conclusion of an insurance contract.

2. If the loss occurrence is reported in advance by word of mouth, the Policy holder, the Insured person or the person claiming indemnification shall be obliged to make a subsequent written report without any unnecessary delay. If this condition is not met, it shall be presumed that the notification by word of mouth has not been given.

3. The Insurer shall have the right to use other than written form to express their declaration of will, if this has been agreed by the contracting parties. In such case the Insurer shall address their acts to the address stated in the insurance contract.

4. The Insurer shall have the right to use alternative means of communication (telephone, e-mail, SMS, fax) for mutual communication with the Policy holder, the Insured person and the authorized person concerning insurance administration, solving of insured events and offer of products and services from the Insurer and Generali international concern and cooperating business partners. These means shall serve for speeding mutual communication, however, they do not substitute written form of acts in cases when it is required by Law or insurance contract. While choosing the form of communication, the Insurer shall take account of the duties stipulated by corresponding legal regulations, nature of communicated information and circumstances as well as the needs and interests of the Policy holder and the Insured person.

Article 13

Territorial validity of insurance

The insurance shall apply to insured events which occur both in the Czech Republic and abroad, unless stipulated otherwise in these GIC TI 2007/02 or in SCI TI 2007/02 for individual types of insurance or in the insurance contract.

Territorial validity of insurance is divided into:

a) the Czech Republic;

b) „Europe“ – this area includes the following European countries and territories:

Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Montenegro, Denmark (+ Faroe islands), Estonia, Finland, France, Croatia, Ireland, Iceland, Italy, Cyprus, Lichtenstein, Lithuania, Latvia, Luxembourg, Hungary, Macedonia, Malta, Moldavia, Monaco, Germany, the Netherlands, Norway (+ Svalbard), Poland, Portugal (+ Azores, Madeira), Austria, Romania, Russia up to the Ural mountains, Greece, San Marino, Slovakia, Slovenia, Serbia, Spain (+ Canary Islands, Balearic Islands), Sweden, Switzerland, the whole Turkey, Ukraine, Vatican, Great Britain (+ the Isle of Man, Gibraltar, Channel Islands);

and the following countries:

Algeria, Egypt, Georgia, Israel, Lebanon, Libya, Morocco, Syria, Tunisia.

c) the whole world: the whole world excluding the Czech Republic.

Article 14

Exclusions from insurance

The Insurer shall be exempt from the obligation to provide indemnification in cases when the loss occurrence arises in connection with:

- a) illness or accident the cause of which occurred prior to conclusion of insurance contract or in the period when the insurance protection was not provided in accordance with Article 4, para. 3;
- b) wilful act of the Insured person, the Policy holder or another person initiated by them, while frivolous behaviour or neglect where the causing of damage must have been supposed or expected shall be put on a par with wilful act;
- c) the Insured person's psychoneurosis regardless whether this is a psychiatric defect, a depressive condition or a mental illness, including diseases which are directly connected with these disorders;
- d) engagement in professional or top performance sport of any kind;
- e) performance of military or aviation jobs or a job as a member of police force; such exclusion shall not apply to performance of administrative activity which was the reason for the trip;
- f) performance of any kind of flying (e.g. Rogallo wing flying, hang gliding, motorless and self-propelled aircraft flying, parachute descent, parasailing, paragliding etc.) with the exception of travelling as a passenger in a registered aircraft designed for transport of passengers;
- g) search operations serving only to find a missing person without the need for treatment in a medical facility or hospitalization;
- h) participation in expeditions to areas with extreme climatic or natural conditions (e.g. to the mountains over 5000 m above sea level, to a primeval forest, to the desert without a guide, to arctic or other sparsely populated areas, etc.) and in expeditions (e.g. in polar expeditions, exploration of caves, etc.);
- i) fruit machines and any lotteries;
- j) consummation or after consummation of alcohol or after application of addictive toxic or narcotic substances by the Insured person or with abuse of drugs by the Insured person if there is a causal connection with the occurrence of insured event;
- k) suicide attempt or conscious damage to one's health;
- l) breach of legal regulations valid in the given country, disturbance caused by the Insured person, or in connection with criminal activity committed by them;
- m) war event or civil war, state of war, declared or undeclared war, alien enemy actions, invasion, military coup or forcible seizure of power, rising, revolution, civil disorder or revolt and terrorist activity or attacks; the exclusion concerning terrorist activity or attacks shall not apply to insurance of medical expenses in the scope stated in SIC TI 2007/02;
- n) operations performed by naval, military and air power, participation in any kind of quick response operations;
- o) nuclear reactors, nuclear reaction or radioactivity, nuclear leak or radiation from nuclear fuel or waste; the Insurer shall not be obliged to provide indemnification in case of subsequently incurred damage;
- p) doing motorsport;
- q) with a business trip; the exclusion shall not apply to insurance contracts where business trip rider is arranged.

Article 15

Multiple insurance

1. If the total of limits of indemnification from insurance contracts concluded with different insurance companies for the same insurance risk exceeds the actual amount of the damage incurred, this shall be considered a multiple insurance.

2. Should a multiple insurance occur, the Policy holder shall be obliged to inform the Insurer about the other insurer(s) and insured amount stipulated in the other insurance contracts.

3. In case of indemnification from the same damage insurance by more insurers, the first insurer who receives the damage report shall be obliged to provide indemnification of the whole damage, but not more than the insured amount stipulated in the insurance contract by which they are bound, and inform the other insurers that they have been told of about provision of such indemnification.

4. In case when more insurance contracts for the same period and for the same insurance risk are arranged for the same Insured person, the Insurer shall be obliged to:

- a) pay up to the amount of stipulated insured amount from each insurance contract in case of sum insurance;
- b) pay proportionate sum from all insurance contracts up to the amount of the actual damage incurred during insured event, but not more than the sum of insured amount stated in the insurance contract in case of indemnity insurance.

Article 16

Rescue costs

1. Rescue costs shall be understood as rationally expended costs which the Insured person:

- a) expended to prevent occurrence of imminent insured event; imminent insured event is a state when the insured event would have inevitably occurred if the Insured person had not acted, while there was no other way how to prevent the damage;
- b) expended in order to reduce the consequences of an already incurred insured event;
- c) was obliged to expend;
- d) might have considered requisite and adequate and which might have lead to prevention of inception or increase of the amount of damage without endangering their own health and life or health and life of other person or other assets in given conditions. Expenses connected with usual care, maintenance and treatment of the insured item or other person shall not be considered rescue costs. With the exception of cases which allow no delay, it is always necessary to have the rescue costs approved by Insurer's Assistance.

2. In case of rescue costs, the Policy holder or the Insured person are obliged to prove and document the necessity of their expending.

3. The Insurer shall only reimburse rescue costs in the scope of necessary actions in the amount which is usually invoiced in the place of occurrence of insured event, but not more than the stipulated amount of 10% of the paid / expected indemnification, and not more than CZK 10 000 per one loss occurrence. Reimbursement of rescue costs shall

not be included in indemnification. No other person than the Insured person shall have the claim for reimbursement of rescue costs from the Insurer.

4. The Insurer shall not reimburse the costs of search operations and other rescue costs.

5. The Insurer shall not be obliged to reimburse rescue costs if they are reimbursed by the state or another authority on the basis of other legal regulations.

Article 17

Assistance

1. In emergency, help is provided to the Insured person abroad by the Assistance who is an authorized representative of the Insurer. The Insured person may address the Assistance whenever they have a problem or in case they are unable to pay the amount demanded for loss occurrence from their own resources.

2. In case of hospitalization or in case a physician recommends complicated medical examinations (e.g. computer tomography, ultrasonic examination, endoscopy, non-emergency surgery, non-standard blood analysis) the Insured person must directly or implicitly contact the assistance immediately or as soon as their health condition allows so.

3. Should the Insured person fail to follow instructions from the Assistance and its contractual partners, the Insurer shall have the right to reduce or refuse to provide indemnification.

Article 18

Transfer of insurance rights

1. If the Insurer provided indemnification for damage owing to which the Insured person has the right to damage compensation or other similar right against a third party, then this claim shall be transferred to the insurer up to the amount of indemnification which the Insurer provided from the insurance.

