

# **EVROPSKÁ**Cestovní Pojišťovna

## **Business Travel Insurance**

Unofficial Translation - Czech Original Valid Only

## GENERAL ISURANCE CONDITIONS (PP-BTI-0809)

#### 1. INTRODUCTION

- 1.1. "We" (in all and any form) or "the Insurer" means Evropská Cestovní Pojišťovna, a.s., with its registered office at Křižíkova 237/36a, 186 00 Prague 8, IČ 49240196, listed in the Register of Companies of the Municipal Court in Prague, Volume B, File 1969. Supervision over the insurance sector is conducted by the Czech National Bank, based at Na Příkopě 28, 115 03 Prague 1, Czech Republic.
- 1.2. You" (in all and any form), "the Insured", or "Entitled Person" means the person entitled to claim an Indemnity in case of an insurance event.

## 2. INSURANCE CONTRACT, INSURANCE EVENT

- 2.1. Travel insurance is subject to Act No. 37/2004 Coll., on insurance policies, as amended (henceforth only "the Act"), and other generally binding legal provisions of the Czech Republic; general, special, and supplementary Policy Conditions, and the provisions of the Insurance Contract.
- 2.2. The Insurance Contract is concluded upon the premium payment, unless otherwise stipulated in the Insurance Contract.
- 2.3. We will issue an Insurance Policy to the Policy Holder, specifying in it the Policy Holder, the insured persons, the Policy number, period of cover and scope of cover (name of product), premium, and the date of expiry of the Insurance Contract.
- 2.4. The Insurance Contract is governed by the laws of the Czech Republic.
- 2.5. Any and all disputes arising from the travel insurance shall be resolved by the relevant court in the Czech Republic in accordance with the Czech legislation. Grievances may be filed with our head-quarter or the Czech National Bank.
- 2.6. An insurance event is a random travel-related event specified in the Special Policy Conditions, which occurred during the period of cover and constitutes our liability to indemnify.

#### 3. PREMIUM

- 3.1. The premium depends on the geographical area of coverage, on the age of the Insured and on the nature of the journey. Its amount and due date shall be stipulated in the Insurance Contract.
- 3.2. The premium shall be paid in full for the entire period of cover (lump sum premium).

## 4. AREA OF COVERAGE, INSURED PERSONS

- 4.1. The insurance covers the insurance events that occur within a geographical area for which the insurance was taken out (Europe, World-wide).
- 4.2. The Insurance may be taken out for journeys from the Czech Republic abroad.
- 4.3. Medical expenses shall not be insured in a country where you are entitled to a public health care in accordance with the local legislation.
- 4.4. The Insurance shall cover employees of an employer while travelling on business trips. The insurance may cover Czech or foreign nationals.

#### 5. PERIOD OF COVER

- 5.1. The insurance may only be taken out prior to commencing the journey to be covered.
- 5.2. The Insurance Contract may be arranged for 1 year and it commences and expires the day specified in the Policy (insurance year). The Insurance Policy shall be automatically extended for another year, unless one of the contractual parties, at least 6 weeks before the expiry date stipulated in the contract, notifies the other party of its interest to terminate it. If the Policy Holder fails to pay the appropriate premium up to 1 week before the expiry date specified in the Policy, the insurance shall expire on the expiry date, unless agreed otherwise.
- 5.3. The insurance commences only the day fallowing the insurance contract signature date. The Policy Holder may also take insurance for him/herself

- on the day of departure by presenting his/her identity card at our registered office. In this case, the Policy shall also state the hour when the Insurance Contract began.
- 5.4. While the number of short-term journeys during the period of cover is not limited, any single journey must not exceed 90 days, unless the insurance contract provides otherwise.
- 5.5. The insurance provides cover from the time of crossing the border of the Czech Republic, but not before the date stipulated in the insurance contract as the beginning of the period of cover. It expires upon crossing the border of the Czech Republic on the way back or on the expiry date stipulated in the insurance contract, whichever occurs first.
- 5.6. We will automatically extend the period of cover by up to 3 months, if according to an attending physician's statement your return to the home country is postponed due to your illness or injury covered by this policy.
- 5.7. In addition to stipulations in the Act and these Policy Conditions, the Insurance Policy expires:
- 5.7.1. upon expiration of the period of cover
- 5.7.2. by mutual agreement of the parties
- 5.7.3. the day following the expiry of the grace period granted by the Insurer in its reminder to pay up overdue premium or a part thereof; the reminder must contain a warning concerning the possibility of policy cancellation, unless the overdue premium is paid up
- 5.7.4. by cancellation of the Insurer or the Policy Holder:5.7.4.1.delivered up to 2 months following the conclusion of the Insurance Contract; the cancellation period is 8 days, whereupon the Policy becomes void;
- 5.7.4.2.delivered up to 3 months following delivery of a report about an insurance event (claim); the cancellation period is 1 month, whereupon the Policy becomes void;
- 5.7.5. by withdrawal from the Insurance Contract in accordance with the Act.

#### 6. SCOPE OF COVER

- 6.1. We shall indemnify to the extent agreed in the Insurance Contract and stipulated in the Policy.
- 6.2. The limits of cover specified in the Table of Benefits represent our maximum compensation liability for all and any insurance event occurring during one trip abroad within the period of cover. The Table of Benefits also stipulates partial limits of indemnification and deductibles.
- 6.3. We are not liable, if the consequences of an event occurred prior to the period of cover become apartment during the period of cover.
- 6.4. If you take out more than one of our Policies covering the same risks, we shall pay benefits under one of the Policies only.
- 6.5. For claims involving transportation expenses, our compensation shall be limited to the value of an economy-class airline ticket or another corresponding level of transportation, unless another type of transportation, previously pre-approved by the Assistance Service, is necessary for medical reasons.
- 6.6. The compensation is payable within 15 days upon closing the investigation necessary to determine the scope of our liability to cover. Investigation shall be completed by disclosure of the results to you.
- 6.7. We shall be entitled to all settlements payable to you under your health insurance in accordance with health insurance regulations.
- 6.8. We will cover salvage costs, by course of law, up to 1 000 CZK. The limit of cover for salvage costs incurred to save human lives or health is 30% of the total indemnity contracted for transfer, transportation and repatriation.

