

Excerpt from insurance terms and conditions for medical expenses and assistance services for foreign nationals staying in the Czech Republic

General section

1. Introductory provisions

1.1. Travel insurance provided by UNIQA pojišťovna, a.s. (hereinafter the “insurer”) is governed by the legislation of the Czech Republic (hereinafter “CZ”). It is governed by the Insurance Contract Act, the Insurance Act, the relevant provisions of the Civil Code, these general insurance terms and conditions (hereinafter “GITC”) and contractual provisions. If any of the above terms and conditions includes different arrangements, in accordance with legislation, the provisions specified in the insurance terms and conditions or in the insurance contract will apply.

1.2. The following types of insurance can be arranged as part of travel insurance, each being governed by a special section of these GITC:

- A) Medical expenses insurance
- B) Assistance services insurance
- C) Accident insurance
- D) Liability insurance
- E) Luggage insurance
- F) Cancellation fee insurance

1.3. The types of insurance listed in point 1.2 under A), B), D), E) and F) are concluded as unvalued policies and the type of insurance listed under C) is concluded as a valued policy.

2. General provisions

2.1. Based on the insurance contract, the insurer undertakes to pay the policyholder an agreed benefit in the event of an insured event and the policyholder undertakes to pay the insurer an agreed premium.

2.2. The policy limit and insured party’s excess for individual types of travel insurance is specified in the insurance contract. Excess is understood as the initial sum paid by the insured party for each insured event, which the insurer will deduct from the awarded insurance benefit.

2.3. Legal acts relating to insurance must be executed in writing. All changes must be made in writing, or they will be considered invalid.

3. Duration of insurance, insurance period

3.1. All types of travel insurance, with the exception of cancellation fee insurance, begin at 0.00 of the day designated as the commencement date of insurance in the insurance contract, though no earlier than the date and time insurance is concluded, and end at 24.00 of the day designated as the final day of insurance in the insurance contract. Cancellation fee insurance begins from the time and date insurance is concluded and ends at 24.00 of the day designated as the commencement date of insurance in the insurance contract.

3.2. The insurance contract becomes effective no sooner than on payment of the full single premium, unless agreed otherwise in the insurance contract.

3.3. Travel insurance cannot be interrupted, unless agreed otherwise.

4. Regional applicability

4.1. Medical expenses insurance and assistance services insurance for foreign nationals only applies in CZ.

5. Premiums

5.1. Premiums are understood as payment for the provision of insurance. The premium amount is determined on the basis of rates set by the insurer for individual types of insurance according to actuarial mathematic principles.

5.2. A premium is set for the entire insurance period (single premium), unless agreed otherwise in the insurance contract.

6. Insurance benefit

6.1. The insurer pays insurance benefits to a maximum of the agreed policy limit. The insurance contract can also include excess payable by the insured party.

6.2. Insurance benefits are payable within 15 days of the date the insurer concludes its investigation to determine the extent of its obligation to pay insurance benefits. The insurer must complete its investigations within 3 months of notification of the insured event associated with a request for payment. If the insurer cannot complete its investigation in this period, the insurer must inform the person who may be or is entitled to the insurance benefit of the reasons why it cannot complete its investigation and provide a reasonable advance on request. The period of investigation can be extended by agreement. This period does not run if the investigation is prevented or complicated by the beneficiary, policyholder or insured party.

6.3. Insurance benefits are payable in CZ and in local currency, unless agreed otherwise in the insurance contract. The CNB exchange rate on the first working day of the month in which the insurance claim is settled is used for foreign currency conversion.

6.4. The insurer is entitled to reduce the insurance benefit, in the case of unvalued policies, by the amount of compensation provided by a third party obliged to pay damages resulting from an insured event.

7. Cancellation of insurance

7.1. Both the insurer and the policyholder have the right to give notice on insurance within 2 months of the date the insurance contract was concluded. The eight-day term of notice begins to run on the day notice is delivered and insurance lapses on expiry of this period.