2. The Insured person shall be obliged to exert all efforts to ensure that the Insurer is able to fully assert this right to compensation of damage caused by insured event against a third party; namely by securing evidence, witness, testimonies, etc. Should the Insured person frustrate the Insurer's possibility to set up a claim for compensation of damage, the Insurer shall have the right not to provide indemnification, or if the consequences of such action of the Insured person emerge after the Insurer has provided the indemnification, the Insurer shall have the right to be given back the provided indemnification

3. The Insured person's claims towards their public health insurance company incurred on the basis of health insurance shall also be transferred to the Insurer, unless stipulated otherwise.

Article 19

Information for the data subject

In connection with Act no. 101/2000 Coll., on Personal Data Protection, the Insurer shall be obliged to inform the Policy holder and the Insured person about processing of their personal data, about their rights and about the rights and obligations of the Insurer as the administrator or processor of personal data by course of the abovementioned Act.

The Insurer shall consider the personal data of the Policy holder and the Insured person strictly confidential and they shall be obliged to keep secret about them as well as about the data concerning insurance pursuant to Article 39 of the Act no. 363/1999 Coll. - Insurance Act. This obligation can only be broken with the consent of the person whom such data concern and upon written request in legal regulations of the state administration bodies, administration authorities and other subjects.

The address and identification data of the Policy holder and the Insured person shall be processed by the Insurer as their administrator and Insurer's contractual processors meeting the conditions of Act no. 101/2000 Coll. (particularly insurance brokers), in the scope in which the data is provided to them in connection with contractual or other legal relationship (e.g. as a Policy holder, an Insured person, applicant, authorized person, aggrieved person, person authorized by the data subject, etc.) for the purpose of insurance and other activities regulated by Act no. 363/1999 Coll. – Insurance Act, for the period necessary to ensure rights and obligations arising from contractual relationship and also for the period arising from generally binding legal regulations (e.g. the Insurance Act, Act against legalization of profits from criminal activity, accounting and tax directives, etc.). Should it prove necessary, sensitive data about Insured person's health condition shall also be processed.

Personal data of the Policy holder and the Insured person can be provided to the subjects of Generali international concern and its custodial partners for the purpose and for the time period stated in the previous paragraph on condition that all legal conditions are met. The data will be processed both automatically and manually.

Provision of personal data is voluntary, but it is essential for conclusion of insurance contract and for performance of rights and duties arising hereof as well as for performance of duties and exercise of rights from other legal relationships. If the agreement with personal data processing and declaration pursuant to Article 20 of the GIC TI 2007/02 are withdrawn, the insurance contract shall be terminated and the Insurer shall cease to perform loss occurrence investigations and payment of indemnifications. In such case, the Insurer shall have the right to a proportionate part of insurance premium and to adequate expenses incurred in connection with conclusion and administration of the insurance contract; the amount of these is stated in the Scale of Fees.

The administrator and processor of personal data shall be obliged:

- to take such measures as may be necessary to prevent unauthorized or accidental approach to personal data, their alteration, destruction or loss, unauthorized transfers, their other unauthorized processing as well as other unauthorized misuse; this obligation shall remain valid even after processing of personal data has been finished;
- to process only true and precise personal data;

- to gather data in the scope necessary for the given purpose only;
- not to combine personal data gathered for various purposes;
- to pay attention to protection of private life when processing data;
- any persons who come in contact with personal data (including employees of the administrator or the processor) shall be obliged to abide by the duty of secrecy both about the personal data itself and about the safety precautions for their protection; This obligation shall be valid unlimitedly even after termination of employment or the corresponding relationship;
- to give all information about processing of personal data to the data subject, if they demand so; the data subject shall pay the material cost connected herewith.

Should the administrator or processor process personal data contrary to law or contrary to the protection of personal data and data subject's private and personal life, the data subject can ask the administrator or processor for explanation, demand remedial measures for the detrimental situation and in case their demands are not met, they have the possibility to address the corresponding authority.

The person whose data is processed or who provided personal data shall be obliged to report any change of these to the administrator without any delay.

Article 20

Personal data protection, agreement with inspection of health documentation and other documentation kept about the Policy holder / the Insured person and other declarations of the Policy holder and the Insured person

1. By signing the insurance contract, the Policy holder and the Insured person, or eventually their legal representative:

- a) permit the Insurer to inspect health documentation and they also undertake to disclose all information gathered in the health documentation kept about them and in other records which concern their health conditions or to ensure their disclosure to the Insurer;
- b) undertake to inform the Insurer about the attending physicians and medical facilities and provide reports requested by the Insurer from these;
- c) undertake to report any change in the processed personal data without any unnecessary delay;
- d) authorize attending physicians, medical facilities, health insurance companies, employment offices, trade licensing offices, state administration bodies, social security administration bodies and employers to provide information and documents from health and other documentation and relieves them from a duty of secrecy ; the Insured person also authorizes the Insurer to request the necessary information about their health condition from the physicians and medical facilities without limit to content;
- e) undertake to immediately provide all information about health care provided to them by physicians and medical facilities from public health insurance at the Insurer's bidding;
- f) authorize the Insurer to inspect the background papers of other insurance companies in connection with investigation of loss occurrence and with payment of indemnification;
- g) agree with the fact that their address and identification data and data about their health condition shall be processed by Generali Pojišťovna a.s., Bělehradská 132, 120 84 Prague 2, Czech Republic and their contracting processors meeting the conditions in

accordance with the Act no. 101/2000 Coll. (namely insurance brokers) for the purpose of insurance and other activities in accordance with the Act no. 363/1999 Coll. – Insurance Act, for the period necessary to ensure rights and obligations arising from contractual relationship and also for the period arising from generally binding legal regulations;

h) agree with handover and provision of their personal data and data about health condition to the subjects of subjects of Generali international concern and its custodial partners for the purpose in agreement with legal regulations for the purposes and time period stated in paragraph 1 letter g);

i) consent to being contacted on the provided correspondence address and contact in the matter of insurance relationship or in the matter of offer of insurance and related financial services provided by the Insurer or offer of services from the member companies of Generali international concern and cooperating business partners.

j) I hereby agree that a copy of my identification card or other document used for identification may be made by the Insurer for the purpose of identification of the contracting party pursuant to Act. no. 61/1996 Coll., on some measures against legalization of the proceeds of crime.

2. The abovementioned agreements and authorizations shall also concern the period after the death of the Policy holder, the Insured person or their legal representative – with the exception of para. 1, letters i) and j).

Article 21

Delivery of written documents

1. Written documents from the Insurer intended for the Policy holder, the Insured person and any other person for whom the right or duty arose from insurance (hereafter “the Addressee”) shall be delivered as either ordinary or registered mail by a postal licence holder (hereafter “the postal service”) to the correspondence address stated in the insurance contract or to a correspondence address reported to the Insurer in writing. Written documents can also be delivered by Insurer’s employees or by other person authorized by the Insurer. Should an address of a person different from the Insurance holder or the Insured person is given to the Insurer as the correspondence address, the Insurer shall not be held responsible for consequences arising from eventual default in handover of correspondence between these persons

2. Insurer’s written document sent to the Addressee via ordinary mail shall be considered to have been delivered on the third day after provable despatch of the parcel to the correspondence address, even if the Addressee has not been informed about the delivery.

3. Insurer’s written document sent to the Addressee via registered mail shall be considered to have been delivered on the tenth day after provable despatch of the parcel, unless a delivery in accordance with the following paragraphs is concerned.

4. Insurer’s written document sent to the Addressee via registered mail with a return receipt shall be considered to have been delivered on the day of delivery stated on the

return receipt, unless a delivery in accordance with the following paragraphs is concerned.

5. Should the Addressee refuse to accept the delivered written document, the written document shall be considered to have been delivered on the day when the Addressee refused to accept it.

6. In case the Addressee is not reached and Insurer's written document sent via registered mail is deposited at the post office by the deliverer, the written document shall be considered to have been delivered on the last day of the deadline for collection of mail, even if the Addressee does not know about the deposition. However, if the last day of such deadline is Saturday, Sunday or any public holiday, the first working day that follows shall be considered the last say of deadline.

7. Insurer's written document sent by postal service shall be considered to have been delivered on the day of return of the parcel as undeliverable for other reasons.

8. The Insurer shall have the right to add a clause to a written act intended for the Policy holder, the Insured person or another insurance participant, which says that if they fail to comment on the matter within one month since the receipt it shall be deemed that they agree with Insurer's action.