#### 7. OBLIGATIONS OF THE INSURED

- 7.1. In addition to other obligations stipulated by the Policy Conditions and legal regulations, you must, in particular:
- 7.1.1. take all reasonable care to prevent any loss event or to prevent it to develop

- 7.1.2. notify us in writing, without undue delay, that a loss event has occurred, give us a true explanation thereof, and provide evidence of its occurrence and the scope thereof
- 7.1.3. simultaneously with loss event notification, send us a duly completed claim form with original documentation specified in the heading of the form, as well as any other documentation that we may request
- 7.1.4. notify us whether another insurer also covers the same risk, provide full details of the other insurance policy
- 7.1.5. ensure our rights against third parties who may be liable to provide indemnity for a loss incurred by the insurance event
- 7.1.6. grant us your consent, in case of a loss event concerning your health condition or death, to verify your health condition or the cause of death through reports and medical documentation requested from a medical facility or attending physician, or to allow your examination by a physician appointed by us
- 7.1.7. report to the police, within 24 hours following the loss event, provided the event requires the issue of a police report.
- 7.2. If you breach the obligations stipulated in the Policy Conditions or legal regulations, we are entitled to reduce our indemnification according to the effect that your breach of obligations had on the occurrence of the insurance event, on its progress, or aggravation of the scope of its consequences, and on determining our compensation liability.
- 7.3. We are entitled to deny your claim in full, if you deliberately provide us with false or grossly distorted details on the scope of the insurance event, or suppress any substantial information when filing your claim.
- 7.4. Upon a claim notification, we are obliged, without undue delay, to initiate investigation of the scope of its liability. The investigation must be completed within 3 months following claim notification. If unable to complete investigation within the above period, we shall be obliged to tell you the reasons for the delay, and provide you with a reasonable advance payment. The above period may be extended by mutual agreement. The period will be halted, if investigation is impossible or impeded due to your fault or a fault of the Policy Holder.

#### 8. DELIVERIES

- 8.1. Documentation sent by us to you, the Policy Holder, and any other person entitled or obligated under the Policy (henceforth only "addressee"), is to be delivered using licensed postal services (henceforth only "the Post"), as regular or registered mail, to the mailing address specified in the Insurance Policy or the mailing address disclosed in a notification to us by the addressee. Our employee or another person authorised by us may also deliver documentation; in such cases, the documentation shall be considered delivered the day of delivery.
- 8.2. Documentation sent to the addressee via registered mail will be considered delivered the tenth day after postage date, unless delivered in accordance with the following paragraphs. Documentation sent to the addressee via certified mail will be considered delivered the day of signature on the receipt slip, unless delivered in accordance with the following paragraphs. Mail delivered to a person other than the addressee will be considered delivered, if delivered in accordance with legal regulations on postal services.
- 8.3. If the addressee refuses to accept a delivery of documentation, it will be considered to have been delivered the day of the addressee's rejection.
- 8.4. If the addressee could not be reached and documentation sent via registered or certified mail was deposited at the Post Office and the addressee failed to pick it up within the time limit given, the documentation will be considered to have been made the last day of the time limit, even if the addressee did not learn of its deposition or was not staying at the given address.

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8.5. If the documentation is returned as undeliverable, for reasons other than above mentioned, it will be considered to have been delivered the day it returns back to us.

#### 9. EXCLUSIONS FROM INSURANCE

- 9.1. We are not obliged to indemnify claims, which are subject to the exclusions specified in Special Policy Conditions, or in case the loss event occurs in connection with or as a consequence of:
- 9.1.1. intentional actions of the Policy Holder, the Insured, or another party on the orders of anyone of them
- 9.1.2. your gross negligence, except of cases covered under liability or legal expenses insurance
- 9.1.3. your acting under the influence of alcohol, narcotics, or mind altering substances
- 9.1.4. mental or nervous disorder of the Insured or contraction of AIDS
- 9.1.5. release of nuclear energy or radiation from radioactive fuel or waste, effects of nuclear, chemical or biological weapons
- 9.1.6. war, civil unrest, military action, declared or undeclared, civil war, invasion, uprising, revolution, rebellion, military coup, or violent takeover of power
- 9.1.7. act of terrorism or any other act of violence with your participation
- 9.1.8. journeys to regions that the central state authorities (e.g., the Ministry of Foreign Affairs) or we have put on the list of hazardous areas as a war zone or risky area, unless otherwise stipulated in the Insurance Contract (www.mzv.cz, www.evropska.cz)
- 9.1.9. participation in excursions to areas with extreme climatic or natural conditions and in expeditions (e.g., polar expeditions, expeditions to deserts, cave explorations, etc.)
- 9.1.10.organisation of any extraordinary activities aimed at saving life or searching for the Insured in remote locations or in an environment of extreme socio-political, climatic or natural conditions (e.g., in regions of insurgence, mountains, deep forest areas, on the open sea, in scarcely populated locations)
- $9.1.11. \mbox{participation}$  in or training for motor racing
- 9.1.12.flying in an aircraft, except of air travel in a fully licensed passenger aircraft as a passenger, unless otherwise stipulated in the Insurance Contract
- 9.1.13.taking part in hazardous sports, unless you take an insurance covering such sporting activities
- 9.1.14.extreme of professional sporting activities of any kind and participation in and training for any sport competitions, unless agreed upon otherwise.
- 9.2. We are not obliged to pay compensation in cases involving:
- 9.2.1. consequential damages
- 9.2.2. failure to request a police report necessary for claiming indemnification, within 24 hours after a loss event.

