



# Insurance Terms for Comprehensive Health Insurance for Foreigners - PREMIUM

PP KZPC – PREMIUM of 1 April 2024

## I. Introductory Provisions

1. Comprehensive Health Insurance for Foreigners – PREMIUM is regulated in the insurance policy and the Insurance Terms for Comprehensive Health Insurance of Foreigners – PREMIUM – PP KZPC – PREMIUM of 1 April 2024 (“Insurance Terms”). These Insurance Terms form an integral part of the insurance policy.
2. The insurance policy is entered into by the insurer INTER PARTNER ASSISTANCE, S.A., having its registered office at 7 Boulevard du Régent, 1000, Brussels, Belgium, registered in the Commercial Register administered by Greffe de Tribunal de commerce de Bruxelles under the registration number 0415591055, acting in the Czech Republic through INTER PARTNER ASSISTANCE, organizační složka, having its registered office at Hvězdova 1689/2a, 140 00, Prague 4, Company ID No. 28225619, registered in the Commercial Register administered by the Municipal Court in Prague under File Reference No. A 59647.
3. The insurance is governed by the Act No. 326/1999 Coll., on the residence of foreigners in the Czech Republic, the Act No. 89/2012 Coll., Civil Code, and other generally binding legal regulations of the Czech Republic, by These Insurance Terms, and the provisions of the insurance policy. If These Insurance Terms or the insurance policy contain a provision differing from the provisions of the Civil Code where admitted by the Civil Code, the regulation contained in the insurance policy and in These Insurance Terms shall apply. If the insurance policy or These Insurance Terms up to not contain a different provision or if they up to not contain any provisions, the provisions of the Civil Code shall apply.

## II. General Information

### Article 1. Types of Insurance

1. Comprehensive Health Insurance (the “Insurance”) is especially intended to cover the insured person’s health care via the insurer’s contractual health services providers with an aim to preserve his/her health in the same condition as prior to the insurance policy conclusion. Comprehensive Health Insurance applies to tourist, study and work visit of a foreigner in the territory of the Czech Republic.
2. Comprehensive Health Insurance is taken out in the following set of insurance risks:
  - a) Comprehensive health care insurance;
  - b) Liability insurance;
  - c) Luggage insurance;
  - d) Accident insurance;
  - e) Telemedicine insurance.
3. The limits of the insurance payment for the individual insurance policies shown in the table Summary of Insurance Payments under Clause 6 of this article represent the upper limit of the insurance payment that the insurer shall provide per one insured person for the entire insurance period apart from the comprehensive health care.
4. The overall limit for comprehensive health care insurance is the upper limit of the insurance payment that the insurer will provide for each insured events and one insured person under the comprehensive health care insurance.
5. The overall limit for the luggage insurance is the upper limit of the insurance payment that the insurer will provide for one insured person for the entire insurance period under the luggage insurance.
6. If an excess is indicated in the table Summary of Insurance Payments, it shall be deducted from the above insurance payments.

## 7. Summary of insurance payments:

SUMMARY OF INSURANCE PAYMENTS	
<b>Comprehensive Health Care Insurance</b>	
Upper limit of total limit of insurance benefit	25 000 000 CZK / EUR 1,000,000
– Repatriation and transport	actual costs up to the overall limit
– Necessary and urgent dental treatment	20 000 CZK / EUR 800
– Assistance services	Yes
– Contribution to premium health services: dental hygiene, vitamins, medical aids, optional vaccinations	2 500 CZK / EUR 100 / year
<b>Liability insurance</b>	
To health	2 500 000 CZK / EUR 100,000
To property	1 250 000 CZK / EUR 50,000
Insured person's excess insurance	2 500 CZK / EUR 100
<b>Luggage insurance</b>	
Total limit	12 500 CZK / EUR 500
– Limit per one item	6 000 CZK / EUR 250
– Loss of personal documents	2 500 CZK / EUR 100
– Electronics, sports equipment	6 000 CZK / EUR 250
<b>Accident insurance</b>	
Fatal injury	120 000 CZK / EUR 5,000
Permanent disability due to injury	250 000 CZK / EUR 10,000
<b>Telemedicine insurance</b>	Yes

### Article 2. Definitions of Terms

**Assistance service** is a legal entity who provides the insured person with assistance services on behalf of the insurer and who represents the insurer in the claiming, investigation and liquidation of damage events. Assistance services are provided by AXA ASSISTANCE CZ, s.r.o. If These Insurance Terms confer rights and obligations on the insurer, the assistance service has the same rights and obligations.