Article 22

Applicable law

1. Travel insurance contract and legal relations arising or related thereof shall comply with the legal order of the Czech Republic.

2. Should there be any disputes among the participants in this insurance, the contracting parties shall exert all available possibilities to settle the dispute peacefully. Should the peaceful settlement of dispute prove impossible, the parties involved shall address the corresponding court of the Czech Republic.

Article 23

Forfeiture

The right to insurance indemnification shall be forfeited in three years; the forfeiture period of right to indemnification shall start in one year after the occurrence of insured event.

Article 24

Tax regulations

Act no. 586/1992 Coll. on Income Tax and corresponding legal regulations shall apply to the stipulated insurance in tax field.

Article 25

Final Provisions

All eventual complaints from the Policy holder, the Insured person or a person authorized to take over the indemnification shall be accepted in writing at the address:

Generali Pojišťovna a.s., Bělehradská 132, 120 84 Prague 2, Czech Republic or electronically on e-mail address stiznosti@generali.cz. Should the complaint be settled unsatisfactorily it is also possible to address the corresponding state supervision body for the field of insurance.

These GIC TI 2007/02 shall apply to all insurance contracts signed on or after 1st January 2007.

Special insurance conditions of travel insurance (SIC TI 2007/02)

I. Introductory provisions

These special insurance conditions of travel insurance constitute an inseparable part of the insurance contract arranged by Generali Pojišťovna a.s., (hereafter “the Insurer”). These SIC TI 2007/02 shall apply to all insurance contracts signed on or after 1st January 2007.

II. special insurance conditions of insurance of medical expenses incurred on a trip abroad, including repatriation (hereafter SIC TI MER)

Article 1

Subject of insurance

1. The insurance is used to pay for essential expenses for treatment of the Insured person which they have to undergo due to an insured event during the insurance period.
2. Essential treatment expenses shall be understood as expenses necessary from the medical point of view for essential treatment and curing of injury or an illness that has suddenly occurred.

Article 2

Insured event

1. Insured event in insurance of medical expenses shall include injury or illness which occurs during insurance and which requires immediate treatment or curing. Repatriation in case that the Insured person cannot travel back to the Czech Republic by the originally planned means of transport due to health reasons or repatriation of mortal remains to the Czech Republic in case the Insured person dies shall also be considered an insured event.
2. If insured event is defined as Insured person’s accident in the insurance contract, the accident shall be understood as unexpected and sudden action of external force or one’s own physical strength independently on Insured person’s will or unexpected and undisturbed action of high or low outside temperatures, gasses, vapours, radiation, electric current and poisons (with the exception of microbial poisons and immunotoxic substances), which caused damage to Insured person’s health or their death.

The following events shall also be considered an accident:

- a) sinking and drowning;
- b) bodily damage caused by burn, lightning, electric current, gasses or vapours, consummation of poisonous or corrosive substances, with the exception of cases when the effects appeared gradually;
- c) dislocation of limbs as well as tear or separation of part of limbs and spinal muscles, tendons, ligaments and joint capsules as a result of sudden deviation from normal movement.

The following events shall not be considered an accident: illnesses including infectious diseases; heart attack, apoplectic stroke, retinal detachment, insanity and mental disorders even if they occurred as a result of injury; malignant and benign tumours; hernias in all locations; worsening of illness due to injury; aseptic inflammations of bursa, peritenon and muscle attachments (bursitis, epicondylitis, impingement syndrome); damage to degeneratively changed organs due to minor indirect violence (e.g. meniscus); Achilles tendon rupture with the exception of transection; sudden vertebral disc syndromes, damage to intervertebral discs; haemorrhage in internal organs and cerebral haemorrhage or abdominal or lower abdominal injury if it occurs due to medical predisposition of the insured person; post-traumatic states of insanity, such as neuroses or psychoneuroses.

3. Illness can be defined as a sudden occurrence of such disease which directly endangers health or life of the Insured person independently on the Insured person's will and which requires immediate medical treatment.

Article 3

Treatment expenses and other expenses

1. Treatment expenses for (if they are the subject of insurance) shall be understood as costs of essential injury or illness-related treatment including diagnostic procedures which are directly related to these and which are prescribed by a physician.

These costs include:

- a) medical treatment;
- b) hospital stay, i.e. treatment, medical help and operations, the execution of which could not have been postponed until the Insured person's arrival to the Czech Republic with regard to their health condition;
- c) examinations indicated by the attending physician that are necessary to make a diagnosis or treat an illness;
- d) drugs prescribed by a physician in connection with insured event;
- e) transportation to the nearest medical facility; in case it is organized by the Insured person, the Insured person shall be obliged to keep these expenses to a minimum;
- f) transport of the Insured person to another medical facility in case the current facility where the Insured person is hospitalized does not provide the medical care which their health condition requires;
- g) acute dental examination up to the amount of the insured amount stated in the insurance contract, whereas these costs are limited to one insured event in the duration of one insurance contract.

2. Other expenses shall be understood as:

- a) costs of repatriation of the Insured person to the place of domicile in cases when they are unable to travel back to the Czech Republic by the originally planned means of transport due to health reasons;
- b) repatriation of mortal remains to the place of domicile in the Czech Republic in case of Insured person's death;
- c) expenses for cremation abroad.

3. The Insurer shall not reimburse the costs of repatriation of an insured foreign national in case they are unable to use the originally planned means of transport due to health reasons or costs of repatriation of mortal remains to the place of domicile outside the Czech Republic in case of Insured person's death.

4. The Insurer shall not reimburse the costs of rescue operation unless these are indicated due to health condition which requires subsequent treatment in a medical facility or hospitalization.

Article 4

Territorial validity of insurance

1. The insurance shall be valid outside the Czech Republic. This shall not apply to the country whose citizenship the Insured person holds or where they are domiciled.

2. However, in case the person who is not a citizen of the Czech Republic has been participating in the public health insurance of the Czech Republic for at least one year, it is possible to insure them even in the territory of the country whose citizenship the Insured person holds or where they are domiciled.

Article 5

Inception and expiry of insurance

The insurance shall commence on the day stated in the insurance contract as the inception of insurance, but not sooner than at the moment of crossing the border when leaving the Czech Republic and it shall expire at the moment of crossing the border on the return back to the Czech Republic, but not later than at midnight on the day stated in the insurance contract as the expiry of insurance.

Article 6

Exclusions from insurance

A) Sport exclusions

1. The Insurer shall not be obliged to provide indemnification if the insured event occurred in connection with:

- a) engagement in professional sports performed by the Insured person on professional or top level during participation in contests and preparation for these; professional and top sportsmen shall be understood as sportsmen for whom the given sport is a source of income or sportsmen who participate in contests on a nationwide or international level;

b) practising of risky sports (mountain climbing in elevations exceeding 5 000 m above sea level, ski alpinism, skiing aside from marked tracks and other sports with similar risk).

2. The Insurer shall provide insurance cover for the following activities only in case additional sports insurance – “Sportovec” (Sportsman) has been arranged:

a) practising of dangerous sports:

- **winter sports** - skiing, ski jumping, snowboarding, speed skating, bobsleighing, skibobing, luge sledding, bob-skeletoning, etc;

- **water sports** – water motorsports, sailing, surfing, white water rafting and other means of descending rivers, canyoning etc., recreational scuba diving with a guide or instructor while abiding by all safety and local regulations for diving (under current conditions the insurance shall include corresponding transport to a medical facility and a hyperbaric chamber – in case of insured event it is necessary to present a record on investigation of the accident by corresponding authorities, etc);

- **other sports** – alpine tourism (tourism requiring use of aids or walking in difficult terrain (glacier, firn fields); always above 3 000 m), mountain climbing, rock climbing, speleology while abiding by all safety regulations for speleology, horse riding, cyclocross and other descending through difficult terrain on a bike, bungee jumping, martial sports, box and wrestling and other similarly dangerous sports

b) health complications due to high-altitude illness during stay in altitudes exceeding 3000 m above sea level;

c) participation at organized sports competitions, except for the activities excluded in para. 1 a) and b) of this article.