#### 10. DEFINITION OF TERMS

- 10.1. For the purposes of the Insurance, the following terms mean:
- 10.1.1. ambulatory treatment is outpatient treatment by a physician, outside or inside a hospital, without admission
- 10.1.2. **valuables** are antique items, jewels, furs, gems, and items containing gold and platinum
- 10.1.3. Europe means all European countries, including the Baltic countries, other countries of the former USSR excepting, and including all countries in the Mediterranean area
- 10.1.4. **expedition** is an organised trip aiming to achieve special athletic or scientific accomplishments
- 10.1.5. collective insurance event an insurance event arising from the same cause that affects more than 3 employees of the same employer
- 10.1.6. chronic disease is a condition that develops slowly and lasts a long time (contrary to an acute condition), which existed when the Insurance Policy was contracted, whereby the health condition was not stabilised and need for medical treatment could have been anticipated before taking a journey abroad, i.e. the illness within proceeding 6 months required hospitalisation, or was on progress, or caused significant changes in the use of medicines; the term chronic need not mean that the disorder is incurable

- 10.1.7. **single item** means also a set containing several individual items of photographic equipment, video equipment, samples of merchandise, etc.
- 10.1.8. Compensation Scale refers to a separate list of physical disablement together with percentage rates of compensation, which is available on request from us
- 10.1.9. manual work means any kind of remunerated activity or work, except of work of administrative or managerial nature
- 10.1.10.personal effects are effects usually taken along on a journey and corresponding to the nature of the journey. These are for example, clothing, footwear, personal hygiene items, handbags, books, watches, eyeglasses, telescopes, camera, video camera, tent, etc., which belong to you or members of your family, and furthermore items that you can prove to have acquired during the journey; in case of MultiTrip Corporate product these also include business effects belonging to the employer, i.e., items which you take along for the trip abroad and use for business activities that constitute the purpose of your trip, such as PC, samples of merchandise, books, cell phone (mobile), etc.
- 10.1.11.**Policy Holder** is the person who concluded the Insurance Contract with us
- 10.1.12. agreed sum insurance is insurance that entitles you to an agreed amount in case of the insurance event; the amount does not depend on the extent of the loss
- 10.1.13.loss insurance is insurance that entitles you to indemnification of losses incurred due to the insurance event
- 10.1.14.**the Insured** is a person whose assets, life, health, liability, or other are covered under the Insurance
- 10.1.15. continuing treatment is any kind of medical care provided after the treatment of an acute illness or injury (an Assistance Service physician after consulting an attending physician decides as to whether a treatment is to be considered continuing or not)
- 10.1.16.hazardous sports hiking in the mountains and mountain climbing in heights up to 5,000 meters altitude, racing on mountain bicycles and downhill biking on demanding terrain, horseback riding, horseracing excepting, rafting and white-water sports, canoeing, surfing, windsurfing, yachting, scuba diving down to 40 meters using diving equipment, parasailing, paragliding, bungee jumping, motor sports in snow or water, skiing or snowboarding off-piste or outside of places designated for these sports and other sports of comparable risk level; sports of higher risk level than the above mentioned are regarded as extreme sports. We shall make decisions on the risk level of individual sports for insurance purposes.
- 10.1.17.**family member** (next of kin) is the spouse, cohabitee (i.e., the person with whom you share a household and who is registered at the same address),your parents and children
- 10.1.18.loss event is an occurrence resulting in a loss that may constitute entitlement to a compensation
- 10.1.19.act of terrorism is an act committed by a person or a group of persons, especially if force or violence is involved, or threatening to commit such an act, as an individual or as part of an organisation or state authority, or on their behalf, for political, religious, ideological, or ethnic reasons, or in order to achieve such objectives, including intent to force any state authority to something or cause fear amongst the public or certain part of the public
- 10.1.20.accident is a result of unexpected and sudden effects of external forces or one's own physical strength, independently of the will of the Insured, occurred during the insurance period, causing an injury or death to the Insured
- 10.1.21.country of residence means the Czech Republic territory
- 10.1.22.**employee** person in labour or labour-like relation to employer and members of statutory, supervisory and other similar bodies of the employer or an individual entrepreneur, unless otherwise stipulated in the Insurance Contract.

- 10.1.23.employer corporate body or individual entrepreneur whose employees are covered by the Insurance
- 10.1.24.**tour** is a trip organised by a tour-operator sold as a combination of services at a certain price

#### SPECIAL POLICY CONDITIONS

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#### A MEDICAL AND OTHER EXPENSES

#### A 1 MEDICAL EXPENSES (Loss Ins.)

- The Insurance shall only cover treatment that is necessary for medical reasons, i.e., medical care necessary for stabilising your health condition so that you may resume your journey or be transported to your country of residence as a patient.
- The Insurance covers only medical care provided by licensed medical personnel, other than yourself or your relative(s).
- If you become acutely ill or sustain an injury during your journey abroad, we will pay you or for you the corresponding reasonable and/or customary costs of:
- medical treatment or operation, in particular, physician's fees, drug prescriptions, induced liquids and other drugs, bandage material, and use of medical equipment
- 3.2. physiotherapeutic or chiropractic treatment prescribed by the attending physician
- 3.3. treatment or surgery related to pregnancy and child delivery, up to 2 months before the expected date of child delivery
- treatment or surgery of a prematurely born child, up to 2 months before the expected date of child delivery
- 3.5. plastic surgery or treatment of its consequences or complications, provided that the injury requires hospital care within 24 hours following the injury
- 3.6. outpatient dental treatment necessary for relieving acute pain
- 3.7. admission to a hospital or clinic, including meals and accommodation (min. double room)
- 3.8. admission to an ICU, if necessary for medical reasons
- 3.9. extended accommodation in a hotel and meals, subject to the Assistance Services' approval, if the attending physician decides that you have to stay in bed due to an illness or injury.

#### Special Exclusions

- 4. We do not cover:
- 4.1. treatment, hospitalisation, or hotel accommodation after your repatriation
- 4.2. further treatment, hospitalisation, or hotel accommodation, if you refuse to be transferred at the recommendation of the Assistance Service's physician, with the attending physician's approval as being medically acceptable, appropriate, or necessary
- 4.3. treatment, hospitalisation, or accommodation, if treatment may be postponed until your repatriation, according to the Assistant Service's physician, with the attending physician's approval as being acceptable, appropriate, or necessary
- 4.4. treatment or surgery related to an injury or illness that occurred prior to your departure abroad
- 4.5. treatment or surgery related to a chronic disease
- 4.6. continuing treatment of an existing illness or injury
- 4.7. induced abortion
- 4.8. medical treatment that constitutes the purpose of the journey or any planned treatment abroad
- 4.9. preventive or follow-up examination and issue of a medical report
- 4.10. manufacturing of prostheses, including medical expenses arising from their inducement or replacement
- 4.11. stay at a convalescence or rehabilitation facility.