**Ordinary sports** are the following ordinary recreational sports activities and sports practised at a recreational level: aerobics, airsoft, aquaerobics, badminton, baseball, basketball, running, cross-country skiing on marked trails, boccia, bowling, bridge, ice skating, boomerang, bungee running, bungee trampoline, curling, cycling, cycling, dragboat – dragon boats, fitness and bodybuilding, floorball, footbag, soccer, frisbee, goalball, golf, handball, mountain biking (except downhill), cheerleaders (cheerleaders), pedal boating, yoga, card and other board games, rounders, rounders, football, korfbal, cricket, billiards, marbles, bodybuilding, skittles, archery, skiing on marked routes, methane, low rope obstacles (up to 1.5 m), mini trampoline, modern gymnastics, football, orienteering (including radio), petanque, swimming, beach volleyball, showdown, snowboarding on marked routes, softball, spinning, sports modelling, sports fishing, shooting sports (target shooting with firearms), squash, table football, table hockey, table board games, table tennis, streetball, synchronised swimming, chess, sport fencing (classical), darts, snorkelling, ballroom dancing, tennis, tchoukball, rowing, water skiing, water polo, volleyball, hiking in the high mountains on marked paths without climbing aids and Via Ferrata of A difficulty level, juggling (diabolo, fireshow, juggling, yoyo), and other sports of similar risk.

**Valuables** are objects that have, in addition to their own utilitarian value, another value, e.g. artistic, historical, collector's value; it may be a smaller object of higher value, e.g. precious metal products, precious stones, pearls, valuable stamps, coins.

**Foreigner** is a natural person who is not a citizen of the Czech Republic.

**Waiting period** is the period of time during which the insurer is not obliged to provide insurance payment for events that would otherwise be insured events. The waiting period is calculated from the date of the beginning of the insurance period.

**Dental hygiene** is a preventive procedure performed by a qualified dental hygienist or dentist to remove plaque, tartar and other sediments forming in the oral cavity.

**Single premium** is a premium set for the entire insurance period. The single premium is always payable in full to the insurer.

**Comprehensive health care** is health care covered by insurance which is similar in scope to public health insurance in the territory of the Czech Republic, but with the agreed exclusions from insurance specified in Article 8, Part II, Article 2, Part II, Clause A of These Insurance Terms and with the agreed limits of insurance payments specified in Article 1, Clause 6, Part I of These Insurance Terms.

**Burglary** is the theft of a thing caused by the offender taking possession of the thing by forcibly breaking the lock or by other violent or unlawful conduct.

**Robbery** refers to the use of violence or a threat of imminent violence against another person with the intent to take possession of the other person's property.

**Dangerous and risky sports and activities** are those activities whose risks exceed the normal risk of the sporting activity, such as rope jumping, skiing, parachuting, powered and unpowered flying of all kinds, mountaineering of all kinds, water skiing, river rafting of all kinds and diving of all kinds, ski mountaineering, skiing and snowboarding outside the designated routes or outside the designated hours of operation on the designated routes, acrobatic skiing, bobsledding and skibobbing, snowrafting, motor sports of all kinds, motor sports on snow, ice and water, canyoning and caving, stunt work, combat sports, off-road mountain biking, horse riding, skateboarding, skeleton, in-line skating and activities leading to the breaking of sporting records and other extreme and adrenaline sports. The insurer decides on the danger of sports and activities.

**Fixed amount-based** insurance means that an agreed financial amount will be paid to the insured person as the entitled person should an insured event occur.

**Usual price** is a price that an item had immediately before the insured event; it is determined from the new price of the item, whereas a degree of wear or other devaluation or valuation of the item, which occurred after its repair, modernisation, or by other means is taken into account.

