

Allianz 🕕

#### SUMMARY OF COVER

- A. TRIP CANCELLATION INSURANCE
- B. MISSED DEPARTURE INSURANCE
- C. LUGGAGE INSURANCE
- D. MEDICAL COSTS AND ASSISTANCE SERVICES INSURANCE

Note: The "average exchange rate" published by the Czech National Bank **on the date of the insured event** is decisive for conversion of foreign currency to Czech currency.

TRIP CANCELLATION INSURANCE			
Cancellation fee for trip cancellation	Refund of the price ticket at cost Limit per insured person:	Limit per insured person: No deductible amount	
<ul> <li>Cancellation fee for trip cancellation by reason of:</li> <li>Modification of holidays by the employer</li> <li>Theft of ID / passport</li> </ul>	€ 5,000 Limit per insured event: € 32,000	25% with min of € 30 and max of € 150	

Payment of a new single plane ticket with departure limited to the price paid for the single ticket. None	MIS	SSED DEPARTURE INSURANCE		
within the following 24 hours	•		limited to the price paid for the single ticket	None

LU	GGAGE INSURANCE		
•	Lost or accidentally damaged luggage or personal belonging	at residual value, limited to 800 € at residual value, limited to 800 €	30 € per insured event
•	Theft of valuables		



GUARANTEES	COVER	EXCESS / EXPOSURE
Repatriation:		
<ul> <li>Organization and payment of the return trip or transport to hospital for insured person</li> </ul>	Real costs	No deductible amount
<ul> <li>Payment of accommodation for insured person and fellow-passenger</li> </ul>	Limit of insurance benefit per person and day: € 50 / CZK 1,335; maximum 7 days	No deductible amount
<ul> <li>Organization and payment of the return trip for fellow-passenger and minor children</li> </ul>	Real costs	No deductible amount
Hospitalization in abroad:		
<ul> <li>Payment of allowing trip for family member to visit insured person</li> </ul>	Real costs	No deductible amount
Accommodation till repatriation	Limit of insurance benefit per person and day: € 50 / CZK 1,335; maximum 7 days	No deductible amount
<ul> <li>Payment of the return ticket for fellow- passenger and minor children</li> </ul>	Real costs	No deductible amount
Medical expense and hospitalization abroad		
Payment for the costs remaining expense	Limit of insurance benefit per person and event:	
	€ 150,000 / CZK 4,005,000	€ 30 / CZK 800 per person and even
Payment for urgent dental expenses	Limit of insurance benefit per person and event:	
	€ 300 / CZK 8,000	€ 30 / CZK 800 per person and even
Advance on hospitalization expenses	Limit of insurance benefit per person and event:	No deductible amount
Search & Rescue expenses	€ 150,000 / CZK 4,005,000	
Search Expenses	Limit of insurance benefit per person: € 750 / CZK 20,000	No deductible amount
Rescue Expenses	Limit of insurance benefit per person: € 750 / CZK 20,000	No deductible amount
Medicine dispatch abroad	Real costs	No deductible amount
Death of the insured person		
Body transport	Real costs	No deductible amount
Funeral expenses	Limit of insurance benefit per person: € 750 / CZK 20,000	No deductible amount
<ul> <li>Additional transport costs for insured members of the family</li> </ul>	Real costs	No deductible amount
Advanced return		
Organization and transportation costs	Real costs	No deductible amount

Assistance

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Legal assistance abroad		
Lawyer fees	Limit of insurance benefit per person: € 1,500 € / CZK 40,000	No deductible amount
Deposit Advances	Limit of insurance benefit per person: € 8,000 / CZK 213,600	No deductible amount
Unforeseen Assistance		
Cost of communication with family member	Real costs	No deductible amount

### GENERAL INSURANCE CONDITIONS FOR TRAVEL INSURANCE

- The insurance policy entered into with AGA International SA, Branch CZ, shall be governed by the law of the Czech Republic, in particular by Act No. 89/2012 Coll., of the Civil Code (hereinafter referred to as "Law"), as amended. Any disputes that may arise out of this insurance shall be settled by the courts of the Czech Republic.
- The insurance policy shall also be regulated by these general insurance terms and conditions, the special
  terms and conditions stipulated in the Special Part hereof, the Summary of Cover or other contractual
  provisions concluded between the insurance company and the policyholder (if any), regardless of the form
  (written or electronic), if referring to them. The enumeration of insured interests in individual insurances
  shall be of informative character only. If the terms and conditions refer to the provisions stated in the
  Summary of Cover, such provisions shall apply to the relevant insurance.
- If the insurance policy or Terms and conditions, in cases when the Law allows it, contain the provisions differing from those in the Law, the provisions contained in them shall apply.
- The insurance according to these Terms and conditions can be taken out only if the policyholder and/or the Insured have an insurable interest in it. The insurable interest is a rightful need of protection against the consequences of the claim event.
- Any legal proceedings, notification, announcement addressed to the Insurer shall be delivered by the Policyholder, Insured or other entitled person directly to the Provider.
- These Terms and conditions shall be valid from 1.1.2014.

Please read these general insurance conditions carefully. They contain information on your rights and obligations and may answer your questions (if any).

#### **DEFINITIONS OF TERMS:**

The terms and expressions given below shall be used for insurance regulated by these insurance conditions in the following meanings:

BENEFICIARY:the person who becomes entitled to receive insurance benefit;CHARTER FLIGHT:flight ordered by a travel agency as an unplanned flight, out of the scope of

regular flights;

## CHRONIC STABILISED DISEASE:

disease which existed already at the inception of the journey, however, the condition of the Insured during the 12 months preceding the insured's departure on the journey had not indicated that a need should arise during the journey to seek a qualified medical practitioner;





an event which caused loss or damage and which might constitute the right to insurance indemnity;

**COSTS OF ACCOMMODATION:** additional costs of accommodation and telephone or e-mail connection with the assistance service in connection with an insured event except for any costs of food and beverages;

#### COSTS OF REPATRIATION

**OF MORTAL REMAINS :** Costs of primary preservation, manipulation, placing in the coffin, specific transport requirements, preservation ordered by law, packing and the simplest coffin necessary for transportation of mortal remains and corresponding to laws, except for the costs of placing in the coffin, embalmment and costs of funeral;

**COSTS OF RESCUE:** Costs of transportation of the Insured after an injury (after the Insured has been localised) from the point of injury to the nearest hospital.

- **COSTS OF SEARCH:** Costs of rescue operations performed by rescue teams or people other than the people accompanying the Insured; at the same time a rescue operation shall mean finding the Insured's position in places in whose vicinity there are no organised rescue teams available.
- **COUNTRY OF DOMICILE** shall mean the Czech Republic;

**DAMAGE TO HEALTH:** injury incurred to a natural person;

- **DAMAGE TO PROPERTY:** Damage to or destruction of a thing or other property, any physical injury suffered by an animal;
- **DELAYED FLIGHT:** difference between the arrival time specified for the passenger on the air ticket or on the flight registration form and the time of actual plane arrival on the stand; delayed flight shall not mean any possible changes of the time and period of flight to which a travel agency is entitled in accordance with its general business conditions;

**ESSENTIAL NEEDS:** Clothes and toilet articles temporarily replacing inaccessible personal things;

**EUROPE:** Continental Europe including Great Britain, Spain and Balearic and Canary islands, Italian islands, Greece and islands, Turkey, Russian Federation, Georgia, Iceland, Israel, Lebanon, Libya, Syria, Tunisia

**EVENT OF LOSS**: A fact that has caused a loss and that might be a reason for origin of a right to insurance benefit.

**FAMILY MEMBER:** shall mean a relative in following family relationship to the Insured: spouse, parent, child, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law of the Insured;.