#### In Case of Claim

- If hospitalised, you must notify the Assistance Service immediately upon your admission to the hospital. If you fail to do so, your indemnity may be rejected or reduced.
- 6. If you are unable to pay for an outpatient treatment in cash, contact the Assistance Service, which will issue a payment guarantee and pay the bill. We will reimburse you for your cash payments upon your return to your country of residence.

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We are entitled to refusing your claim, if you pay any bills sent directly to your address without submitting them immediately to us.

#### A 2 **HOSPITALISATION** (Agreed Sum Ins.)

We will indemnify you for each day of hospitalisation (overnight) abroad, starting with the day of your admission, in accordance with these Policy Conditions, provided that your hospitalisation exceeds 24 hours.

## A 3 PSYCHOLOGICAL COUNSELLING

(Loss Ins.)

1. We will pay corresponding reasonable and/or customary costs of consultation with a psychologist or psychiatrist in the country of your stay abroad should you need psychological counselling prescribed or recommended by an attending physician in conjunction with, and as approved by, the authorised physician of Assistance Service, due to a serious illness, injury, serious assault committed on you or other traumatizing circumstances that occurred during your journey.

#### Special Exclusions

Special Exclusions specified in section A 1 of the 2. Policy Conditions shall be used reasonably for this section.

#### In Case of Claim

You are obliged to consult the use of psychologi-3 cal counselling with our Assistance Service first. If you fail to do so, your indemnity may be re-

#### В **ASSISTANCE SERVICE** (Loss Ins.)

#### B 1 **ACTIVE ASSISTANCE**

- 1. We will assist you in emergency situations during your journey (hospitalisation, complicated outpatient treatment, death, loss of travel documents, need for legal assistance, or contacting your family in your country of residence, etc.). Our Assistance Service is authorized to act on your behalf in connection with any loss event.
- In addition to cases specified in these Policy Conditions, you are obliged to notify the Assistance Service immediately, if you need transfer, transportation, or repatriation of remains, an escort or a replacement employee, and obtain the Assistance Service's approval. Your failure to meet this obligation may entitle us to reject your claim.
- If assistance is provided at your request in cases not covered by this Policy, the Assistance Service shall be entitled to claim a reimbursement of the costs paid for such assistance on your behalf (namely medical expenses, repatriation costs, etc.).

#### TRANSFER, TRASPORTATION AND REPATRIATION

- If you become ill or sustain an injury during a journey abroad satisfying the conditions of Section A 1 of these Policy Conditions, we shall organize and cover reasonable extraordinary expenses for:
- your transportation in an ambulance from the 1.1. place of the emergency situation
- your transportation to the nearest place for medical treatment, in accordance with the attending physician's instructions
- your transfer to another place suitable for medical 1.3. treatment approved by the attending physician as medically suitable, purposeful, and necessary
- transfer to a hospital in your country of residence 1.4. approved by the attending physician as medically acceptable, appropriate, and necessary
- authorized medical escort, his/her accommodation, meals, transportation, and fee, it you are transferred by in accordance with the attending physician's decision
- 1.6. transportation after termination of your treatment so that you may complete your journey as sched-
- 1.7. transportation after termination of your treatment, if the schedule of your journey was disrupted and you cannot resume your journey as planned
- 1.8. accommodation and meals in a hotel, upon approval by the Assistance Service, if your transportation cannot be organized immediately after termination of your treatment.

#### **Special Exclusions**

- We do not cover expenses of:
- 2.1. transfer, transportation, or repatriation by an air ambulance, in a non-emergency situation
- 2.2. transfer due to your fear of an infection
- 2.3. transportation or repatriation to the country of your permanent residence, other than your country of residence.

#### **REPATRIATION OF REMAINS**

- In the event that the Insured dies during a journey abroad, as a consequence of an illness or injury, we shall organize and bear the costs of:
- cremation or burial in a grave abroad
- repatriation of remains to a funeral home or hospital in your country of residence, i. e., the costs of a temporary coffin, embalming, and transport of the remains in accordance with the relevant legal regulations.

### PROVISION OF SCREENED BLOOD

In case of any emergency medical need we will send you screened blood, resuscitating fluids or sterile medical equipment to the place of medical treatment by the fastest means reasonably avail-

#### Special Exclusions

Special Exclusions specified in Section A 1 of these Policy Conditions shall be used for this Section reasonably.

#### In Case of Claim

3. The provision of screened blood must be consulted with the Assistance Service first. If you fail to do so, your indemnity may be rejected.

#### **SPECIAL ACCESSES**

#### C 1 **RISK PLUS**

By taking out the insurance with us you gain an opportunity to also take out special insurance, RiskPlus, for regions we indicated as hazardous

### **VIP** (Voyager Information Portal)

By taking out the Insurance with us you also gain an unlimited access to our special Voyager Information Portal, VIP.

#### Special Exclusions

You are not authorised to pass information gained on VIP to a third party.

- If the attending physician decides that you must 1. stay in bed or be hospitalised during your journey abroad, due to a serious illness or injury, we shall cover reasonable extraordinary expenses for your transportation, accommodation, meals, and travel insurance of:
- a person of your choice to stay with you during your treatment or accompany you as your escort
- your children that travel with you, provided that 1.2 they also are insured with us
- a person who, in the event that the Insured dies due to an illness or injury, stays with the remains and accompanies them to the country of residence.
- If you are hospitalised during your journey abroad due to a serious illness or injury and the attending physician confirms that your hospitalisation will take at least 5 days following admission, and you are not accompanied by any person above 18 years of age who could be your escort we will cover reasonable costs for the transportation, accommodation, meals, and travel insurance of:
- a person of your choice to stay with you during your treatment or accompany you during your transportation or repatriation to your country of residence
- a person who in the event that the Insured dies due to an illness or injury, comes from your country of residence and accompanies the remains to your country of residence
- Expenses for accommodation and meals shall be paid as part of the compensation up to half of the total indemnity.

#### Special Exclusions

- We do not cover:
- return journey of the escort, if it takes place later 4.1. than 2 days after the escort's return
- 4.2. accommodation and meals of the accompanying escort, after the caretaker of your choice arrives to the place of your treatment.
- The escort may not, without the prior consent of the Assistance Service, take any action and make any decisions related to hospitalisation, transportation, repatriation, etc. If the escort does so, we are entitled to refuse covering any expenses thus incurred, or to call on the escort to settle such expenses.