B) Medical exclusions

3. The Insurer shall not be obliged to provide indemnification in case of:

a) medical contra-indication to a trip abroad;

b) examination – including laboratory and ultrasonic – for detection of pregnancy, interruption, any complications after twenty-fourth week of pregnancy, examination and curing of infertility, artificial insemination control or preventive examinations during pregnancy;

c) complicated medical examinations indicated by a specialist (computer tomography, ultrasonic examinations, endoscopy, non-urgent surgery, non-standard laboratory analysis of blood), unless reimbursement of costs of these examinations is approved in advance by the Insurer or Insurer’s Assistance;

d) contraception;

e) any kind of dental treatment and services connected herewith; the exception shall be treatment due to injury or first aid, when the Insurer shall reimburse only one insured event during validity of one insurance contract, up to the amount of the insured amount stated in the insurance contract;

f) mental, psychic, neurological changes or disorders discovered by medical examination;

g) performance of procedures outside the medical facility, those not performed by a physician or a nurse qualified for such procedure, or treatment which is not scientifically or medically acknowledged;

h) preventive medical care, control examination and medical examinations which are not in related to a sudden illness or injury, aesthetic procedures;
i) rehabilitation, physiotherapy, spa treatment or above standard care;
j) chiropractic procedures, training therapy or self-sufficiency training;
k) costs of purchase or making and repair of prostheses - orthopaedic, dental; epitheses, glasses, contact lens or hearing aids;
l) subsidiary drugs or vitamin preparations;
m) contagious venereal diseases and diseases arising from HIV virus infection;
n) loss occurrence associated with terrorist activity or attack in the territory to which the Insured person travelled or in which they stayed despite warnings from the state authorities of the Czech Republic, other state or international authorities; insurance of medical expenses incurred on a trip abroad, including repatriation shall apply to loss occurrences associated with terrorist activity or attack in other than the abovementioned cases.

4. The Insurer shall not be obliged to provide indemnification in case the treatment expenses were incurred due to:

- a) medical care associated with injury or illness which had existed before the inception of insurance;
- b) treatment or operation of chronic or other illness if this illness had required hospitalization in the previous 12 months, if it had already been advancing or if it had required significant changes in treatment or use of drugs;
- c) illness which had been evident or discoverable before the inception of insurance, or consequences of such illness, including death;
- d) medical care, if it became the only aim or one of the main aims of Insured person's trip or if it is medical care which has already been known to take place in the course of the trip, prior to beginning of such trip;
- e) illness recurring during the previous 12 months;
- f) care exceeding the scope necessary for reaching such health condition which would allow return to the Czech Republic.

5. The Insurer shall not be obliged to reimburse purchase of drugs needed for treatment of a non-acute illness not associated with an insured event or purchase of these drugs due to the Insured person's insufficient reserves.

Article 7

Reimbursement of costs

Costs of hospital and ambulatory treatment shall be reimbursed in the name of the Insured person directly by Insurer's foreign partner via the Assistance. In exceptional cases when the Insured person is required to pay for the medical care in cash, these shall be reimbursed by the Insurer on the basis of Damage Report form sent to Insurer's address and handover of the requested documents stated in these SIC TI 2007/02.

Article 8

Insured person's obligations

1. In case of hospitalization, the Insured person shall be obliged to always contact the Assistance (directly or implicitly) as soon as their health condition allows so and report

this fact. The Insured person shall not be obliged to do so if the hospitalization has been consulted with the Assistance in advance or if it has been directly mediated by the Assistance.

2. The insured person shall always be obliged:

a) to ask for medical report of their diagnosis, performed procedures and prescribed medicaments;

b) present the medical diagnosis to the Insurer, together with original copies of bills or invoices and prescriptions which prove the amount of claim and which are stamped by the organization in question.

3. If a complicated medical examination (computer tomography, ultrasonic examination, endoscopy, non-urgent surgery, non-standard laboratory analysis of bodily fluids) is recommended to the Insured person by the attending physician or specialist, the Insured person shall be obliged to have the reimbursement of costs of such examination approved in advance by the Insurer or Insurer's Assistance.

4. Should the Insured person fail to fulfil their obligations stated in para. 1 to 3 of this article, the Insurer shall have the right to reduce indemnification by up to 50 %, or eventually refuse to provide indemnification.

Article 9

Repatriation of the Insured person

1. The necessity, possibility and means of repatriations shall be decided by Insurer's Assistance after previous consultation with the attending physician. In case repatriation to the Czech Republic is declared possible by the attending physician and the Insured person refuses it for any reason, the Insurer shall be freed of their obligation to reimburse the cost of further treatment or later repatriation.

2. The Insurer shall be freed of their obligation to reimburse expenses associated with repatriation if it is organized by the Insured person or other people without the prior express consent of the Insurer or their Assistance.

3. If the repatriation is organized directly by the Insured person or other persons with the consent of the Assistance, the Insurer shall reimburse the expenses for repatriation in such amount which does not exceed the cost of repatriation the Insurer would have to reimburse if the repatriation was organized by Insurer's Assistance.

Article 10

Contractual penalties for breach of obligations

The Insurer shall not be obliged to indemnify:

a) if the Insured person refuses to undergo medical examination upon the Insurer's request or if the Insured person does not allow the Insurer to establish contact between the attending physician and Insurer's physician;

b) further expenses for treatment if the Insured person refuses repatriation organized by Insurer's Assistance.

III. Special insurance conditions of insurance for the instance of summoning a guardian (SIC TI SG)

Article 1

Subject of insurance

1. In case of an insured event, the insurance is used to reimburse the necessary expenses associated with Insured person's guardian's trip abroad and with their accommodation, or eventually to reimburse necessary expenses associated with premature or late return of the Insured person and their guardian to the place of domicile.

2. Guardian shall be understood as a person accompanying the Insured person from a foreign country to the Czech Republic or a person summoned to perform the role of a guardian in case of an insured event stated in article 2 of these SIC TI SG.

Article 2

Insured event

Insured event shall be understood as:

- a) hospitalization of the Insured person in a hospital facility if the length of the expected stay in this facility exceeds 10 days and if the Insured person is abroad without a family relative;
- b) a serious illness, injury or death of an adult travelling together with an underage Insured person and due to such illness or death of this adult, the underage Insured person is left abroad without the company of a family relative, legal representative or another authorized person;
- c) a serious illness, injury or hospitalization of the Insured person in which case it is necessary to hasten or postpone the originally planned return back to the Czech Republic, so that the guardian acts as an accompanying party during the trip.

Article 3

Costs of transportation and accommodation of the guardian

1. Costs of transportation of the guardian shall be understood as costs of a ticket or an economy class flight ticket from the place of domicile of the guardian to Insured person's place of stay as well as costs of a ticket or flight ticket from the back to the place of domicile.

2. In case of insured event stated in para. b) and c) of article 2 of these SIC TI SG the reimbursement of costs of transportation to the place of domicile shall include the Insured person as well.

3. Costs of accommodation of the guardian shall be understood as costs incurred to the guardian in Insured person's place of stay. The Insurer shall reimburse accommodation for maximum of 3 nights in the maximum amount of USD 150 per one night.

4. The scope of indemnification up to which the Insurer is obliged to reimburse the cost of the guardian's stay and eventually also the Insured person's trip shall be limited by the amount of actually incurred expenses if these expenses were incurred in the way regulated in Article 3, para. 1 to 3 of these SIC TI SG.

Article 4

Insured person's obligations

Should an insured event occur, the Insured person (their accompanying party) shall be obliged to contact the Assistance immediately and consult the necessity of and means of organization of summoning a guardian. They are further obliged to follow the instructions of the Insurer and the Assistance authorized by the Insurer.

Should the Insured person fail to fulfil these obligations the Insurer shall have the right to reduce indemnification by up to 50 %, or eventually refuse to provide indemnification.

IV. Special insurance conditions for the instance of permanent consequences of an accident and for the instance of death due to an accident – accident insurance (SIC TI PCI/DI)

Article 1

Subject of insurance

This insurance is arranged for the instance of death or permanent consequences incurred as a result of an accident which occurs in the course of insurance and which the Insured person suffers in common life, unless stated otherwise in the insurance contract. Permanent consequences of an accident shall be understood as consequences which cannot be improved, i.e. permanent affection of physical and psychic functions. The degree of permanent consequences shall be determined in percent. Degree of invalidity shall be understood as the scope of permanent consequences the amount of which shall be determined in percent. The scope of invalidity shall be determined by Insurer's physician.