**FELLOW-PASSENGER:** shall mean any person who has booked the same trip for the same period with the Insured;

**FELLOW-WORKER:** shall mean any person in the Insured's Country of Domicile, closely cooperating with the Insured, whose absence in the workplace means that the insured person's superior worker is forced to ask the Insured to curtail or abandon his/her trip;





- **FLIGHT CONFIRMATION:** Formality required by a travel agency in accordance with the provisions of its business conditions in connection with the air-ticket purchase validity and seat booking provision;
- **HOME:** shall mean a place in the Country of Domicile, where the Insured lives with intention to live there permanently;
- **HOSPITALISATION:** Urgent and unplanned medical procedure requiring a stay in a hospital facility longer than 24 hours.
- **INJURY:** unexpected and sudden action of outer forces or the own body strength independently of the Insured's will, which occurs during the insurance period and which causes an injury to or death of the Insured;
- **INSURED EVENT:** random event specified in details in the insurance contract to which the origin of the Insurer's duty to provide insurance benefit is linked. All damages incurred as a result of the same cause shall be considered as one insured event.
- **INSURANCE PERIL:** possible cause of occurrence of the insured event, it is always specified either in General Part hereof or it is provided for individual insurances or further specified in the Special Part hereof, or in the contractual provisions or in the insurance policy;
- **INSURANCE PREMIUM:** fee for insurance;
- **INSURED:** person to whose health, property, liability or other values of the insurable interest this insurance shall apply (hereinafter referred to as "Insured");
- INSURER: AGA International SA, Branch CZ, with its registered office at Jankovcova 1596/14b, 170 00 Prague 7– Holešovice, Czech Republic under reg. No. 276 33 900; entered in the Commercial register maintained by the Municipal Court in Prague, part A, entry 56112 (hereinafter referred to as "Insurer ");
- **PERIOD FOR WHICH** is stated in the insurance policy; **THE INSURANCE WAS TAKEN OUT:**

# POINTS OF DEPARTURE<br/>OF THE INSURED:shall mean an airport, a railway station or a stop with international operation, or<br/>a port where the Insured's journey from the Country of Domicile to his/her<br/>destination begins and also the place where the last part of the Insured's return<br/>journey to his/her Country of Domicile begins;POLICY:a confirmation of the conclusion of the insurance contract, issued by the Insurer<br/>to the Policyholder;

**POLICYHOLDER:** Person that has entered into an insurance policy with the Insurer and that is liable to pay insurance premium;



**PUBLIC AIR** 



is a provider of assistance and claim settlement services for the Insurer, Allianz Assistance, Jankovcova 1596/14b, 170 00 Prague 7– Holešovice, Czech Republic.

- **TRANSPORT:** Paid air transportation of people while air tickets are distributed directly or through authorised resellers or by travel agencies which have booked the relevant flight and the flight times, their availability and prices are publicly announced and sale of such flight is a reason to issue a transport document (air ticket).
- **REGULAR FLIGHT:** Flight arranged for by a civil air-plane with an exactly specified flight time on a regular airline in accordance with flight schedule;
- **REPATRIATION:** Any payment for or organisation of Insured's return to his/her country if the originally planned means of transport cannot be used for the Insured's return due to an insured event;
- **ROUTE:** Itinerary to the destination specified on the air ticket or in a registration form regardless of the number of flights or whether or not this is a case of a flight to the destination or a return flight;
- SERIOUS DISEASE: Any worsening of the Insured's state of health, resulting in the Insured's inability to do any job or any other activity and requiring constant medical supervision and treatment.
- **SERIOUS INJURY:** Medically found temporary or permanent damage to the Insured's health condition as a result of an injury, in consequence of which the Insured is unable to do perform any occupation or any other activity and requiring constant medical supervision and treatment;
- **STABILISED HEALTH CONDITION:** Medical finding confirming at the given time that the Insured's health condition has been stabilised;
- THIRD PARTYAny natural person or a legal entity except for:<br/>- the Insured,<br/>- family members of the insured,<br/>- persons accompanying the Insured,<br/>- Derson's employees fulfilling their tasks.TRAVEL AGENCY:shall mean any provider of a tourist trade service;<br/>shall mean a flight or any the kind of transportation to a destination and/or back<br/>with the company KLM including a possible stay in the destination indicated in<br/>the document certifying the booking/purchase of the flight for which this

insurance has been agreed.



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#### ČÁST I: GENERAL PROVISIONS

#### CHAPTER 1 Insured

The Insured is any person specified as such in the insurance contract on condition that such person has his/her residence in the Czech Republic.

#### CHAPTER 2 Insurable interest and insured event; inception and duration of insurance; policy period

This insurance shall apply to the following values of the insurable interest:

- 2.1. Trip cancellation insurance
- 2.2. Missed departure insurance
- 2.3. Luggage insurance
- 2.4. Medical costs and assistance services insurance
- 2.5. Insured events in individual insurance types are defined in the special part of these insurance conditions.
- 2.6. The insurance shall apply to the whole period of the trip in the maximum of 62 consecutive calendar days sold by the travel agency unless otherwise specified in the special part of these insurance conditions.
- 2.7. The insurance shall commence at the moment the insured policy is taken out. The Insurer's proposal to enter into an insurance policy may be also accepted by payment of the insurance premium. The insurance contract shall be entered into on the same moment with binding booking of the trip via the website <u>www.klm.com</u>.
- 2.8. The insurance premium may only be returned if KLM cancels the flight or in a case if the insurance premium has been paid twice.

#### CHAPTER 3 General exclusions from insurance

Above and beyond the exclusions specified individually below in the case of any insurance separately, the insurance shall not apply in any case to the events and their consequences:

- 3.1. That have occurred in connection with a civil war or war conflict, regardless whether declared or not, commotion, demonstration, terrorist attacks;
- 3.2. That has occurred in connections with strikes, taking people as hostage, any manipulation with weapons;
- 3.3. That have been caused by the Insured due to his/her voluntary participation is bets and hazard games of any kind, criminal activities including a fist fight, intentionally or by his/her intentional acts against good manners or against legal regulations of the visited country except for cases of necessary defence or extreme need;
- 3.4. That has been caused due to effects of nuclear substances or by any sources of ionising radiation;



- 3.5. That has been caused due to Insured's intentional act including suicide or an attempt to commit suicide;
- 3.6. If the Insured falls ill or becomes injured under the influence of alcohol, narcotic or other intoxicating or psychotropic drugs not prescribed by a doctor;
- 3.7. That has been caused due to a wilful failure to take into account official bans;
- 3.8. That have been caused due to a wilful failure to take into account safety rules in connection with any sport activities;
- 3.9. That have occurred during performance of any kind of sports on the professional level or for contractual remuneration;
- 3.10. That are a consequence of a mental disorder or disease or that are a consequence of sexually transmitted disease or AIDS and transfer of HIV virus;
- 3.11. That has been caused due to wilful negligence;
- 3.12. That have been caused during sport activities connected with use of a motor means of transport, sports flying, parachuting, paragliding, alpinism, ski alpinism, fight sports, speleological activities, mountaineering, diving or rafting and similar sports;
- 3.13. That has occurred due to any epidemic, large-scale contamination of the environment, natural disaster and related consequences;
- 3.14. Whose occurrence might be expected already at the moment of entering into the insurance policy or which have been known to occur;
- 3.15. That has occurred due an active participation in organised sports event or preparations for them;
- 3.16. That has occurred due to events occurred between the Insured's trip booking date and the date of effectiveness of this insurance;
- 3.17. That has occurred due to effects of biological or chemical weapons;
- 3.18. In case of any direct or indirect claims which occurred in connection with injury or disease in consequence of which the Insured or his/her family member or fellow-passenger had to search for the medical treatment in period of 6 months before taking out this insurance;
- 3.19. Any claims resulted from health state of person or persons with whom the Insured lives or any claims of fellow-passenger or family member under the condition that the Insured has known about such health state of these persons in a period of taking out this insurance;
- 3.20. In case that the Insured has travelled in conflict with the recommendations of practitioner or in case that the practitioner would not recommend the travelling if the Insured had consulted his/her practitioner before beginning the trip;
- 3.21. In case that the Insured is aware that he/she shall need the medical treatment during the trip;
- 3.22. In case that trip was undertaken for purpose of medical treatment;
- 3.23. In case of any direct and indirect claims occurred in connection with the fact that the practitioner has diagnosed fatal (incurable disease) to the Insured.