#### PERSONAL ACCIDENT (Loss Ins.)

#### **E 1 PERMANENT DISABLEMENT**

- If you sustain an injury during your journey abroad, with permanent disablement, we will indemnify you as follows:
- 1.1. the injury caused at least 5% permanent disablement according to Compensation Scale
- a physician determines the final degree of perma-1.2. nent disablement no later than 3 years following the accident.
- In case of permanent disablement, we will pay, in accordance with its kind and extent, a corresponding partial limit of indemnification as specified in the Compensation Scale.
- If the permanent disablement involves bodily parts disabled before the accident, we shall reduce our indemnification by a percentage corresponding to the preceding disablement.

#### E 2 **ACCIDENTAL DEATH**

- If a bodily injury is the sole and direct cause of the death of the Insured within one year from the date of the accident that occurred during the period of cover, we will indemnify persons authorised in accordance with the provisions of Sec. 51(2) and 51(3) the Act on insurance policies, unless provided otherwise by a written statement of the Insured
- The compensation will be reduced by any previous indemnification paid for disablement due to one and the same injury.

#### Special Exclusions (E 1,E2)

- We do not cover:
- 3.1. permanent disablement, or death, as a direct consequence of any illness
- permanent disablement, or death, as a direct consequence of an injury that was sustained, exclusively and directly, as a consequence of an illness
- 3.3. permanent disablement, or death, of members of an aircraft crew while executing their work in the
- permanent disablement, or death, as a conse-3.4. quence of highjack of an aircraft or persons
- health damage, other than listed in the Compensation Scale.

#### In Case of Claim (E 1,E 2)

You must seek an immediate medical treatment, stay under medical attention, proceed in accordance with the physician's instructions, and notify the Assistance Service, without undue delay,

### AIRCRAFT ACCIDENT

If an aircraft accident is the cause of a permanent disablement or death we shall double our compen-

#### In Case of Claim

In case of a collective insurance event due to an aircraft accident we shall pay compensation to all insured persons up to six times the total indemnity agreed under the Policy for permanent disablement and accidental.

### PERSONAL EFFECTS (Loss Ins.)

#### F 1 **DAMAGE TO PERSONAL EFFECTS**

- We will indemnify you for damages incurring to 1. your personal effects, if the loss:
- is an elementary event 1.1.
- involves theft, where it can be proved that the offender evidentiary overcame barriers protecting the effects from theft, provided that the act of

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- theft occurs in an a place of overnight accommodation or locked luggage compartment in a duly secured vehicle, and that the belongings were not visible from outside
- 1.3. involves a traffic accident
- 1.4. is an act of robbery
- 1.5. occurs after the personal effects have been transferred to a forwarder for shipping, with a receipt slip, or deposited, in accordance with the forwarder's instructions, in an area designated for baggage transportation
- 1.6. after the belongings have been put into a storage place, with a receipt slip.
- 2. Single items shall be compensated for up to 50% of the total indemnity.
- 3. Our compensation for exposed films, recordings, manuscripts, and drawings, etc. shall be limited to the value of the raw materials.
- In case the personal effects were damaged, we will cover reasonable costs of repair up to the value the effects had just prior to the insurance event.
- If your personal effects were destroyed we will compensate up to the value the effects had just prior to the insurance event.
- 6. The value that personal effects had just prior to the insurance event shall be assessed by us or a person authorised by us based on new acquisition value of the same or similar item with comparable properties, at the time of the insurance event occurrence, less wear and tear or other depreciation incurred prior to the insurance event. If unable to assess the value, we or a person authorised by us shall estimate it.
- Damaged, destroyed, or retrieved personal effects, for which you have already been indemnified, shall become our property.
- Our compensation for delayed baggage shall be, in accordance with Section G of these Policy Conditions, reduced by one third if your personal effects are damaged.

#### **Special Exclusions**

- We do not cover:
- 9.1. personal effects stolen from automatic storage lockers
- 9.2. motor vehicles, watercraft, bicycles, or other means of transportation, or accessories thereto
- 9.3. items of trade, samples of goods, or collections
- 9.4. cash or valuables
- 9.5. traveller's cheques, stamps, securities, credit cards, or losses incurred in connection with misuse of the above mentioned valuables
- any damage to personal effects (scratches, dents, defacement, etc.), if the intrinsic value is not considerably reduced
- 9.7. damage directly or indirectly caused by strike, lock-out, arrest, your detention or confiscation of your personal effects by customs or other officials
- 9.8. theft from a tent, camping trailer or roof carrier of a motor vehicle, unless all walls are made of sturdy material or a security lock is in place

### In Case of Claim

- 10. You must submit a police report (make sure that it contains a list of stolen items, the approximate time of theft, the place where the stolen items were stored and, in case the effects were stolen from a vehicle, whether the vehicle was duly secured, what part of the vehicle was damaged during forced entry), credible documentation of the elementary event, or a statement from the carrier (PIR, etc.) or locker.
- If your personal effects were stolen from a vehicle, you must submit a garage document proving that the part of the vehicle damaged during forced entry, according to the police report, has indeed been repaired.
- If your personal effects are damaged while inside an accommodation facility, you must request compensation from the hotel management in writing, and have the acceptance of such written request confirmed.

#### F 2 TRAVEL DOCUMENTS

 If your passport or another travel document is damaged under circumstances satisfying the conditions of Section D 1 of these Policy Conditions,

- we will cover your extraordinary expenses arising from:
- 1.1. transport to the place where you obtain a substitute travel document
- 1.2. necessary accommodation related to the place where you obtain a substitute travel document
   1.3. fee for the issue of a substitute travel document.
- We will cover the fee for the issue of a substitute ticket (fare), express shipping of substitute traveller's cheques and credit (payment) cards, provided that the circumstances of the loss event satisfy the conditions specified in Section D 1 of

## these Policy Conditions. **Special Exclusions**

We will not be obliged to indemnify you for damages to your travel documents, tickets, cheques, or credit (payment) cards damaged when not duly protected/secured.