Article 2

Insured event

1. In terms of these SIC TI PCI/DI, an insured event shall be understood as Insured person's accident which results in injury or death, and with which Insurer's obligation to provide indemnification is associated. Accident shall be understood as an unexpected and sudden action of external force or one's own physical strength independently on Insured person's will or unexpected and undisturbed action of high or low outside temperatures, gasses, vapours, radiation, electric current and poisons (with the exception of microbial poisons and immunotoxic substances), which caused damage to Insured person's health or their death.

2. The following events shall also be considered an accident:

a) sinking and drowning;

b) bodily damage caused by burn, lightning, electric current, gasses or vapours, consummation of poisonous or corrosive substances, with the exception of cases when the effects appeared gradually;

c) dislocation of limbs as well as tear or separation of part of limbs and spinal muscles, tendons, ligaments and joint capsules as a result of sudden deviation from normal movement.

3. Injury caused by wilful action of the Insured person or action of another person initiated by any insurance participant shall not be considered insured event.

4. Insurance protection shall not cover injuries which the Insured person suffered in the past or from the consequences of which they suffer at present time. Such injuries and also their consequences shall be excluded from insurance.

Article 3

Insured amount

In case of an insured event the Insurer shall pay indemnification:

a) for permanent consequences of an accident, based on the percentual degree of invalidity from the stipulated insured amount (linear payment);

b) for death as a result of accident – the full insured amount stipulated in the insurance contract.

Article 4

Exclusions from insurance

1. The following events shall not be considered an accident: illnesses including infectious diseases; heart attack, apoplectic stroke, retinal detachment, insanity and mental disorders even if they occurred as a result of injury; malignant and benign tumours; hernias in all locations; worsening of illness due to injury; aseptic inflammations of bursa, peritenon and muscle attachments (bursitis, epicondylitis, impingement syndrome); damage to degeneratively changed organs due to minor indirect violence (e.g. meniscus); Achilles tendon rupture with the exception of transection; sudden vertebral disc syndromes, damage to intervertebral discs; haemorrhage in internal organs and cerebral haemorrhage or abdominal or lower abdominal injury if it occurs due to medical predisposition of the Insured person; post-traumatic states of insanity, such as neuroses or psychoneuroses.

2. Insurance shall not cover loss occurrences incurred in connection with activities stated in SIC TI MER, Article 6 A), para. 2 a) and b) unless additional sports insurance – “Sportovec” (Sportsman) has been arranged.

3. The Insurer shall have the right to reduce indemnification by up to one half if the Insured person died in connection with activity which caused serious damage to health or death of another person, or which was in conflict with good manners, or which grossly damaged important interest of the society.

Article 5

Indemnification

1. If the permanent consequences of one or more accident concern the same organ or sense or their parts, the Insurer shall assess them as a whole, but the result shall not exceed the percentage stated in the CPCA (chart of permanent consequences of an accident) chart for anatomical or functional loss of the corresponding organ or sense or their part.

2. The Insurer shall be obliged to indemnify permanent consequences of an accident incurred as a result of accident which objectively occur within one year from the day of accident, based on a written application from the Insured person. The Insurer shall not be obliged to pay for permanent consequences of an accident which objectively appear more than one year after the day of accident.

3. To meet the conditions for payment of indemnification for permanent consequences of an accident, the insured person shall not only produce a proof that the permanent consequences of an accident have occurred, but they shall also produce medically unambiguous determination of the scope of invalidity. If an emergence of permanent consequences of an accident is discovered within one year from the day of accident and the scope of invalidity is not medically unambiguously determined, the indemnification shall not be provided sooner than one year after the day of accident has passed.

4. The basis for determination of the scope of invalidity is the CPCA chart which shall be an inseparable part of the insurance contract. In case of partial loss of organs or senses or partial loss of function of the abovementioned organs or senses, the rates calculated as a proportion from the rates in the CPCA chart shall be used in calculation of indemnification .

5. If the scope of invalidity cannot be determined pursuant to the abovementioned chart, the scope of invalidity shall be determined by medical opinion with regard to the scope of functionality of the damaged organ.

6. In case the Insured person had some physical or sense disorder before the accident and if the condition of the organ worsens due to the accident, the scope of the previous invalidity shall be determined in the same way as stated in para 4 and 5 and the indemnification shall be reduced by thus determined scope of invalidity.

7. In case the scope of invalidity is not definite in terms of type and scope of the consequences of an accident after one year from the day of accident, a physician appointed by the Insurer shall reassess the scope of invalidity within three years since the day of accident. In case the scope of invalidity remains indefinite even after 3 years, the Insurer shall determine the scope of invalidity according to the condition at the end of this time limit.

8. If the Insured person dies:

a) as a result of accident within one year since the day of accident, no claim for indemnification for permanent consequences of the accident shall arise;

b) due to reasons which are not in causal relationship with the accident within one year since the day of accident, the Insurer shall pay indemnification in the amount

corresponding to the assumed degree of invalidity determined on the basis of the last medical opinion;

c) as a result of the accident after a period of one year since the day of accident, the Insurer shall pay indemnification in the amount corresponding to the assumed degree of invalidity determined on the basis of the last medical opinion;

d) due to reasons which are not in causal relationship with the accident after a period of one year since the day of accident, the Insurer shall pay indemnification in the amount corresponding to the assumed degree of invalidity determined on the basis of the last medical opinion.

9. If indemnification in the form of flat amounts is stipulated in the insurance contract, the amount stated in the insurance contract shall be paid in case of insured event.

Chart for assessment of permanent consequences of an accident – degree of invalidity in case of complete loss of organ or complete loss of its function (CPCA):

Sectional rate

one upper limb up to the shoulder joint 70 %

one upper limb above the elbow 65 %

one upper limb below the elbow or one hand 60 %

one thumb 20 %

one index finger 10 %

one other finger 5 %

one lower limb above half of the thigh 70 %

one lower limb up to half of the thigh 60 %

one lower limb up to half of the calf or one foot 50 %

one big toe 5 %

one other toe 2 %

sight in both eyes 100 %

sight in one eye 35 %

sight in one eye in case that the insured person suffered an accident during the insurance period due to which they lost the sight in the other eye 65 %

hearing in both ears 60 %

hearing in one ear 15 %

hearing in one ear in case that the insured person suffered an accident during the insurance period due to which they lost the hearing in the other ear 45 %

sense of smell 10 %

sense of taste 5 %

Sectional rate shall be understood as the maximum percentual evaluation of the scope of invalidity in case of complete loss of organs or complete loss of their function.

Indemnification shall be calculated on the basis of the stipulated insured amount.

The individual percentual rates can be added up, but the total must not exceed 100 % in any case.

Indemnification shall be paid from 0,001 % degree of invalidity.

If insurance of permanent consequences incurred as a result of an accident is arranged, insurance of scars and loss of permanent teeth with the following lump sums shall be included in the insurance without increasing the insurance premium:

Loss of permanent tooth due to external physical violence CZK 1 000.

Scar caused by accident at least 6 cm long, in case of scar in the face or neck at least 3 cm long (this shall not concern scars caused by any kind of surgery) CZK 1 000.

2. Indemnification for permanent consequences of an accident shall be paid to the Insured person.

3. Should the Insured person die, the persons appointed in accordance with provisions of Article 51 of the Act no. 37/2004 Coll. on Insurance Contract shall have the right to indemnification for death due to an accident.

4. Indemnification and its amount shall be decided by the Insurer in conformity with GIC TI 2007/02, these SIC CEP TNU/SU and based on documents produced by the Insured person or the Policy holder, or eventually by the authorized person.

5. The Insurer reserves the right to verify the produced documents, as well as the right to request expert opinions from specialists. The Insurer shall also have the right to consult complicated insured events or send them for assessment or payment to Insurer's foreign partner.

6. In case when more insurances for the same Insured person, for the same period and for the same insured risk are arranged with the Insurer, the Insurer shall be obliged to indemnify from each insurance contract up to the amount on the insured amount.

7. In case of insurance of foreigners the Insurer shall not reimburse the cost of transport of the Insured person from their country to the Czech republic in order to determine the scope of invalidity.

Article 6

Insured person's obligations

1. Insured event shall be reported by the Insured person or a person whose right to indemnification arises due to a loss occurrence directly to the address of Insurer's place of business:

Generali Pojišťovna a.s., travel insurance, Bělehradská 132, 120 84 Praha 2, Czech Republic.