7.2. Both the insurer and the policyholder can cancel an unvalued policy within 3 months of receipt of notice of an insured event. The 1 month term of notice begins to run on the day notice is delivered and insurance lapses on expiry of this period.

7.3. Insurance also lapses on the day specified in a written agreement between the insurer and the policyholder, or the expiry of the period for which insurance was agreed.

8. Policyholder and insured party's rights and obligations

8.1. In the case of insurance of another party's insurance risk, the policyholder must inform the insured party of the content of the insurance contract relating to the insurance of its risk.

8.2. Apart from the obligations prescribed by legislation, the policyholder or insured party must also:

- a) take reasonable care to ensure an insured event does not occur and take all possible measures to prevent or minimise its consequences (especially by seeking medical attention without delay);
- b) follow the instructions of assistance services, the insurer's instructions in carnet, GITC, these provisions and the insurance contract;
- c) in the event expenses were not directly paid by assistance services or the insurer, immediately notify the insurer of an insured event in writing – no later than 30 days after the incident occurred;
- d) fill in and send notification of an insured event and the required documents to the insurer without delay, or provide additional information and submit further required documents regarding the insured event at the insurer's request; all submitted documents must be issued in English, German or Czech – in the opposite case, the insurer will arrange their translation at the insured party's expense;
- e) provide the insurer with truthful information on the incidence, course and consequences of the insured event and, in case of doubt, substantiate his/her entitlement to insurance benefits to the insurer;
- f) provide the insurer with all necessary cooperation in the investigation of the insured event, especially, to notify the insurer of any other insurers and policy limits agreed in other insurance contracts, including travel insurance included as part of card programmes;
- g) relieve third parties of the duty of nondisclosure (especially physicians) on matters relating to the insured event at the insurer's request;
- h) secure compensation for damages caused by the insured event or similar rights from third parties and transfer these rights to the insurer in writing up to the amount provided or to be provided in payment.

8.3. The policyholder, insured party or beneficiary have the right to submit a complaint to the insurer's control body or CNB (insurance company regulation and supervision section).

9. Insurer's rights and obligations

9.1. The insurer has the right to reduce the insurance benefit if the insured party fails to comply with contractually agreed obligations, especially in the case of late notification of an insured event and in the case of incomplete data in the notification of an insured event, if this complicates investigation of the extent of damages.

10. Delivery

10.1. The insurer will deliver documents and correspondence by post or in some other suitable manner.

10.2. If documents or correspondence cannot be delivered to the addressee, where the addressee is known to be at the given address, documents or correspondence can be delivered to another adult person living in the same apartment or building, working at the same place of business or employed at the same workplace, if this person is willing to deliver the documents or correspondence. If documents or correspondence cannot be delivered in this way, documents or correspondence will be left with the post office, which will request the addressee to collect the delivery in a suitable manner. If the addressee fails to collect documents or correspondence within 10 days of deposit, the last day of this period is considered as the day of delivery, even if the addressee did not learn of their lodgement at the post office. Unless ascertained otherwise, the addressee is assumed to be found at the place of delivery.

11. Authenticity of text

11.1. The Czech text of the General Insurance Terms and Conditions for Travel Insurance and Contractual Provisions for Medical Expenses Insurance and Assistance Services for Foreign Nationals Staying in the Czech Republic is considered as authentic.

Special section

Part A – Medical expenses insurance

Differently to the GITC, the following scope of insurance is agreed for medical expenses:

Article 1 – Subject of insurance

1. The subject of insurance is essential and demonstrable expenses incurred by the insured party as part of essential medical treatment resulting from injury or the insured party's sudden illness.