#### In Case of Claim

4. You are obliged to inform the Assistance Service, submit the police report, receipts from your place of accommodation, flight tickets, fare tickets or other receipts from the means of transportation used (henceforth only "documentation from the means of transportation used").

#### F 3 CASH THEFT (Loss Ins.)

- We will cover your damages arising from theft of cash or travellers cheques in connection with a robbery.
- The amount shall be deducted from the total indemnity agreed upon under supplementary Policy of business effects as part of supplementary Business trip insurance.

#### **Special Exclusions**

3. We will not be obliged to cover theft of financial means that were not duly secured.

#### **G** DELAYED BAGGAGE

 If baggage registered in your name is delayed by more than 6 hours after your arrival abroad, we shall compensate you for each additional hour of delay, upon submission of documentation proving your extraordinary expenses arising from purchasing indispensable substitute items.

### In Case of Claim

You are obliged to submit the flight ticket or another travel document, and a written document from the air carrier specifying the cause and length of the baggage delay, and sale receipts from purchases of the substitute items.

#### H PERSONAL LIABILITY (Loss Ins.)

- We will indemnify damages you cause to a third party during your journey abroad, for which you are liable under the laws of the given country.
- If a court or another authority of competence decides the indemnity proceedings, we will indemnify you only when the given authority's decision comes into legal force.

#### **Special Exclusions**

- 3. We do not cover:
- 3.1. claims arising from performance of any profession or gainful activity
- lost or damaged items lent, rented, or entrusted to you for safeguarding or use, holding in custody, transport, or processing
- 3.3. claims arising from the use of motor vehicles, watercraft, or aircraft
- 3.4. loss or damage caused by any animal belonging to you or in your care or custody
- 3.5. claims arising from hunting
- 3.6. claims arising from transmitted disease onto another person (infection, etc.)
- 3.7. claims acknowledged as being beyond the limits stipulated by the law
- 3.8. claims not involving damage to health or property (e. g. financial damage)
- 3.9. any liability towards your travel companion or next of kin.

#### In Case of Claim

 If a loss event occurs, you must notify the Assistance Service immediately, otherwise your claim may be rejected. You are obliged to disclose the

- circumstances of the event, and the names and addresses of the injured parties involved and of the witnesses, if any, and submit their written statements.
- You are not entitled to acknowledge or settle any third party claim, partially or wholly, on our beboth
- You are not authorized to signing any document without having a perfect comprehension of its contents.

#### I LEGAL EXPENSES AND BAIL (Loss Ins.)

#### I 1 LEGAL AID

- 1. We will cover:
- 1.1. the costs of your legal representation arising from indemnification proceedings, concerning a damage you caused to a third party during your journey abroad, subject to prior approval from the Assistance Service
- .2. the costs of a legal counsel or your legal representation in case of charge or detention due to a crime that was supposed to happen during your journey abroad.

#### **Special Exclusions**

- We do not cover expenses arising from:
- 2.1. cases that did not occur during the period of cover for a single journey
- 2.2. third-party liability, other than specified under Section H of these Policy Conditions
- 2.3. performance of any business activities that constitute the purpose of your trip
- We do not cover any fines, financial penalties or any similar claims or other indemnities of any kind.

#### In Case of Claim

- 4. You are obliged to discuss any use of legal counsel with us in advance, follow our instructions, and allow yourself be represented by a legal counsel that we appoint or approve.
- In case of use of legal services regarding personal liability you must follow the obligations specified in Section H of the Policy Conditions.
- The costs of legal counsel, depending on the nature of liability, will be deducted from the total indemnity applicable to personal liability.
- In case you are convicted of a crime by Court
  of the First Instance you must repay to us any
  already settled bills for legal counsel or representation within one month from the judgement.

#### I 2 BAIL

- If you have been detained by police or other official authority in connection with a damage to a third party or crime,
- 1.1. we will deposit a monetary guarantee (bail); on your behalf if you are only in danger of detention
- 1.2. we shall cover the expenses to a person of your choice, who can visit you during your detention lasting more then 48 hours, for the journey to the place of your detention and for a return journey back to the country of residence.

#### **Special Exclusions**

 We do not cover travel expenses if the summoned person arrives abroad after you have been already released.

### In Case of Claim

3. You are obliged to repay the bail to us, as soon as the relevant authorities have released it.

#### J ALTERNATIVE TRAVEL PLAN (Loss Ins.)

## J 1 TRAVEL INTERUPTION – BUSSINES REASONS

- We will cover your documented expenses for your transportation from a place abroad to your country of residence, eventually back abroad, if you are forced to interrupt your business trip abroad:
- due to a serious illness or injury requiring hospitalisation, on the part of your close co-worker in your country, provided that it occurs after your departure abroad
- 1.2. rape of your next of kin in the country of residence

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substantial and sudden circumstances that occurred on the part of your employer after your departure abroad. This includes for example damage to a property caused by an elementary event, or a crime committed by an employee, labour stoppage due to breach of a union contract with the employer, provided that it can be proved that your presence is evidently essential for prevention of loss aggravation.

#### TRAVEL INTERUPTION - PERSONAL **REASONS**

- 1. We will cover your expenses for your transportation from a place abroad to your country of residence, if you are forced to interrupt your journey
- 1.1. due to a serious illness or injury requiring hospitalisation, on the part of your next of kin in your country, or due to death of your next of kin, brother or sister, grandparents, or next of kin of your spouse, provided that it occurs after your departure abroad
- rape of your next of kin in your country of resi-1.2.
- 1.3. substantial damage to your property occurred after your departure abroad, caused by an elementary event, or crime committed by a third party, provided that it can be proved that your immediate presence is evidently essential for prevention of loss aggravation.

#### Special Exclusions (J 1, J 2)

- We do not cover:
- travel interruption resulting into your arrival to 2.1. your country of residence up to 12 hours before scheduled return from the trip
- 2.2. return journey to the country of residence and in case of travel interruption a return journey back abroad not approved by the Assistance Service
- 2.3. change of plans or intentions, inability to obtain visa, etc.
- 2.4. if the reasons for travel interruption could be anticipated before your departure abroad.