2. To exercise the right to indemnification, the following documents must be produced:

- a) in case of Insured person's death – death certificate (verified copy) and medical report on the cause of death (e.g. coroner's inquest protocol, autopsy protocol copy, registry office statement etc.); if the case was investigated by the police – address of the police station which carried out the investigation or eventually copies of police reports; name and address of the general practitioner and name and address of the notary;
- b) officially verified document attesting the right to indemnification (e.g. marriage certificate, birth certificate);

- c) in case of physical damage due to an accident– report saying when and how the accident happened and actual medical report from the time of accident;
- d) if the accident leaves permanent consequences after the period of one year, the Insured person shall be obliged to send a written request for assessment of these permanent consequences including current medical reports; the Insured person shall also be obliged to undergo medical examination at a physician appointed by the Insurer; the Insurer shall reimburse the costs of medical review, the travelling expenses of the trip to the physician shall be paid by the Insured person.

V. Special insurance conditions of personal possessions and luggage insurance (SIC TI PPL)

Article 1

Subject of insurance

The subject of insurance includes luggage and small stores usual for the given purpose of trip which the Insured person takes on the trip or which they provably obtain during the trip.

Article 2

Insured event

Insured event shall be understood as:

- a) damage to or destruction of items by natural disaster (snow or ice avalanche falling to the valley, earthquake rated at least 6 on the international scale, landslide and falling of rocks due to gravity) or other natural danger (whirlwind reaching speeds of at least 75 kph, hailstorm, direct impact of lightning, fall of a tree, airplane crash, floods, high water, fire);
- b) damage to or destruction of items by water from water conveyance structures;
- c) damage, destruction, theft or loss of items in a traffic accident or as a result of an the Insured person's injury or sudden illness, due to which the Insured person did not have the possibility to look after the things or secure them against theft;
- d) loss of items due to burglary:
 - the right to indemnification shall arise only in case that the insured item was stolen in a way when the burglar provably got over safety measures protecting the insured items against theft and if the insured event did not occur due to use of forged keys;
 - it shall be considered insured event only in case when the item was stolen in the abovementioned way from the accommodation facility in which the Insured person was staying (hotel, apartment, bungalow, caravan), or from a vehicle parked in a guarded car park, which has to be proved by corresponding documents, or from a closed and locked luggage boot on condition that the luggage had not been visible from outside;
- e) robbery during which the robber took possession of the insured item using violence or threat of immediate harm against the Insured person;
- f) delay of properly registered luggage which was transported by an air carrier and which was not delivered to the Insured person within six hours since their arrival to the target destination in a foreign country;

g) damage, destruction or theft of an item which took place in the time when it was submitted to the carrier for transport with a certificate of receipt or stored in a place designated for common transportation of luggage in accordance with the carrier's instructions.

Article 3

Exclusions from insurance

1. The insurance shall not cover:

- a) money, cheques, securities, deposit books, pay cards and other cards substituting money or prepaid cards, bonds, shares, certificates of deposit, and similar equities, passports, driving licences, tickets, flight tickets and other papers and licences of all kinds;
- b) jewellery, items made of precious metals, precious metals, items of collector interest, antiquities, items of artistic and historical value and other valuables; the only exception are Insured person's betrothal rings which are of personal character;
- c) motor vehicles, trailers and semi-trailers, motorcycles, motor bicycles, bicycles and similar equipment with its own travel drive, ships, vessels, etc, including accessories, fuel and automobile spare parts;
- d) items serving for performance of one's job or for gainful activity;
- e) animals;
- f) data on record and sound carriers or eventually on some other information and control systems, computers, value of items arising from copyright and industrial property rights;
- g) things in the time when these were deposited with a certificate of receipt; this exclusion shall not apply to things stolen in a robbery which the Insured person deposited or put into a safe in the accommodation facility where they were accommodated.

2. The following events shall not be considered burglary with getting over security measures:

- a) stealing of items from a tent or a similar facility with infirm walls or ceilings made of canvas, etc., not even if the tent or similar facility is locked;
- b) cutting or other damage to luggage, rucksacks, etc.;
- c) opening of luggage which is secured by zippers, buckles, etc.

3. Damage to an item shall be understood as a change of the condition of the item which can objectively be repaired or such change of the condition of the item which cannot objectively be repaired, however the item can still be used for the original purpose. Destruction of an item shall be understood as a change of the condition of the item which cannot objectively be repaired and therefore the item cannot be used for the original purpose.

Article 4

Insured person's obligations in case of a loss occurrence

The Insured person shall be obliged to:

1. Report loss occurrence to the police within 24 hours after its discovery.

2. Produce the necessary documents concerning the loss occurrence, e.g. record of the means of getting over the safety measures protecting the items against theft together with confirmed list of stolen, lost or destroyed items if the Insurer requires so. Expenses connected with obtaining of a police report and eventually of a final investigation report shall be paid by the Insured person.

3. Produce:

- a) police report containing a list of stolen or damaged items including their evaluation; proof of purchase must be produced for things whose value exceeds CZK 2 000; documents from a foreign country (police report, etc.) must be translated into Czech and officially verified, the cost of which shall be reimbursed by the Insured person;
- b) confirmation from the organization responsible for the damage (hotel etc.) or obtain this confirmation from the police;
- c) in case of injury which was caused in a traffic accident and damage was simultaneously caused to the Insured person's small stores for which they will request indemnification, the Insured person shall be obliged to seek medical examination without any unnecessary delay and obtain corresponding medical certificate; if the circumstances of the case were investigated by the police, a document from the police shall also be obtained;
- d) in case of damage to or destruction of an item, photo documentation or some other evidence must be produced;
- e) in case of delay of properly registered luggage the Insured person shall produce flight ticket or similar travel document, confirmation of late delivery of luggage with the date and hour of planned and actual delivery of luggage or confirmation of non-delivery of luggage from the airlines and bills for the purchased necessary spare items.

4. Inform the Insurer without any unnecessary delay that criminal proceedings have been initiated in connection with the insured event and Inform the insurer about the progress and results of such proceedings.

Article 5 Indemnification

1. The Insurer shall provide indemnification equalling the amount of damage, but not exceeding than the upper limit of indemnification determined by the Insurer.

2. The Insurer shall provide indemnification in case of:

- a) destruction, loss due to burglary, theft or loss of the insured item in the amount corresponding to an adequate purchase price of the same or comparable new item;
- b) damage to the insured item in the amount corresponding to adequate costs of its repair up to the amount equalling the current price of the insured item; Insurer's indemnification for repair of the damaged item must not exceed the value of indemnification stipulated for the case of destruction, loss due to burglary, theft or loss;
- c) delay of properly registered luggage in the amount of provable expenses which the Insured person had to expend to buy necessary spare items (e.g. hygienic items, clothes, etc.), to the maximum amount of CZK 5 000. The Insurer shall reduce indemnification in case of loss of properly registered luggage by the amount reimbursed

in connection with its delay. The Insurer shall not be obliged to pay indemnification if there is a delay of properly registered luggage on a charter flight;

d) damage, destruction or theft of item which occurred in time when it was submitted to the carrier for transport with a certificate of receipt or stored in a place designated for common transportation of luggage in accordance with the carrier's instructions, but to the maximum amount of CZK 5 000.

3. Current price shall be understood as a price which the item had just before the insured event. It shall be determined from the new price of the item, while the degree of wear or other depreciation or appreciation of the item due to its repair, modernization or some other means shall be taken into consideration together with its age and wear (amortization), incurred before the insured event.

4. The Insurer shall not become the owner of the recovered insured item for which they have already provided indemnification due to an insured event arising from these SIC TI PPL.

VI. Special insurance conditions of trip cancellation or trip interruption insurance (SIC TI TC/TI)

Article 1

Subject of insurance

1. In case of "Storno" (Cancellation) product, the insurance is used to pay compensation for nonreturnable costs which the Insured person had to pay in connection with cancellation of a trip organized by a travel agency or transport company or expenses which they paid for accommodation. In case of "Storno plus" (Cancellation plus) product, the subject of insurance includes expenses for unused services arising from the concluded contract on participation at an event (percentual compensation for unused trip and services) or additional expenses for a return trip.

2. The abovementioned expenses are:

- a) costs of flight ticket, ticket, or some other means of transport;
- b) costs of stay in a hotel, recreation facility or some other similar facility.