#### CHAPTER 4 Territorial scope of insurance

- 4.1. The insurance of cancellation of the trip shall only apply to insured events that occur in the territory of the Country of Domicile.
- 4.2. The insurance of missed departure shall apply with the territorial scope Worldwide, including Country of domicile.
- 4.3. The insurance of luggage shall apply with the territorial scope Worldwide including Country of domicile, and further it shall be also applied to the insured events which occurred during the Insured's transportation from the place of his/her home to the starting point of the trip and back even if it occurs on the territory of the Country of Domicile.
- 4.4. The insurance of medical expenses and assistance services abroad shall apply to the claim events which occurred with the territorial scope Worldwide, except for the territory of Country of domicile.

#### CHAPTER 5 Other insurance

- 5.1. The Insured is obliged to inform the Insurer without any delay about the fact that he/she has entered with another Insurer, into an insurance against insurable risks to which this insurance applies (multiple insurance).
- 5.2. In the case of an insured event, the Insured may lodge his/her claim to the insurance benefit according to his/her choice, but only to one insurance company.

#### CHAPTER 6 Transfer of the rights to the Insurer

- 6.1. If the beneficiary, the Insured or the person who has incurred the rescue costs has become entitled to damage reimbursement or has any similar right in connection with an insured event either occurred or impending against a third party, this right, including its accessories, reinsurance and other rights, shall transfer to the Insurer upon payment of insurance benefit, up to the amounts that the Insurer has paid to the beneficiary person. This shall not apply, if the beneficiary becomes entitled to the reimbursement from any person, living in a common household with him, or who is his dependant from the viewpoint of nutrition, unless such person has caused the insured event intentionally.
- 6.2. The person, whose right was transferred to the Insurer, shall deliver to the Insurer all the documents and information necessary for lodging a claim. If such person circumvents the transfer of the right to the Insurer, the Insurer shall be entitled to reduce the amount of the insurance benefit by up to the amount it might otherwise have obtained. Should the Insurer have already paid the insurance benefit, it is entitled to the reimbursement up to the amount of the paid insurance benefit.

# CHAPTER 7 Information obligation at the time of conclusion of the insurance contract, insurance premium and possibility of withdrawal from the insurance contract

7.1. If a person, interested in insurance, during the proceedings on taking out insurance policy, or a policyholder, during the proceedings on modification of the insurance policy, are requested by the Insurer to provide the facts, which are significant for the decision of the Insurer how to evaluate the insured peril, whether it insures it and under which conditions, the person interested in the insurance or the policyholder shall provide full and true information to the Insurer. The obligation shall be deemed as met if nothing substantial is withheld. The obligations of the policyholder shall accordingly apply to the Insured.





- 7.2. If, in consequence of the failure of the Policyholder or the Insured during the proceedings on taking out or modification of the insurance policy to meet their obligation, a lower insurance premium was stipulated, the Insurer shall be entitled to reduce the amount of payable insurance benefit by the amount equal to the ratio of the insurance premium amount received by the Insurer to the insurance premium amount the Insurer should have received,
- 7.3. If the failure of the policyholder, Insured or other person, who is entitled to insurance benefit, has a substantial influence on the occurrence of the claim event, its course, aggravation of the scope of its consequences or the assessment or establishment of the amount of insurance benefit, the Insurer shall be entitled to reduce the amount of insurance benefit in due proportion to the influence of such failure on the scope of Insurer's obligation to pay the insurance benefit.
- 7.4. The insurance premium for this insurance regulated by these insurance conditions is a lump-sum premium and shall be paid as agreed in the insurance policy.
- 7.5. The amount of the insurance premium and its maturity is stipulated in the insurance policy.
- 7.6. The right of withdrawal from the contract:
  - 7.6.1. The policyholder and the Insured can withdraw from such contract in cases and under the conditions that are stipulated by Law.
  - 7.6.2. Further, the Policyholder can withdraw from the Insurance policy in case the agreed insurance does not correspond to any requirements of the Policyholder or the Insured within the period of 14 days from the date of conclusion of the Insurance policy by informing the Provider of the withdrawal from the insurance policy. In such case the policy shall be terminated from its inception and the total amount of paid insurance premium returned to the Policyholder. Said withdrawal can be made in written or by phone on the phone number of the Provider +420 283 002 950 during working days from 9 a. m. to 5 p.m. Notification made by phone shall be confirmed in written.

#### CHAPTER 8 Lodging a claim to the insurance benefit

- 8.1. In case of occurrence of an event, to which a claim for insurance benefit from the person who deems himself to be an entitled person relates, such person shall be obliged to notify the Insurer, without undue delay, of an insured event, to give a truthful explanation of the occurrence and scope of consequences of this event, of the rights of third persons and any multiple insurance; at the same time he shall be obliged to submit necessary documents to the Insurer and to proceed in a manner agreed in the insurance policy. If the policyholder is not simultaneously the insured, this obligation shall apply to the insured
- 8.2. Same notification can be made by any person, who has a legal interest in the insurance benefit.
- 8.3. The beneficiary is the Insured unless it is stated otherwise in the special part of these insurance conditions.
- 8.4. The insured shall send completed questionnaire to the Provider without undue delay as a report of insured event, a form of which is available on the following website: <a href="http://www.allianz-assistance.cz/corporate/images/Claim%20report%20form-ENG.pdf">http://www.allianz-assistance.cz/corporate/images/Claim%20report%20form-ENG.pdf</a>. The insured shall complete this questionnaire and send it back to the Provider with any documents the Insurer may reasonably request in the scope according to these Terms and conditions for the investigation of the claim event and determination of existence and the scope of his obligation to provide insurance benefits.
- 8.5. The provision of the clause 8.4 shall not apply to the Insurance of medical costs and assistance services abroad.



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#### CHAPTER 9 – Assessment of the scope of the insurance benefit

- 9.1. The scope of the insurance benefit for each of the insurances related to respective insurance interest is stated in the special part of these Terms and conditions and in the Summary of Cover.
- 9.2. The insurance is taken out with deductible, if the deductible amount is specified in the Summary of Cover hereinbefore.