#### In Case of Claim (J 1, J 2)

- In case of loss event, you must inform the Assis-3. tance Service immediately otherwise you may be refused an indemnity.
- 4. If you undertake a return journey to the place where you stayed before the interruption within 5 days prior to the planed end of your business trip, we will cover reasonable costs of the return iournev.
- If you interrupt your travel due to illness, injury, rape 5. or death of one of your next of kin, you must submit appropriate medical documentation from a hospital or a death certificate.
- If you interrupt your trip for one of the above rea-6. sons, you are obliged to submit a police report and other documentation proving the occurrence of the loss event.
- 7. You are obliged to submit the original booking documents for your trip abroad, and fare tickets from the means of transportation used.

#### J 3 **EMPLOYEE REPLACEMENT**

- In the event that you are unable, during your journey abroad, to perform the work that was a purpose of your trip or take part in a conference, trade fair, seminar, or training session, due to a serious illness, injury, hospitalisation or death, we will cover reasonable expenses of transportation, accommodation, and travel insurance arising from sending out a replacing employee, provided that:
- you are, according to the attending physician, unable to perform the work for more than 3 consecutive working days
- you are, according to the attending physician, unable to take part in a conference, trade fair, seminar, or training session for more than a half of its total duration.

#### Special Exclusions

- We will not be obliged to cover:
- any illness, injury or death that occurred under circumstances that are occurred under circumstances that are not covered under this policy
- should you fail to submit the attending physician's statement specifying your diagnoses and confirming your incapacity.

#### In Case of Claim

You are obliged to submit a report from the attending physician, travel documents for the transport you used and receipts for the accommodation.

#### SUBSTITUTE TRANSPORTATION

#### MISSED DEPARTURE (Loss Ins.) K 1

- We will cover your additional expenses arising from transportation to a destination from which you will be able to continue your journey according to original schedule, if you miss the departure of the means of your transportation you should have taken from your country of residence to a foreign country or vice versa, due to:
- traffic accident or train accident preventing you from arriving in time to the point of your scheduled departure
- cancellation or limitation of public transportation schedule due to an unannounced strike or an elementary event

## **DELAYED DEPARTURE** (Agreed Sum Ins.)

If the means of public transport, that you were supposed to depart with according to a schedule of your journey abroad, are delayed, we will compensate you for every commenced 6 hours of the delay longer than 6 hours.

#### K 3 ALTERNATIVE TRANSPORTATION

(Loss Ins.)

- We will reimburse your documented extraordinary expenses arising from using alternative means of transportation to a destination abroad and accommodation abroad, if:
- the public means of transportation for which you have a fare ticket is cancelled, due to the carrier's unpredictable measure that was unknown to you at the time of ticket purchasing
- the public means of transportation that you were supposed to take for your business trip is behind

### Special Exclusions (K 1, K 2, K 3)

- We do not cover a delay of an irregular flight (chartered flight) and your departure being missed or delayed due to
- 2.1. your fault or the fault of your companion
- 2.2. strike or other measures of a carrier or tour operator known prior to the scheduled date of depar-

### In Case of Claim (K 1, K 2, K 3)

- You must submit a written statement of the carrier concerning your missed departure; a police report of the traffic accident; or a written statement from the public transportation carrier documenting the reasons and the length of delay, cancellation, or cut in the given public transportation lines; the unused tickets; and travel documents from the substitute means of transport.
- In the event of delayed departure, you must submit the carrier's statement confirming the reasons and the length of the delay.

### **SAFETY RISKS**

#### L 1 **HIJACK** (Agreed Sum Ins.)

We will compensate every 24 hours of your detention in a hijacked public transport that you take during your journey abroad.

### Special Exclusions

- We do not cover:
- a ransom or similar payments to hijackers settled in connection with your release
- any payments provided to you by your employer in connection with the hijack.

#### In Case of Claim

You are obliged to submit the carrier's statement or another officially certified authentic document confirming the hijack or kidnap and its duration.

#### TRAVEL CURTAILMENT - ACT OF **TERRORISM**

If an act of terrorism occurs within 50km from your place of stay abroad or there is an official warning announcing a threat of terrorism, we shall reimburse your documented expenses incurred in transportation from your place of stay to your country of residence as well as related extraordinary expenses for your accommodation.

#### Special Exclusions

- We are not obliged to cover if:
- the return journey to the country of residence does not take place within 48 hours from the act 2.1 of terrorism or announced threat of terrorism
- the travel curtailment leads to return to your country of residence up to 24 hours before planned
- the return journey to your country of residence or accommodation were not approved by the Assistance Service first
- the loss event occurred in a region that the central state authorities (e.g., the Ministry of Foreign Affairs) or we had put on the list of hazardous areas as a war zone or risky area (www.mzv.cz, www. evropska.cz) before you commenced the journey, unless otherwise stipulated in the Insurance Contract.

#### In Case of Claim

- In case of loss event, you are obliged to: inform the Assistance Service immediately other-3.1. wise your indemnity may be rejected
- submit a credible document (e.g. police report or document from an official authority) confirming the act of terrorism or announced threat of terror-
- 3.3. submit receipts for your accommodation and fare tickets for transportation used.

#### **EVACUATION** L 3

- We will cover your documented expenses for your transportation to a safe place abroad or to the country of residence if the central state authorities (e.g., the Ministry of Foreign Affairs) or we (www.mzv.cz, www.evropska.cz):
- recommend evacuation or repatriation from the place of your stay abroad due to an imminent danger of natural disaster, act of terrorism, war or warlike actions, life-threatening epidemics in the area of your stay abroad
- indicate the place of your stay on the list of hazardous areas as a war zone
- If you have taken out the Insurance for damage to personal effects specified in Section F 1 of these Policy Conditions, we will indemnify you in cases where you were forced to leave your personal effects at the place of your stay abroad during an evacuation or repatriation up to half the limit of cover specified for damage to personal effects.

#### Special Exclusions

- We will not be obliged to indemnify you if the loss event occurred:
- in an area in which the central state authorities (e.g., the Ministry of Foreign Affairs) or we had advised against travelling to or recommended a return journey/evacuation from prior to your journey
- in an area in which the central state authorities (e.g., the Ministry of Foreign Affairs) or we have indicated as a war zone (www.mzv.cz, www.evropska.cz) prior to your journey
- in connection with life-threatening epidemics, against which there exists vaccination in the country of residence.