3. In case of interruption of a trip the Insurer shall provide additional expenses for a return trip (ticket, flight ticket), in case it was not possible to use the original return ticket and if the cost of transportation by the given means of transport in both directions was determined in the contract on participation at an event.

4. This early return must always be consulted with Insurer's Assistance while a serious reason for this return which has to meet the conditions for inception of insured event pursuant to article 2 of these SIC TI TC/TI must be reported and also proved upon arrival back to the Czech Republic.

Article 2

Insured event

1. Insured event in the case of cancellation of a trip ("Storno") shall be understood as:

- a) serious acute illness or serious accident (when hospitalization or confinement to bed or quarantine is needed) of the Insured person or when one of the Insured persons stated in the common insurance contract is unable to take part in the trip owing to such illness or accident; this shall apply to the maximum of 5 people; this shall not apply to group insurance contracts; however, health complications due to pregnancy which was discovered or discoverable prior to arrangement of the insurance and chronic illnesses of some of the insured persons existing prior to arrangement of the insurance shall not be considered an insured event;
- b) death of a husband or let us say a wife, children or parents of one of the Insured persons stated in the common insurance agreement, not more than 3 weeks before the trip (max. 5 persons, shall not apply to group insurance contracts);
- c) burglary or breaking into the place of residence or into the company owned by one of the Insured persons stated in the common insurance contract (max. 5 persons, shall not apply to group insurance contracts), not more than 7 days before the trip;
- d) natural disaster in the place of residence of one of the Insured persons stated in the common insurance contract (max. 5 persons, shall not apply to group insurance contracts), if the Insured person cannot go on the planned trip owing to this.

2. Insured event in the case of termination of a trip ("Storno plus" product) shall be understood as:

- a) serious illness, accident or injury of one of the Insured persons stated in the common insurance contract (max. 5 persons, shall not apply to group insurance contracts; however, health complications due to pregnancy or chronic illness that existed in one of the Insured persons or persons stated in para 1, letter b) of this article at the time of conclusion of insurance contract, whereas the need for medical treatment could have been foreseen before the trip, shall not be considered an insured event;
- b) death of a husband or let us say a wife, children or parents of one of the Insured persons stated in the common insurance agreement (max. 5 persons, shall not apply to group insurance contracts);
- c) burglary or breaking into the place of residence or into the company owned by one of the insured persons stated in the common insurance contract (max. 5 persons, shall not apply to group insurance contracts);
- d) natural disaster in the place of residence of one of the insured persons stated in the common insurance contract, when the presence of the Insured person is necessary (max. 5 persons, shall not apply to group insurance contracts);
- e) natural disaster, civil disorder or epidemics officially declared by international or local authorities, the Ministry of Health or the Ministry of Foreign Affairs of the Czech Republic, which could threaten the Insured person's life, health or property in the place of stay.

Article 3

Inception and expiry of insurance

1. Inception and expiry of trip cancellation insurance: the insurance shall commence on the day and hour of conclusion of insurance and it shall expire when the Insured person sets out on the given trip or cancels it.

2. Inception and expiry of trip termination insurance: the insurance shall commence on the day of departure but not sooner than on the day stated in the insurance contract as the day of inception of insurance and it shall expire on the day of termination of the given trip but not later than at midnight on the day stated in the insurance contract as the expiry of contract.

3. Trip cancellation insurance or trip termination insurance must be concluded prior to or concurrently with payment of the last part-payment or let us say complete payment for the trip.

Article 4

Insured amount

The insurance is stipulated for insured amount for one insured event per one insured person. In case of insured event the Insurer shall indemnify 80 % of the expenses actually incurred by the Insured person but the amount shall not exceed the insured amount.

Article 5

Insurance premium and determination of its amount

Insurance premium for "Storno" and "Storno plus" products shall be determined as a percentage from the price of Insured person's trip, ticket, flight ticket or accommodation and it shall be stated in the insurance contract. The amount of insurance premium shall be rounded off to whole Czech Crowns.

Articles 6

Insured person's obligations

The Insured person shall be obliged to:

1. Report an event to which trip cancellation insurance ("Storno") applies to the organization organizing the given trip within two working days, or contact Insurer's Assistance in case of loss occurrence which is covered by trip termination insurance ("Storno plus").
2. Produce a copy of the sick leave certificate incl. diagnosis code (event. medical report stating the diagnosis and prognosis), or a death certificate.
3. Produce police report or a certificate from local authorities if the trip had to be cancelled owing to other than health reasons (financial damage or fateful events).
4. Produce documents on payment of insurance premium and the trip.
5. Produce document from the corresponding organization (travel agency, transport company, accommodation facility) regarding the amount of the requested cancellation fees, including the exact date of cancellation of the given service.
6. Present documents on the amount of unused paid services in case of early return if they are insured with "Storno plus" product.

Article 7

Sanction for breach of Insured person's obligations

Should the Insured person breach any of the obligations stated in Article 6 of these SIC TI TC/TI, the Insurer shall have the right to reduce indemnification by up to 50% depending on the seriousness of the breach or to refuse to indemnify at all.

VII. Special insurance conditions of damage liability insurance (SIC TI DLI)

Article 1

Subject of contract

The insurance shall cover Insured person's liability for damage to health or property, or eventually other financial damage arising from this which is caused by:

- a) activity in normal civilian life;
- b) performance of tourism activity;
- c) performance of sports activity (the insurance shall not apply to insured event incurred in connection with activities stated in SIC TI MER, Article 6 A) para. 2 a) to c), unless additional sports insurance – "Sportovec" has been arranged.

Article 2

Insured event

Incurred damage caused by Insured person's activities stated in Article 1 of these SIC TI DLI for which the Insured person is responsible pursuant to the corresponding legal regulations of the country on whose territory the damage occurred.

Article 3

Inception and expiry of insurance

1. The insurance for a trip to a foreign country shall commence on the day stated in the insurance contract as the inception of insurance but not sooner than at the time of crossing the border on the way from the Czech Republic, or eventually from the country where the insurance has been arranged and it shall expire at the instance of crossing the border on the way back to the Czech Republic or eventually to the country where the insurance has been arranged, but not later than at midnight on the day stipulated in the contract as the expiry of insurance.
2. In case of a trip to a target destination in the Czech Republic, the insurance shall commence on the day stated in the insurance contract as the inception of insurance and it shall expire at midnight on the day stipulated in the contract as the expiry of insurance at the very latest.

Article 4

Exclusions from insurance

1. The Insurer shall not be obliged to provide indemnification if the loss occurs in connection with damage:
 - a) assumed or acknowledged by the Insured person beyond the scope stipulated by legal regulations;

- b) which the insured person causes by possession or use of airplanes, vessels and motor vehicles or trailers or snowmobiles and water scooters;
- c) for which the Insured person is responsible due to their professional or active competitive participation at horse races, races and sports events of all kinds, performance of duties in the military and as a pilot or as a police force member, as well as preparation for these;
- d) caused in connection with execution of occupational duties for Insured person's employer or other natural or legal entities;
- e) caused to items belonging to the Insured person or which are borrowed or commended or are taken by the Insured person in order to fulfil a contractual obligation;
- f) caused during exercise of hunting rights, caused to vegetation and agricultural cultures by domestic animals or caused to other people by importation or spreading of contagious disease to people animals or plants;
- g) caused by pollution of all kinds of water, air, soil or surface (e.g. due to fire);
- h) caused in connection with activity where legal regulations entail an obligation to arrange damage liability insurance.

2. The Insurer shall not reimburse damage caused:

- a) to the Insured person;
- b) to Insured person's close relatives (husband, wife, brothers or sisters, persons in direct relation, persons living in common household with the Insured person).

3. The Insurer shall not indemnify:

- a) for fines, penalties or other payments imposed on the Insured person which have repressive, exemplary or preventive;
- b) for damage incurred or in connection with unauthorized interference in the right to protection of personality;
- c) for immaterial loss (psychic or moral harm).

Article 5 Indemnification

The Insured person shall have the right to have the Insurer reimburse damage for which the Insured person is responsible by providing indemnification to the aggrieved person if such damage occurred in the duration of insurance. The scope of indemnification in which the Insurer shall be obliged to reimburse damage on behalf of the Insured person shall be limited by the scope of damage for which the Insured person is responsible pursuant to corresponding regulations, and which they prove to the Insurer, but the maximum amount shall not exceed the insured amount stipulated in the insurance contract.