Article 2 – Insured event

1. An insured event in medical expenses insurance is the injury or unforeseen acute illness of the insured party in CZ requiring outpatient or hospital treatment or therapy.
2. The insurer or insurer's assistance service will pay the insured party's expenses in relation to essential and appropriate medical care as a result of injury or the insured party's sudden illness. Unless agreed otherwise in the insurance contract, these expenses are understood to include:
 - a) outpatient medical treatment;
 - b) hospitalisation in a standard room for the period absolutely necessary, supported by a medical report, i.e. treatment, medical procedures and operations that could not be delayed in view of the insured party's state of health;
 - c) dental treatment resulting from injury or as first aid for the insured party; only treatment to alleviate pain is covered (simple fillings or extraction);
 - d) medication prescribed by a physician, where such medication does not include nutritional, fortifying or vitamin preparations, preventative, supportive, addictive or cosmetic products;
 - e) transport to the nearest suitable medical facility (or visit by a physician) if the insured party is not capable of transport by standard means; transport from the physician to the nearest suitable specialised hospital, all as part of essential and urgent medical treatment; transport by helicopter, only for injuries requiring the immediate hospitalisation of the insured party.

Article 3 – Insurance benefit

1. In the case of a need for outpatient treatment, the insured party can contact the insurer's assistance service, which will provide advice or assistance in finding medical treatment. If the attending physician does not accept the guarantee of payment provided by the insurer through its assistance service, the insured party will pay outpatient medical expenses in the sense of this insurance to the physician or medical facility directly, in cash, on the spot. The insured party will then submit the document of payment to the insurer without delay. The insurer will remit the corresponding insurance benefit to the insured party in domestic currency, either directly or through its assistance service.
2. On hospitalisation, the insured party must immediately contact the insurer's assistance service given in the insurance contract. The insured party must present his/her assistance card at the

hospital. The insurer will pay expenses connected to hospital treatment directly or through its assistance service.

Article 4 – Exclusions from insurance

1. The insurer is not obliged to pay insurance benefits in the case of:
 - a) illness or injury incurred by the insured party in disturbing the peace or committing a crime by which he/she violated the legislation of the given country, in relation to war or unrest, attempted suicide or self injury; in the case of illness or injury incurred following the consumption of alcohol, the insurer can reduce the amount of insurance benefit paid;
 - b) pregnancy tests, abortions, any complications after the sixth month of pregnancy, birth, infertility tests and treatment, IVF, sterility treatment, contraception;
 - c) stays at a spa, sanatorium, treatment facility, convalescent centre, therapeutic facility, etc.;
 - d) procedures that were not unconditionally necessary, such as preventative examinations and checkups, prophylactic vaccination, cosmetic treatment and results, chiropractic procedures or therapy, dental and orthodontic procedures, the fabrication and repair of dentures, braces, prosthetic devices, glasses, contact lenses, hearing aids;
 - e) mental or psychological illnesses or disorders (e.g. psychoanalytical or psychotherapeutic treatment, etc.);
 - f) sexual diseases or AIDS;
 - g) procedures conducted outside of medical facilities that are not carried out by a physician or nurse with qualifications or treatment that is not scientifically or medically recognised;
 - h) above standard care, physical treatment or rehabilitation;
 - i) specialist dental care – payment is only provided for the treatment of urgent painful cases (extraction, simple fillings);
 - j) treatment or operation of chronic illnesses if the illness required hospitalisation in the previous 12 months, progressed or caused significant changes in the use of medication;
 - k) medical treatment for illness or injury that existed prior to the conclusion of the insurance contract;
 - l) illness or injury resulting from practising dangerous sports, i.e. rafting, other white water sports, parasailing, parachuting, hang gliding, paragliding, sail gliding and all forms of flight, all forms of motor and aviation sports, ballooning, mountain climbing over 2,500 m above sea level, speleology, scuba diving, martial arts, skateboarding, ski acrobatics and ski jumping, motor sports on snow, ice or water, other similar types of dangerous sports or publicly organised sporting competitions or races in any type of sport or professional sport, provided supplementary insurance for dangerous sports has not been concluded in the insurance contract;
 - m) illness or injury resulting from winter sports, i.e. alpine skiing and snowboarding on marked runs and routes, cross country skiing, ice skating, speed skating, bobsleighbing, skibobs and sports sleds, provided supplementary insurance for winter sports has not been concluded in the insurance contract;
 - n) illness or injury resulting from bungee jumping, canyoneering, skiing and snowboarding off marked runs and routes, ski mountaineering and mountain climbing.