#### CHAPTER 10 Settlement of the insurance benefits

- 10.1. The Insurer shall, following the notification of an event associated with a claim to insurance benefits according to 8.1 and 8.4, commence, without unnecessary delay, the investigation needed for determining the existence and the scope of his obligation to provide insurance benefits. The investigation shall be terminated as soon as the Insurer notifies the person who claimed the insurance benefit of its results; upon request of such person, the Insurer shall provide written substantiation of the amount of insurance benefit, eventually the reason of its rejection.
- 10.2. Insurance benefits shall be payable within 15 days after the termination of the investigation referred to in Article 10.1.
- 10.3. If the Insurer is unable to finalize the investigation needed for determining the claim event, the scope of insurance benefit or the person entitled to the insurance benefit within 3 months after having been notified of the event, he shall inform the notifying person in written form of the reasons. The Insurer shall provide this person, upon the request, with an adequate advance payment; this shall not apply, if there is a reason to reject the advance payment.
- 10.4. In case the beneficiary states deliberately untrue or severely distorted facts related to the scope of the insured event when claiming for the insurance benefits or conceals material facts related to this event, the Insurer is entitled to shall be entitled to the reimbursement of the costs rationally used for investigation of the facts, the information of which were provided to him or concealed. If the costs of the investigation incurred by the Insurer have been caused or increased by a breach of obligations by the Policyholder, the Insured or other person, claiming to insurance benefit, the Insurer shall be entitled to demand reasonable compensation from the defaulting party.
- 10.5. If the Policyholder, Insured or other person finds after the event, his claim for insurance benefit refers to, that lost or stolen property has been found, he shall inform of it without undue delay the Insurer.
- 10.6. If a property has been damaged or destroyed by the insured event, the person, entitled to insurance benefit, shall refrain from repairs of the damaged property or removal of the remains of the destroyed property, if not being given consent by the Insurer. If a period was agreed, within which the Insurer shall give its expression, such obligation ceases to exist upon expiration of said period. If such period has not been agreed, the obligation ceases to exist, if the Insurer does not express itself within a period adequate to the circumstances of the event.
- 10.7. The article 10.6 shall not apply, if it is necessary to start the repair of the property or removal of its remains, due to safety, health, environmental protection or any other significant reasons.
- 10.8. If the Insurer has paid the insurance benefit after the occurrence of the insured event, the ownership right to the insured property shall not pass on to the Insurer; however, the Insurer shall be entitled to the benefit he has already provided. Nevertheless, the Beneficiary can reduce the benefit by any reasonable costs that the insured/beneficiary had to expend to repair any defects occurred during the period when he was deprived of the possibility to use the property.





- 10.9. The Insurer shall be entitled to reduce the benefit by the payable outstanding insurance premium or other outstanding payments according to this insurance.
- 10.10.The outstanding payments from this insurance cannot be transferred, stopped or in any manner disposed of without consent of the Insurer.
- 10.11. The benefits/indemnity in respect of sum insurance hereunder is payable in Czech currency, unless otherwise agreed in the policy. The "average exchange rate" published by the Czech National Bank on the date of occurrence of the insured event is decisive for conversion of foreign currency to Czech currency.

#### CHAPTER 11 – Information

11.1. Should any difficulties arise, the insured/policyholder/beneficiary may contact the Provider on address:

#### Allianz Assistance Claims department Jankovcova 1596/14b 170 00 Prague 7 Czech Republic

- 11.2. If the Insured/Policyholder/Beneficiary is not satisfied even after reply of Insurer, he/she may file a complaint with the Czech National Bank.
- 11.3. The Act No 235/2004 Coll., on VAT shall also apply to this insurance, namely its § 55 (exemption from VAT).
- 11.4. Hereby insured/policyholder agrees that some information and documents (namely insurance certificate) concerning this insurance will be communicated to him/her not in Czech, but in English language.

#### CHAPTER 12 Personal Data Protection

- 12.1. All personal data concerning the Policyholder, the Insured and other persons participated in this insurance are processed by the Insurer fully in compliance with the provisions of the Act No. 101/2000 Coll., Data Protection Act.
- 12.2. The Insurer shall process the personal data of the Policyholder, the Insured and other beneficiaries to complete the purpose of the insurance.
- 12.3. The Policyholder, the Insured or any subject of the data, who has found or assumes that the Insurer provides a processing of his/her personal data, which is in conflict with the protection of private or personal life of the subject of the data or in conflict with the law, especially if the personal data are incorrect in respect of purpose of their processing, he/she can
  - a) Ask the Insurer for explanation;
  - b) Require a remedy of such condition by the Insurer.
- 12.4. The Insurer has a right to information on health condition or cause of death of the Insured. The Insurer may request these data in cases of investigation of the insured events. The Insured (or his legal representative) shall give consent to disclosure of the data to the Insurer at the moment of signing the insurance contract, but no later than when lodging a claim to insurance benefit. The Policyholder can give such consent to process his/her personal data based on authorization of the Insured. Failure to give consent to obtain the data on the health condition of the Insured, or subsequent revocation of that





consent or refusal to discharge a health facility or a physician of his obligation of discretion on the health condition of the Insured shall result in impossibility to provide or complete the investigation of the insured event, eventually to provide insurance benefit.

- 12.5. Policyholder, having taken out the insurance contract, grants the Insurer consent to further process his/her personal data (i.e. name, surname, address, personal number, date of birth, phone number, e-mail address) during the period of administration of concluded insurance and fulfilling all obligations from the insurance. Policyholder also grants his/her consent to the offer of the products and services including marketing information and further to sending commercial announcements. Further, the Policyholder grants his/her consent to processing his/her data on his/her health condition disclosed to the Insurer, in a scope necessary for administration of the concluded insurance. This consent shall also be given to the disclosure of the data to other countries to the reinsurers of the Insurer and to the subjects within the financial group of the Insurer, as well as to other subjects in insurance business, banking and other financial services and to the associations of these subjects.
- 12.6. Policyholder, having taken out the insurance contract, confirms that he was duly informed of his/her rights. He/she states that he/she is aware of the fact that in case of revocation of said consent and subsequent impossibility to administrate the insurance, the insurance contract ceases to exist due to impossibility to provide insurance benefit.

#### CHAPTER 13 - Address of the Provider

Registered office of the provider:

Allianz Assistance Jankovcova 1596/14b 170 00 Prague 7 Czech Republic

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#### SPECIAL PART SECTION A: TRIP CANCELLATION INSURANCE

#### CHAPTER 1 Object of the insurance

The insurer will indemnify the insured or the policyholder (depending on who bears the costs) in respect of incurred cancellation expenses up to the amount of aggregate limit to be set out in the policy and/or of any other indemnity limit set out in the policy.

#### CHAPTER 2 Insured event

- 2.1. Insured peril and insured event
  - 2.1.1. The insured peril covered by this insurance is the causes listed in the articles 2.2. 1 to 2.2.5.of this Chapter.
  - 2.1.2. The insured event in case of Cancellation Insurance is impossibility to commence the trip due to reasons listed in articles 2.2.1 to 2.2.5 of this Chapter of these Terms and conditions and the inception of the Insured's obligation to pay cancellation fees.
  - 2.1.3. All the tourism services potentially affected by insured event covered by this insurance, whether they be complementary or successive, constitute one and the same trip, for which a single departure date is taken into consideration, namely that indicated by the trip organizer as the date on which the insured services, which may be affected by insured event, commences.

#### 2.2. **Events giving rise to insured event**

The Insurer provides insurance benefit according to this insurance, in case the reason for cancellation of the trip and consequently the reason for inception of the obligation to pay cancellation fees for such cancelled trip or the reason for interruption of the trip after its commencement was any of the reasons specified below:

# 2.2.1. Serious disease, serious bodily injury including consequences, complications or worsening of a disease or post-injury condition requiring medical treatment, or death known or occurred after the booking the trip of:

- a) Insured, his/her spouse in law or in fact, his/her forbears or descendants in the direct line,
- b) his/her brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathersin-law, mothers-in-law,
- c) a person having booked the same trip at the same time as insured (fellow-passenger) and whose insurance risk is covered by this insurance.

The insured is obliged to inform the Insurer immediately of the occurrence of the event described in the Article 2.2 of this chapter, which may constitute the right of the Beneficiary to insurance benefit and to submit the required documents. The Insurer is entitled to reject to pay insurance benefit according to the insurance contract after consultation with professional physician, should the information provided not prove the existence of the situation described in the Article 2.2 of this chapter of these terms and conditions and entitling the beneficiary for insurance benefit.