Article 6 Insured person's obligations

1. The Insured person shall be obliged to report to the police any loss occurrence which was incurred under circumstances which give rise to a suspicion that a criminal offence or crime had been committed, and produce a police report translated into Czech.

2. When reporting a loss occurrence, the Insured person shall be obliged to produce Damage report together with a signed aggrieved person's statement on the occurrence of loss (in German, English, French, Italian, Spanish or Russian) with the address and contact on the aggrieved person, document on the amount of incurred damage (certificate on purchase or repair of the damaged item, photographic documentation of the damaged item, document on the amount of expenses, e.g. for medical treatment, statutory declaration of witnesses (incl. contact on the witnesses). The Insured person shall also be obliged to produce other possible documents necessary for investigation of the loss occurrence upon request.

3. The Insured person shall be obliged to inform the Insurer in case that the aggrieved person enforced their right to compensation for damage at a court or at another corresponding authority, if they find out about this fact.

4. The Insured person shall have the right to provide compensation for damage requested by the aggrieved person with Insurer's preliminary consent only. This shall not apply to simple confession of the act.

5. The Insured person shall be obliged to report to the Insurer any event which could be a reason for inception of right to indemnification without any unnecessary delay.

6. Should legal, administrative criminal proceedings be initiated against the Insured person in connection with loss occurrence, the Insured person shall be obliged to:

- a) proceed according to Insurer's instructions;
- b) delegate full powers to conduct the proceedings to the Insurer;
- c) hand all documents associated with the proceedings over to the Insurer immediately upon their receipt;
- d) discuss any use of legal services with the Insurer in advance;
- e) inform the Insurer on progress and result of the proceedings.

7. If the Insurer compensates damage on behalf of the Insured person, the Insured person's claim for compensation of damage towards other persons or any other similar right which was incurred by them in connection with their liability for damage shall pass to the Insurer. In such case, the Insured person shall be obliged to fully ensure transfer of this right and immediately hand over all necessary documentation to the Insurer.

8. Should a wilful breach of obligations stipulated in the insurance contract or by legal regulations influence inception of an insured event or worsening of its consequences, the Insurer shall have the right to claim reimbursement of compensation paid to the aggrieved person from the Insured person – either partial or complete, depending on how much the breach influences the scope of indemnification.

9. The Insured person shall be obliged to produce immediately (or in an agreed time limit) all necessary information and documents on inception of loss occurrence (e.g. police report, names and addresses of the aggrieved persons and eventual witnesses and their written statements) which the Insurer requests.

Article 7

Insurer's rights

1. The Insurer shall decide about justness of indemnification and its amount in conformity with GIC TI 2007/02, these SIC TI DLI and on the basis of documents produced by the Insured person. In case the damage incurred cannot be determined from the produced documents, the Insurer shall have the right to determine the final amount of indemnification.

2. In case the Insured person fails to produce police report proving the scope of damage or other relevant documents, the Insurer shall have the right to reduce indemnification or eventually refuse to provide it.

3. If Insured person's obligation to compensate for damage is decided by an authorized authority, the Insurer shall be obliged to pay in conformity with this decision after it has become effective.

4. The Insurer reserves the right to verify produced documents, additionally request supplementary documents (e.g. photographs of the damaged item, statutory declaration of a witness, etc.), as well as the right to demand expert opinions from specialists. The Insurer shall also have the right to consult complicated insured events or send them for assessment or payment to Insurer's foreign partner

5. Compensation of damage shall be provided by the Insurer in the form of indemnification to the aggrieved person. In case the compensation for damage has been paid to the aggrieved person directly by the Insured person, the indemnification shall be paid to the Insured person on the basis of aggrieved person's declaration on word of honour and corresponding documents. This document must include the amount of received sum and officially verified signature of the aggrieved person confirming takeover of such sum, attached documents stated in Article 6 para. 2 of these SIC TI DLI and the aggrieved person's consent with transfer of indemnification to the Insured person. In case of payment of indemnification to the aggrieved person, the indemnification shall be paid in the given currency. In case of indemnification to the Insured person, the indemnification shall be paid in CZK and it shall be converted from the amount which is stated in the document proving payment of the amount in question by the Insured person. (bill, invoice).

VIII. Special insurance conditions of substandard assistance and legal services insurance (SIC TI SALS)

Article 1

Subject of Insurance

If the Insured person arranges substandard assistance and legal services insurance, the Insurer shall:

a) arrange obtaining of substitute travel documents or ticket or flight ticket in case of their loss or theft and reimburse expenses associated with that (trip to the nearest

diplomatic office, stamps, fees); take measures to block Insured person's account on the basis of written authorization in case the Insured person loses their credit card;

b) provide interest free loan to the Insured person to buy substitute things necessary for the given trip in case of loss or theft of their personal belongings or luggage;

c) provide interest free loan to the insured person to pay bail and provide legal aid for the Insured person associated herewith in order to help the Insured person avoid detention or be released from detention. The loan shall not exceed the insured amount stated in the insurance contract.

Article 2

Insured event

Insured event shall be understood as occurrence of such events stated in Article 1 of these SIC TI SALS which require active help of the Assistance's employees.

Article 3

Inception and expiry of insurance

The insurance shall commence on the day stated in the insurance contract as the inception of insurance but not sooner than at the time of crossing the border on the way from the Czech Republic and it shall expire at the instance of crossing the border on the way back to the Czech Republic but not later than at midnight on the day stipulated in the contract as the expiry of insurance.

Article 4

Exclusion from insurance

The insurance shall not cover loss occurrences which occurs in connection with occupation, performance of professional activity or other gainful activity. Nor shall it cover cases associated with Insured person's driving, or cases when the Insured person is accused of wilful criminal activity including accusation of manipulation with narcotic and psychotropic substances.

Article 5

Insured amount

1. In case of insured event stated in Article 1 para. a) of these SIC TI SALS the Insurer shall indemnify actual expenses incurred during the insured event, but the amount shall not exceed the stipulated insured amount stated in the insurance contract

2. In case of insured event stated in Article 1 para. b) of these SIC TI SALS an interest free loan in accordance with Insured person's needs shall be provided to the Insured person, but the amount shall not exceed the stipulated insured amount stated in the insurance contract.

3. In case of insured event stated in Article 1 para. c) of these SIC TI SALS the Insurer shall provide interest free loan to the Insured person via the Assistance and they shall also ensure legal aid to attain the purpose of insurance, i.e. avoidance of detention or release from detention, but the amount shall not exceed the stipulated insured amount stated in the insurance contract.

Article 6

Insured person's obligations

1. The Insured person shall be obliged to produce documents concerning the loss occurrence which the Insurer demands without (certificate of payment of fees for issue of substitute travel documents, ticket, etc.) any unnecessary delay.
2. Provision of interest free loan pursuant to Article 1 para. b) and c) shall be subject to conclusion of contract on interest free loan and legal aid with the Assistance which provides such loan.
3. If an interest free loan is provided to the Insured person via the Assistance pursuant to Article 1 para. b), the Insured person shall be obliged to repay such loan to the Insurer within 30 days since their return to the Czech Republic unless previously stipulated otherwise in writing.
4. The Insured person shall be obliged to repay interest free loan provided in accordance with Article 1 para. c) if a reason due to which the bail is not given back arises and they shall do so within 30 calendar days since the day on which such reason arose.
5. In case the Insured person fails to repay interest free loan in the abovementioned time limits, the Insurer shall have the right to demand payment of punitive interest in addition to the payment of loan.
6. In case the Insurer provides legal aid, the Insured person shall be obliged to proceed in conformity with instructions from the Insurer, the Assistance or eventually the person appointed by the Insurer to provide legal aid.

Article 7

Provision of interest free loan

In case the Insured person is imprisoned or arrested due to a criminal act for which they are responsible, they are likely to be put in prison and they need to pay bail required by legal regulations of the given country in order to be released from detention or to avoid detention, Insurer's Assistance shall provide legal aid and interest free loan up to the amount stated in the insurance contract, pursuant to Article 1 para. c) of these SIC TI SA. Should the amount of bail exceed this amount, the Assistance shall provide interest free loan only on condition that the Insured person or other person pays the remaining part of bail to reach the aim of release from detention or avoidance of detention.