Article 5 – Insured party's obligations

1. If an insured event occurs, the insured party must, apart from the obligations specified in the general section of these GITC, also:
 - a) take all steps that can be reasonably expected to minimise the consequences of the insured event, especially by seeking medical attention without delay and presenting his/her document of insurance;
 - b) follow the instructions of the attending physician and prescribed medical regime;
 - c) submit the original copy of medical findings, diagnoses, lists of procedures, hospital and medication bills and any other documents required to determine the insurance benefit to the insurer;
 - d) transfer the insured party's claims against third parties to the insurer, up to the amount of expenses paid by the insurer;
 - e) release medical service providers or other third parties of their duty of nondisclosure at the insurer's request and authorise the insurer to obtain data on his/her state of health for the purposes of investigating the insured event;
 - f) allow him/herself to be examined by a physician designated by the insurer.

Part B – Assistance services insurance

Differently to the GITC, the following scope of insurance is agreed for assistance services:

Article 1 – Subject of insurance

1. The subject of insurance is the following demonstrable expenses or services:
 - a) repatriation expenses for the insured party;
 - b) repatriation expenses for the insured party's bodily remains;
 - c) search and rescue expenses.

Article 2 – Insured event

1. The insurer will pay for demonstrable expenses or services under the terms and conditions specified in this article, either directly or through its assistance service. Unless agreed otherwise in the insurance contract, these expenses or services are understood to include:
 - a) repatriation expenses for the insured party;
The insurer will pay for the transport of the insured party (who is unable to travel by standard means) from CZ to the country whose passport the insured party holds or other country in which the insured party has a residency permit, on the condition that the insurer or its assistance service decides on the time, manner and organisation of transport following discussion with the attending physician. The insurer will order repatriation as soon as this is possible according to the insured party's state of health. If transport is possible from a medical perspective, yet the insured party refuses transport, the insurer's obligation to provide insurance benefits under medical expenses insurance lapses from that moment.
The insurer is not liable for expenses incurred after the insured party's prearranged repatriation due to non-participation in public health insurance or the operating deficiencies of medical facilities.
 - b) repatriation expenses for the insured party's bodily remains;
The insurer will pay for the transport of the insured party's bodily remains following his/her death as a result of an insured event or due to natural causes from CZ to the country whose passport the insured party holds or other country in which the insured party has a residency permit, on the condition that the insurer or its assistance service decides on the time, manner and organisation of transport.
 - c) search and rescue expenses;
The insurer will pay expenses specifically incurred in the diversion of an imminently threatening insured event or to minimise the consequences of an already occurred insured event, including expenses for search and rescue activities.

Differently to the GITC, the following expenses and services are not the subject of assistance service insurance:

- expenses associated with the dispatch of a guardian
- expenses resulting from a premature return from an insured trip
- expenses incurred as a result of the missed departure of public transport
- legal expenses abroad, including the mediation of legal assistance
- expenses resulting from the loss of travel documents
- compensation for the detention of the insured party in the event of plane or bus hijacking
- mediation of financial assistance for the insured party

Article 3 – Insurance benefit

1. The insurer will pay expenses and services listed in these provisions, Part B, Article 2, paragraph 1c) up to a maximum of 2% of the policy limit agreed in the insurance contract for assistance services insurance, unless agreed otherwise in the insurance contract.
2. The insurance benefit paid under assistance services insurance cannot exceed the policy limit agreed in the insurance contract.

Article 4 - Exclusions from insurance

1. The insurer is not obliged to pay insurance benefits for repatriation expenses for the insured party or repatriation expenses for the insured party's bodily remains in the cases specified in these provisions, Part A, Article 4, paragraph 1a) to 1n).