- 2.2.2. **Damage to property** caused by a burglary, fire, water or any natural disastrous factors, (hereinafter collectively referred to as "disaster") in consequence of which it is imperatively necessary the presence of the Insured on location damaged by the disaster on the scheduled date of departure, for the implementation of the protective measures and administrative steps required, under condition that disaster caused damage to over 50% (fifty per cent) of:
  - a) residence on permanent address of the insured or his/her holiday home
  - b) farmstead of the insured





- c) business premises providing that the Insured is a company manager or if the insured is a self-employed person in these premises
- 2.2.3. **Job loss** of the insured or his wife /her husband for reason of dismissal from the employer party according to Section 52 of the Labour Code, however, only under condition that the dismissal has been served after the date when the insurance policy on this insurance has been concluded.

#### 2.2.4. Modification of holidays by the employer

#### 2.2.5. Theft of ID / passport

2.2.6. A person, who had booked the same trip for the same period as the Insured (fellow traveller) and which is named in the same insurance policy as the Insured, shall also be entitled to the insurance benefit from this Cancellation and Curtailment insurance, if such person had to travel alone due to cancellation or curtailment of the trip by the Insured due to any of reasons detailed in the Article 2.2 of this Chapter.

#### CHAPTER 3 Scope of the insurance benefit

3.1. This insurance is concluded as loss insurance.

#### 3.2. Limit of the insurance benefit

The insurance benefit paid by Insurer shall under any circumstances not exceed the amount of the expenses invoiced by the trip organiser applying the contractual rate(s) for cancellation fee, ticket modification fee and limited to the maximum amounts specified in the Summary of cover. The insurance benfit shall be reduced by the amount of deductible specified in the Summary of cover, if not stated otherwise in the Summary of cover.

#### 3.3. The scope and the amount of the insurance benefit in case of cancellation of the trip

- 3.3.1. The Insurer will pay the insurance benefit in accordance with the Policy under following conditions:
  - a) In amount of thecosts invoiced by the trip organiser applying the contractual rate indicated in his general sales terms or travel contract; however, the amount of the benefit is Insurer limited by the amount of the cancellation fees which would have been invoiced to the Insured applying the said rate if Insured had informed the trip organiser within 48 hours following the occurrence of the events listed in the Article 2.2. ; hovewer, up to the limit specified in the Summary of cover,
  - or
    - b) In amount of the fees for modification of the ticket in case the Insured has to postpone the flight due to any of the reasons specified in the Article 2.2. of this chapter; however, up to the limit specified in the Summary of cover.
- 3.3.2. Administrative costs, tips and visa costs, as well as the premium paid as a counterpart to the present contract cannot be refunded.



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Assistance

#### CHAPTER 4 Inception and duration of the insurance, insured period

- 4.1. The insurance commences at the moment the insurance agreement is concluded. The offer of the Insurer for conclusion of the insurance policy may be accepted also by payment of the insurance premium. The insurance contract shall be entered into on the same moment with binding booking of the trip via the website www.klm.com.
- 4.2. The Cancellation Insurance cover shall apply for the period as from the 1<sup>st</sup> day of application of the cancellation fee rates, and shall cease to apply as soon as the first insured service, to be provided by the tour operator and which may be affected by insured event, begins.
- 4.3. The Insurer shall pay the insurance benefit in case of cancellation of the trip separately only by payment of the insurance benefit due to said reason the claim for another benefits according these Terms and conditions ceases to exist.

#### CHAPTER 5 Exclusions for the trip cancellation insurance

- 5.1. risk pregnancy, voluntary termination of pregnancy, in-vitro fertilization and the consequences thereof,
- 5.2. Omission of vaccination, lack of vaccination,
- 5.3. epidemics, pollution, natural disasters as well as the consequences thereof, regardless the territory they occurred: within the territory of the Country of Domicile, at the final destination of the trip, on the route of the trip, or elsewhere.
- 5.4. any medically confirmed diagnosis, symptoms or cause of which are of mental, psychological or psychiatric nature, not having entailed hospitalisation for more than 3 (three) consecutive days at a date subsequent to that of taking out the present policy,
- 5.5. disease (s) or injury(ies), which existed at the moment of the taking out present policy and which has not been stabilised yet, except of sudden worsening of stabilised health condition, provided Insured has been given medical confirmation that his health condition is stabilised and allows him/her travel without any limitation
- 5.6. plastic surgery and beauty surgery and their possible complications as well as consequences of any check-ups
- 5.7. consequences of criminal law proceedings taken against the insured,
- 5.8. change of travel plans or intentions of the insured or travel agent, or if the insured did not get visa or could not take the holiday, if not stated otherwise in the insurance contract;
- 5.9. geopolitical, climatic, ecological or epidemiological situation in target or transit destination
- 5.10. disease, which existed at the moment of taking out the present policy, even if not treated yet;
- 5.11. consequences of injury, which existed at the moment of taking out the present policy, even if not treated yet;
- 5.12. reaction to vaccination, planned surgery and check-ups;
- 5.13. change of health condition in result of alcohol consumption or addictive drug intake;
- 5.14. pregnancy determined prior to taking out the present policy, including related complications;





No airport or security fees and no insurances as well as visa fees shall be included in insurance benefit.

#### CHAPTER 6 Lodging a claim to insurance benefit

- 6.1. The Insured shall inform his/her Travel agency with which he/she had booked the trip, and the Provider of his/her cancellation of the trip in the quickest possible manner (by fax, e-mail or by any other documented notification to the Travel agency or Provider) as soon as any of the events listed in the Article 2.2 of Chapter 2 of this Section hereof; however, within 48 hours at the latest.
- 6.2. Should the Insured fail to inform the Travel agency or Provider of his/her intended trip cancellation within the time period stipulated in the Article 6.1 of this Chapter, the Insurer shall pay the insurance benefit according to these Terms and conditions up to the amount of cancellation fees the Insured would have paid if he had informed of his trip cancellation on date of the occurrence of any of events described in the Article 2.2 of Chapter 2 of this Section hereof.
- 6.3. The Insured shall inform the Provider of the occurrence of the insured event within 5 (five) working days following it occurrence; whilst the day of occurrence of the insured event shall not be counted within this period and said period shall be interrupted for the period when the Insured is unable to inform the Provider due to injury or an event of force majeure; the information shall be given to the Provider by telephone or in written to the address of the Provider given in the General Part of these Terms and conditions in Chapter 11-Information.
- 6.4. The Insured shall be obliged to provide the Insurer with all the documents proving the occurrence of the insured event.

#### CHAPTER 7 Deductible amount

This cancellation insurance shall be agreed with a deductible amount specified in the Summary of cover.

#### SECTION B. MISSED DEPARTURE INSURANCE

#### CHAPTER 1 Subject of insurance

- 1.1. The Insurer shall pay the Insured an insurance benefit, up to the limit specified in the Summary of Cover, according to these insurance conditions as a compensation of the costs for further accommodation and transport, which the Insured had to pay to move to his/her trip destination or home as the Insured did not manage to appear in his/her departure point in time according to his/her itinerary due to the following reasons:
  - public transportation (including regular flights) failed to comply with travelling/flight/sail timetables

or

- the vehicle used by the insured person to travel to the departure point had an accident or a defect
- 1.2. This insurance is arranged as loss insurance.