#### In Case of Claim

- If a loss event occurs you must:
- 4.1. notify the Assistance Service immediately, otherwise your indemnity may be rejected
- 4.2 submit receipts related to the evacuation and fare tickets from the carrier of transportation used.
- The Assistance Service will help you within the range of possibilities given the circumstances in the area of your stay.

#### PHISYCAL ASSAULT

We will pay you lump sum compensation for a serious assault on your person causing bodily injury that requires medical treatment or hospitalisa-

#### In Case of Claim

In case the injury does not require hospitalisation or working incapacity the compensation will be reduced by half.

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 You must submit a police report and medical documentation confirming your treatment or hospitalisation, and doctor's certificate.

#### M CAR INSURANCE (Car)

#### M 1 VEHICLE BREAKDOWN OR THEFT

(Loss ins.)

- The Insurance covers cases where your vehicle (motorcycle, personal car, or mobile home) that you used for travelling abroad breaks down or is stolen abroad.
- 2. If your vehicle breaks down, we will cover your expenses for calling and paying for technical road

- services and towing your vehicle to the nearest service shop.
- If your vehicle cannot be repaired the day it breaks down, or if your vehicle is stolen, we will cover your expenses for overnight accommodation and return to your country of residence, or to a place from which will be able to resume your journey.

#### In Case of Claim

You must submit receipts from the services provided to you, all documentation from the service shop, police report of a vehicle accident or theft, receipts from overnight accommodation, and fare tickets from the means of transportation used.

#### M 2 ACCIDENT DEDUCTIBLE (Loss Ins.)

 If you cause an accident with your vehicle rented abroad, we will cover your deductible payable under your personal liability Insurance Policy for the vehicle.

#### In Case of Claim

 You must submit a police report of the traffic accident, the lease contract with rental vehicle agency, the liability insurance for the vehicle, and document proving payment of your deductible.

## INFORMATION ABOUT INSURANCE POLICIES

(§ 66 of Act 37/2004 Coll., on insurance policies)

#### Insurer

Evropská Cestovní Pojišťovna, a.s., with its registered office at Křižíkova 237/36a, Praha 8, Česká republika, corporate identification number 49240196, entered into the Commercial Register of the Municipal Court in Prague, Section B. Insert 1969.

#### Supervision over the insurance sector

Czech National Bank, Na Příkopě 28, 115 03 Praha 1

#### Effective dates of insurance policies

The insurance policy may be taken out for the length of the trip, but no longer than for one year, or as an annual insurance for frequent trips. The insurance policy takes effect on the day the premium is paid unless the parties agree otherwise.

The insurance policy begins on the day following the signature date of the insurance policy. The policyholder may take out an insurance policy also on day of the trip. In this case, the hour of the contractual signature is to be specified in the insurance certificate.

Coverage of individual trips starts the moment you cross the border of the Czech Republic, not sooner than before the effective date specified in the insurance policy, until you cross the border on your way back to the Czech Republic, and not later than the day specified as the expiration date of the insurance policy.

Coverage of cancelled trips commences the day of premium payment until the actual start of the trip.

#### **Expiration of insurance policies**

An insurance policy terminates once the insurance period expires, when the parties mutually agree, or if the premium for the next contractual period is not paid (annual insurance or insurance for frequent trips). The policy may be terminated by notice in accordance with § 22 of Act 37/2004 Coll., on insurance policies, and by withdrawal in accordance with § 23(4) through (6) of the Act.

#### **Calculation of premium**

The premium will depend on the geographic location covered under the policy, the age of the insured, and the purpose of the trip. Single trip individual insurance premiums are calculated as interval premiums (1 to 4 days, 5 to 10 days, 11 to 17 days, 18 to 24 days, and so on, or for 3, 6, or 12 months). Supplementary insurance premiums are calculated according to covered risks as a lump sum premium regardless of the length of stay. Premiums for annual insurance for frequent trips are calculated on an annual basis. Premiums for business trips are calculated on a daily basis unless agreed differently.

## Withdrawal from an insurance policy in accordance with § 23(4) through (6) of the Act on Insurance Policies

The insured may withdraw from the insurance policy in writing without stating reasons within 14 days after taking out an insurance policy or from the day the insured received the insurance conditions if the conditions have been communicated to the insured after taking out an insurance policy. This clause does not apply to travel insurance policies where the effective dates are less than one month.

The insurer is required to reimburse the premium paid as soon as possible, no longer than 30 days after the withdrawal. From this sum will be deducted any reimbursement paid to the insured. Within the same period, the insured is required to pay to the insurer any reimbursements exceeding the amount of the premium.

## Minimal effective dates of the insurance policy

The minimum effective date for which an insurance policy can be taken out is one day (Single premiums are in intervals of 1 to 4 days, 5 to 10 days, 11 to 17 days, and so on).

#### **Complaints handling**

Complaints regarding the insurance can be sent in writing to the attention of the insurer's supervisory board or to the Insurance Supervision sector of the Czech National Bank.

#### Validity of insurance policies

Insurance policies are regulated by Czech laws.

#### Language used

Any communication during the effective dates of the policy taken out from a remote location will be in Czech. Insurance conditions and all other information are also provided in Czech.

#### Personal data processing

For the purposes of taking out an insurance policy and insurance claims handling, the insurer is entitled to process (collect and store data on data carriers, search, use, keep, sort or combine, block or destroy) the personal data of insureds and policy bearers (i.e., name and surname, ID number, birth certificate number or date of birth, address). In the case of a medical claim, the insurer is also entitled to collect confidential data concerning the medical condition of the insured. If the insured denies the insurer access to this personal data, the insurance policy cannot be taken out, and claims handling cannot be provided. The insurer is entitled to make personal data accessible to third parties only in exceptional cases and solely in connection with claims handling. The insureds are entitled to be informed as to how their personal data are processed (on payment of a fee for this service). The insureds are also entitled to make corrections of personal data, provide explanations, or refuse access if they believe that the insurer processes their personal data in conflict with their personal data protection or in conflict with the law. If the insurer declines to accept this requirement, the insureds can contact the Office for Personal Data Protection. The insurer can store personal data for the period for which the obligations arising or related to the insurance policy exist.