#### CHAPTER 2 Occurrence, duration and termination of the insurance, policy period

- 2.1. The insurance commences at the moment the insurance contract is concluded with insurer. The insurer's proposal to enter into an insurance contract may be also accepted by payment of the insurance premium.
- 2.2. The insurance shall apply within a period of providing services by travel agency how it is described in the registration (order) of trip, and also within the transportation of the insured on the territory of the Country of domicile from the place of residence to the point of commencement of trip.

#### CHAPTER 3 Exclusions for the missed departure insurance

- 3.1. In addition to general exclusions specified in part I chapter 3, this insurance shall not further apply to the following cases:
  - 3.1.1. Any delay that has been caused by demonstration, civil commotion, strike that began or was announced before the Insured entered into this insurance or purchased travel documents (air or other tickets, boarding passes etc.) for the trip, no matter which occurred later
  - 3.1.2. Any exclusion, delay or failure of public transport caused by demonstration, civil commotion, strike that began or was announced before the Insured left his/her home or that was announced in time so that the Insured could arrange for alternative transportation.

#### CHAPTER 4 Lodging a claim to insurance benefit

- 4.1. When lodging a claim for an insurance benefit, the Insured shall provide the Insurer with:
  - a) A certificate of the public transport operator that public transportation was delayed; or
  - b) A certificate of the relevant body or authority confirming the accident or defect of the vehicle used by the Insured to travel to the Insured's departure point.
- 4.2. The Insured shall plan his/her travelling itinerary so that he/she has enough reserve time to foreseeable delays.
- 4.3. The Insured shall, together with the application for payment of the insurance benefit, provide the Insurer with a certificate of the public transport operator that public transportation was delayed or a certificate of the relevant body or authority confirming the accident or defect of the vehicle used by the Insured to travel to the Insured's departure point and shall also submit his/her own detailed description of circumstances that caused that the Insured missed the departure.

#### CHAPTER 5 Deductible amount

In the case of insurance of missed departure the insurance benefit shall be reduced by the deductible amount specified in the Summary of Cover.

#### SECTION C. LUGGAGE INSURANCE

#### CHAPTER 1 Object of the insurance

1.1. Insured peril and insured event:

The insured peril in this insurance is a peril of damage to the luggage including valuables of the insured, taken by the insured with or evidently purchased by the insured during his/her trip. The luggage including valuables shall mean movable items of personal needs provably owned by the Insured.





- 1.1.1. The insured event is the damage to luggage including valuables of the Insured, caused by following insured perils:
  - a) theft, when the offender provably overcame obstacles protecting the luggage against theft (theft by burglary) or assault
  - b) total or partial destruction or loss occurred
    - during the traffic accident investigated by the Police
      - as a consequence of natural disaster
  - c) Loss of the luggage during transportation by a transport company

The indemnity limit is stipulated in the Summary of insurance cover.

- 1.1.2. The following objects are considered to be valuables, for the purposes of this luggage insurance:
  - a) jewellers, objects crafted from precious metals, gems, pearls, watches, fur
  - b) photographic, cinematographic, computer, cell phone, recording or sound and picture reproduction equipment, as well as any accessories thereof
  - c) objects, other than items of clothing, the value of which is higher than the amount stipulated in the Summary of Covercover
- 1.1.3. This insurance applies to valuables only in the following circumstances:
  - a) in the event of burglary, if the insured is wearing, carrying or using such objects, of when such object has been duly left in an individual locker or deposited in the hotel safe
  - b) in the event of serious bodily injury of the insured, this insurance applies also for damage to photographic or cinematographic equipment

#### The Insurer shall not be liable for any damage caused by airline or other carrier.

#### CHAPTER 2 Inception and duration of the insurance, insured period

- 2.1. The insurance commences at the moment the insurance agreement is concluded. The offer of the Insurer for conclusion of the insurance policy may be accepted also by payment of the insurance premium. The insurance agreement policy must be concluded at the moment of binding booking of the trip via the website <u>www.klm.com</u>.
- 2.2. The insurance applies for the duration of the services organised by the tour operator, as described in the insured's trip registration (order) form, as well as during the route of the Insured on the territory of the Country of Domicile from the place of residence of the insured to the place of the commencement of the trip and back.

#### CHAPTER 3 Scope of the insurance benefit

- 3.1. This insurance is concluded as loss insurance.
- 3.2. Limit of the insurance benefit
  - 3.2.1. The insurance benefit provided by the Insurer for individual cases under any circumstances does not exceed the limit stipulated in the Summary of cover for each individual Insured and for one and all insured events arising during the insured period of this luggage insurance.
  - 3.2.2. The limit of insurance benefit for all valuables defined in the Article 1.1 of this Section hereof, is stipulated in the Summary of Cover above.
- 3.3. Fixing the amount of the insurance benefit



- 3.3.1. The insurance benefit shall be paid by the Insurer in the amount of insured sum which is equal to the value of luggage reduced by wear and tear, the amount of insurance benefit shall not exceed under no circumstances the limit stipulated in the Summary of Cover.
- 3.3.2. The insurance benefit in this insurance under no circumstances shall exceed an actual damage arisen to the luggage. This insurance shall not apply to any consequential or indirect damage incurred to the insured in sequence of damage covered by this insurance of luggage.

#### CHAPTER 4 Lost or stolen luggage/objects found

- 4.1. The insured/beneficiary is obliged to inform Insurer without undue delay by registered letter, that the luggage or object has been found.
- 4.2. In case the insurance benefit has not been paid yet, Insurer shall pay the insurance benefit according to these insurance conditions only up to the amount of loss for damaged or missing objects or luggage.
- 4.3. In case the insurance benefit has been paid already, the provision of the clauses 10. 5 and 10. 6, Part I hereof shall apply.

#### CHAPTER 5 Exclusions from the luggage insurance

- 5.1. Above and beyond the common exclusions stipulated in Chapter 3 of the part I of these insurance conditions this insurance shall not also apply to the events and their consequences:
  - 5.1.1. **Theft, destruction or loss:** 
    - following the decision of the administrative authorities or juridical authority in the given jurisdiction, or following a ban on transportation of certain objects
    - having occurred following move of the Insured
  - 5.1.2. Theft committed by employee of the Insured during performance of his/her duties
  - 5.1.3. Theft committed without breaking and entering or using a skeleton key
  - 5.1.4. Theft of objects committed in other than private place, and on which there is not carried out any constant attendance or guard duty
  - 5.1.5. Destruction resulting from a flaw in the object insured, its normal using and wearing or from tearing to shreds or from destruction caused by any liquids
  - 5.1.6. Destruction of fragile objects, in particular pottery or glass, porcelain and marble objects
  - 5.1.7. Theft of objects form tents or caravans, regardless its placing in campsites or not
  - 5.1.8. Objects lost, forgotten or misplaced by insured or by persons accompanying the insured
  - 5.1.9. Deterioration resulting from scratches, scraping, tearing or stains
  - 5.1.10. Damage to the object caused by smokers.
- 5.2. This insurance shall further not apply to the events when subject of event has been the followings objects:
  - 5.2.1. Personal identity cards, documents, credit cards, magnetic cards, transport tickets, cash, securities, keys





- 5.2.2. Hunting and/or sport arms and their accessories
- 5.2.3. All the sport equipment and accessories (e.g. windsurfing boards, golf equipment, surfboards, diving bottles, bicycles, paragliding equipment, parachutes, flying wings, boats; sport equipment for ski-alpinism, alpine and nordic-skiing and water skiing, especially ski, mono-ski, boots, sticks...), and mountaineering and other similar sport equipment and accessories
- 5.2.4. Objects serving to the performing the occupation or gainful activity, representative's collections, merchandised goods
- 5.2.5. Musical instruments, artwork or crafted items, antiquities, religious objects, collector's items
- 5.2.6. Spectacles (glasses and frames), contact lenses, dental prostheses and fittings of any type, except if such objects are destroyed or damaged during serious bodily injury sustained by the insured
- 5.2.7. Automobile accessories, objects furnishing caravans, camping-cars or boats
- 5.2.8. Perishable goods, wines and spirits, tobacco and smoker's requisites
- 5.2.9. Electronic games and accessories
- 5.2.10. Medical equipment, means of sanitary engineering, health aids, prostheses and medicines
- 5.2.11. Cigarettes and alcohol
- 5.2.12. Animals and plants

#### CHAPTER 6 Lodging a claim to insurance benefit

- 6.1. The insured is obliged to:
  - **In the event of theft of the luggage**: file a report at the nearest Police station(or similar act according to the respective jurisdiction) within 48 hours from the occurrence of.
  - In the event of total or partial destruction of the luggage: destruction must be duly recorded by respective Police, juridical or administrative authorities or by person having caused the damage; failing that, by a witness.
  - In the event of partial or total destruction or loss of the luggage during time when insured had no possibility for their custody, the Insured is obliged to ensure that the responsible employee of Transportation Company carries out a damage report.
- 6.2. **In case of any loss events** the insured is obliged to:
  - Take any and all measures and acts that may be reasonably required from the Insured to moderate the consequences of of the loss,
  - Inform the Insurer of the occurrence of the loss event by registered letter within 5 (five) working days following the date on which the insured became aware or could be aware thereof making an usual effort; this shall not apply if it is not possible in consequence of injury or of force majeure event; however, the above deadline is reduced to 48 (forty eight) hours for loss event caused by theft. The Insured shall inform the Insurer in written, to the address of Provider referred to in the Chapter 11 Information.
- 6.3. The Insurer is entitled to reduce payment of insurance benefit, in case the insured has missed the terms stipulated in the Articles 6.1.and 6.2.of this Chapter.





- 6.4. The Insured is further obliged to send to the InsurerInsurer any documents that are necessary for investigation of InsurerInsurer aimed to determining the scope of entitlement of the Insured to the insurance benefit, especially the following documents:
  - the insurance contract or a photocopy thereof
  - the damage or loss report
  - original purchase invoices
  - repair invoices
  - photographs of valuables

as well as any other documents which can be reasonable requested from the Insured and which shall be required by the InsurerInsurer in writing.

#### CHAPTER 8 Deductible amount

The Insurer shall not be liable for payment of insurance benefit up to the amount of the damage caused to the luggage, which is stipulated in the Summary of Cover as a deductible per insured event and which shall be paid by the Insured.

#### SECTION D. MEDICAL COSTS AND ASSISTANCE SERVICES INSURANCE

If the medical expenses, regarding which the Insurer has provided insurance benefit, are covered by public health insurance or other similar national health insurance system, and the Insured is subsequently entitled to their reimbursement from that insurance system, the Insured is obliged to take all steps to ensure that the Insurer can successfully claim recourse right for compensation of these medical expenses against that insurance or other similar system, including, inter alia, the insured raising the reimbursement claim in its own name but on the account of the Insurer.

#### CHAPTER 1 Object of the insurance and insurance benefit

- 1.1. The Insured is aware of and agrees that in case he/she decides to use assistance services according to this insurance, the assistance services will be provided by the Provider.
- 1.2. The insured peril in this insurance is the change of the health condition of the Insured as a consequence of a sudden injury or disease requiring the immediate and necessary health care. The insured peril in this insurance is also an advanced return of the Insured due to death or hospitalization of the family member of the Insured, who stayed in the Country of domicile.
- 1.3. The insured event in this insurance is medically necessary health care abroad induced by sudden disease or injury. The insured event shall also be death as a consequence of injury or disease. In case of advanced return due to injury or disease of the family member of the Insured, who stayed in the Country of Domicile, the insured event is death of the family member or his hospitalization for the period exceeding 7 days.
- 1.4. This insurance is concluded as loss insurance.
- 1.5. Scope of insurance benefit
  - 1.5.1. necessary and immediate health care of the Insured including:
    - necessary examination needed for determining the diagnosis and medical treatment,
    - necessary treatment,
    - necessary hospitalisation in the multiple-bed room with standard equipment,
    - necessary surgery operation,
    - necessary pharmaceuticals and means of medical equipment and devices prescribed by the physician,





- from the medical point of view necessary transport from the place of the occurrence of the insured event to the nearest first aid centre or medical facilities and transportation back to the place of stay,
- repatriation to the Country of Domicile
- legal aid costs
- 1.5.2. Necessary and immediate dental care of the Insured in order to remove sudden pain.
- 1.6. Regulatory physician shall mean the physician active for the Provider

#### 1.7. Medical assistance and reimbursement of medical and related expenses.

The Insurer shall provide the Insured with the medical assistance (hereinafter also referred to as "medical assistance service") organized by the Provider in the following scope and under following conditions:

- 1.7.1. The Insurer refunds all the costs according to this insurance only up to the amount of the limits stipulated in the Summary of Cover of this insurance (the deductible specified in the Summary of Cover will apply), and only for the period from admission to the inpatient care or the commencement of providing medical treatment in connection to the insured event up to and including the day, which is deemed by the regulatory physician as possible date of repatriation of the Insured.
- 1.7.2. Some parts of the insurance benefit of medical assistance services are provided in form of services in kind. Consequently, the assistance services which were not requested during the trip or which were not organized by the Provider, do not entitle the insured to reimbursement of loss.
- 1.7.3. The Insured is aware of and agrees that the decisions of the Regulatory physician of Provider are only made in the medical (and no other, e.g. property) interests of the insured.
- 1.7.4. Medical assistance service of the Provider will immediately contact the medical facilities on location where the insured event occurred, and, if necessary, general practitioner of the Insured, in order to collect all the information allowing medical assistance service and its regulatory physician make the decisions best suited to the health condition of the Insured.
- 1.7.5. In case the Insured does not agree with the decision of the Regulatory physician, the Insurer shall not be obliged to provide the insurance benefit from this insurance.
- 1.7.6. Should the Insured refuse to comply with the decisions made by regulatory physician; the Insurer is not obliged to provide insurance benefit ensuing form this insurance.
- 1.7.7. The Insured is aware of and agrees that Insurer or medical assistance service are not under any circumstances entitled to replace local, i.e. acting in the place of the occurred insured event, emergency rescue bodies, especially medical ones.

#### 1.8. In case health condition of Insured requires repatriation to the Country of Domicile:

- 1.8.1. The Insured agrees that his/her repatriation shall be decided and managed by the regulatory physician.
- 1.8.2. Insurer shall organize and cover repatriation of Insured, as soon as his health condition allows it, to his/her home in the Country of Domicile or to the medical facility in the Country of Domicile closest to his/her home, and/or to the hospital in the Country of Domicile best equipped to provide the care required by the health condition of the Insured.
- 1.8.3. The Insurer shall refund, up to the limit amount stipulated in the limits of this insurance, the proved and documented accommodation costs of the Insured, for the period from the day on which the





Insured missed the originally planned return day due to insured event, up to the day of Insured's repatriation to his/her Country of domicile.

- 1.8.4. The Insurer shall also refund additional accommodation costs of the family members of the Insured up to the limits stated in the Summary of Cover, if it is necessary for the family member(s) to stay to accompany the Insured up to the day of the repatriation of the Insured to the Country of domicile.
- 1.8.5. The Insurer shall also refund additional proved and documented transport costs for the family members of the Insured by virtue of the present contract accompanying the Insured, up to the limit stipulated in Summary of Cover, insofar as the means initially planned for their return to the Country of Domicile can no longer be used owing to the said repatriation of the Insured.

#### 1.9. In case the insured must be hospitalized on the spot:

- 1.9.1. In case the Insured is hospitalized in the place of the occurrence of the insured event for a period exceeding 7 (seven) calendar days and the condition of the insured does not allow his repatriation to his/her Country of Domicile, the Insurer shall reimburse the documented and proved costs of the return ticket for a family member of the Insured from the Country of Domicile to the place of hospitalisation of the Insured.
- 1.9.2. Provided that proof be submitted and up to the limit stated in the Summary of Cover, the Insurer shall refund the documented and proved costs of accommodation for the family member of the Insured mentioned in Article 1.9.1., until the day of repatriation of the Insured.
- 1.9.3. The insurer shall pay the insured person pocket money during the period of his/her hospitalisation in the place in the amount and for the period specified in the Summary of the insurance coverage. This insurance of the pocket money is agreed as the amount insurance.

#### 1.10. In case of death of the Insured

In the event of the death of the Insured as consequence of injury or disease according to this insurance, the Insurer shall:

- 1.10.1. Organize and cover costs of transportation of remains of the Insured from the place it was placed in the coffin immediately after the insured event to the place of burial of the Insured in the Country of Domicile.
- 1.10.2. organize and cover the additional transport costs for the family members of the Insured accompanying the remains of the deceased Insured, up to the limits stipulated in Summary of Cover, insofar as the means initially planned for their return to the Country of Domicile can no longer be used owing to the said repatriation of the remains of the Insured
- 1.10.3. The Insurer shall not pay the funeral costs

#### 1.11. Some provisions in respect to means of providing insurance benefit

- 1.11.1. The Insurer is entitled to decide in which manner it shall carry out the transportation within the framework of repatriation, if it shall be carried out e.g. by train 1st class, or by airplane, economy class, by ambulance car, by air special, by taxi or by any other suitable manner.
- 1.11.2. In case of providing the insurance benefit of repatriation applies that all claims of the Insured relating to the returns of the price for unused flight / transportation tickets which has been bought originally by the Insured in connection with the trip, regardless if it concerns single or return journey, shall be transferred to the Insurer.



- 1.11.3. The assistance service shall provide the Insured in accordance with this insurance with legal aid in connection with the insured event according to this section hereof and in such a case the Insurer shall pay the costs of the provided legal aid up to the amount of the compensation limit specified in the Summary of cover. This shall not apply to events that have occurred in connection with the driving of a motor vehicle, plane or vessel including water scooters by the Insured, with performance of his/her job or business activities, or if the Insured has been accused of an intentional criminal offence including accusation of keeping or handling habitmaking substances or weapons, and/or if the Insured is accused of participation in political, religious or any other similar movement. The legal aid shall not include payment of an arrest bail or any other bail ordered by a court or by any other relevant authority, unless it is hereinafter specified otherwise.
- 1.11.4. Insurer provides his assistance services according to this insurance always in scope allowed according to valid and effective generally binding legal regulations and rules including decisions and permissions of respective bodies and authorities of public administration and judicial bodies in the territory, where the assistance service is provided.
- 1.11.5. The Insurer cannot be held liable for any delay in or failure to provide the services according to this insurance in the event of force majeure or occurrences such as strikes, riots, demonstrations, restrictions of free circulation of goods, sabotage, terrorism, civil or foreign war, and consequences of the effects of a source of radioactivity or any other accidental event.

#### CHAPTER 2 Inception and duration of the insurance, insured period

- 2.1. The insurance commences at the moment the Policy is concluded with Insurer. The Policy proposal may be accepted also by payment of the insurance premium. The insurance agreement policy must be concluded at the moment of binding booking of the trip via the website <u>www.klm.com</u>.
- 2.2. The insurance shall last for to the whole period of the trip in the maximum of 62 consecutive calendar days sold by the travel agency unless otherwise specified in the special part of these insurance conditions, i.e. from the moment of checking in at the airport in the country of the Insured's residence, during the journey to the destination, and shall be terminated at the latest at the moment of checking out at the airport in the country of the Insured's residence after the return journey

#### CHAPTER 3 Exclusions from the medical expenses and assistance services insurance

# Above and beyond the exclusions common to all the guarantees (chapter 3 of the part I of these Terms and conditions), the following are also excluded:

- 3.1. any and all costs incurred without the prior approval of the Provider
- 3.2. any and all costs for medical treatment not necessary and urgent from the medical point of view (e.g. preventive health care or, costs of vaccination and consequences of reactions to it, except anti-tetanus vaccination in relation to injury), or planned operations,

#### 3.3. voluntary termination of pregnancy, in-vitro fertilization and the consequences thereof,

- 3.4. any expenses incurred in the case when it was from the medical point of view possible to postpone the treatment until after the return of the Insured to the country of domicile.
- 3.5. any expenses incurred after the Insured refused to be transported to the country of domicile, the treatment or necessary medical examinations provided by a qualified medical practitioner, appointed by the Insurer.
- 3.6. trips undertaken with a diagnosis and/or treatment objective





- 3.7. balneotherapy, heliotherapy, slimming, rejuvenation and any "well-being" or aesthetic treatment, physical therapy expenses
- 3.8. dental costs, other than emergency treatment,
- 3.9. implant, prosthesis, fitting and optical costs
- 3.10. expenses incurred in the Country of Domicile
- 3.11. contraception, or cost of sterilization
- 3.12. care or treatment of therapeutic nature which is not recognized (which is not lege artis) in the Country of Domicile, for avoidance of doubts it is stipulated that this exclusion shall not apply in case of homeopathic and placebo effects pharmaceuticals
- 3.13. any expenses incurred in connection with purchase, making and repairs of spectacles, contact lenses, hearing aids and dentures; except for simple repairs of dentures up to the cover limit for dental treatment, if damaged or destructed in relation to the injury of the Insured, requiring immediate medical treatment
- 3.14. care or treatment provided by a family member
- 3.15. any expenses incurred in connection with the stay of the insured in a recuperation home, sanatorium, spa and similar facility, or incurred for physical therapy, chiropractic treatment, radiation or psychotherapeutic treatment.
- 3.16. costs of any beauty surgery and for surgery treating the chronic consequences of an accident

#### CHAPTER 4 Application for insurance benefit

4.1. Insured or a person assigned by the Insured, shall be obliged to contact the Provider as soon as possible by telephone or fax or have a third party to contact the Provider, in case an injury or disease occurred which could lead to loss event on telephone number +420 283 002 899.

# 4.2. <u>The insured is obliged to report the occurrence of the insured event to the Provider within the duration of the insurance, otherwise this claim for insurance benefit elapses.</u>

- 4.3. <u>The Insured is obliged to report immediately to the Provider the following information:</u>
  - the policy number,
  - address and telephone number where the Insured can be contacted, as well as the contact information for the people taking care of the insured,
- 4.4. The Insured/beneficiary is obliged to allow physicians of the Insurer or the Provider process sensitive personal data, i.e. namely the information of health condition of the Insured, and explicitly agree and allow the physicians of Insurer or Provider have access to any and all medical information concerning the Insured and to allow process such data and information in the scope necessary for fulfilment of the Insurer's obligation to provide insurance benefit. In case such consent is not cancelled by the Insured, the Insurer shall not be obliged to provide insurance benefit according to this Section hereof.

The Insured/beneficiary is obliged to submit to the Insurer or Provider, upon request, all the documents serving as grounds for the claim without undue delay and which can be reasonably asked.





#### DO YOU NEED OUR ASSISTANCE ?

Call our tel. No.: +420 283 002 899

Translation from Czech Should any difference in meaning arise the authentic text in Czech language shall be held to prevail.