**Valuation table** refers to the table by which we assess the amount of the permanent disablement payment depending on the extent of the bodily injury as a result of an accident under the accident insurance. The table is part of the insurance terms.

**Entitled person** is a person for whom the right to insurance payment arises should an insured event occur.

**Close person** is, according to Section 22 of the Civil Code, a relative in the direct line, a sibling, a spouse, a partner according to another law regulating registered partnerships; other persons in a family or similar relationship shall be deemed to be close to each other if the injury suffered by one of them would reasonably be perceived by the other as their own. Further, close persons are also persons who are considered in-laws or who permanently live together.

**Personal documents** for the purposes of this insurance include the ID card, passport, and driving licence.

**Insurance period** is the period for which the insurance is agreed.

**Insured event** is an accidental damage event covered by the insurance, as specified in the insurance policy or insurance terms, which occurs during the insurance period and which gives rise to the insurer's obligation to provide the policyholder or a third party with insurance payment in accordance with the provisions of the insurance terms.

**Insurance payment** is performance by the insurer in association with an insured event, which the insurer is obliged to provide in compliance with the content of the insurance terms and/or the contractual provisions concerning the insurance policy.

**Policyholder** is the person who has entered into the insurance policy with the insurer.

**Insurance** is a legal relationship established by an insurance contract by which the insurer undertakes to the policyholder to provide the entitled person with the insurance payment if an insured event occurs, and the policyholder undertakes to pay to the insurer the premium.

**Insured person** is the natural person named in the insurance policy.

**Work visit** is a stay connected with the exercise of a business, profession, occupation or other gainful activity.

**Professional sport** is achievement of sports result for a fee or other remuneration.

**Study visit** is a stay for the purpose of study.

**Damage event** denotes an accidental event that occurs during the term of insurance and which could give rise to a claim for insurance payment under These Insurance Terms. If the terms set out in These Insurance Terms are met, the damage event becomes an insured event and the insurer becomes obliged to provide insurance payment.

**Damage insurance** refers to insurance the purpose of which is to compensate for damage resulting from an insured event. This includes damage suffered by the insured person or damage the insured person caused to a third party.

**Excess** is an amount paid by the insured person as contribution to the insured event that decreases the insurance payment.

**Act of terrorism** is the use of force or violence, or the threat of force or violence, by any person or group of people, alone or in association with any organisation or government, committed for political, religious, ideological or ethnic reasons or purposes, causing harm to human health, tangible or intangible property or infrastructure, including the intention to influence any government, intimidate a population or part of a population.

**Tourist visit** is a recreational and/or sightseeing stay, including the practice of normal sports and activities at a recreational level; a tourist stay does not include the practice of dangerous and risky sports and activities.

**Injury** is an unexpected and sudden action of external forces or own bodily force, independent of the will of the insured person, occurring during the insurance period and causing damage to the insured person's health or the insured person's death. The notion of injury also includes:

- a) An illness that has been solely caused as a result of an injury;
- b) Suppuration at the wound site caused by an injury, as well as tetanus infection sustained as a result of an injury;
- c) Specialist interventions to treat the consequences of an injury or prevent them from worsening;
- d) Drowning;
- e) Sprains, tears or ruptures of muscles, tendons, ligaments and joint capsules caused by the action of the body's own or other forces;
- f) Injuries caused by electric current or lightning.

**Publicly organised sports competition** (the "competition") is a competition organised by any physical education or other organisation, sports or other club, as well as any preparation for such activity or pre-organised expedition with the aim of achieving specific sporting results.

**Luggage compartment** is a place for the carriage of luggage only, i.e. a place different and separate from the passenger compartment and not visible from the outside.

**Premium health services** refer to health services that exceed, in terms of their scope, the standard scope of health care provided by public health insurance. Premium health services include a contribution to the purchase of nutritional supplements and vitamins at a pharmacy, optional vaccinations or medical devices that are not covered by public health insurance, and the use of dental hygiene services.

**Natural disaster** is the action of a natural force, especially if it is destructive. For the purposes of this insurance, natural disasters includes: fire, explosion, lightning, wind storm, hail, flood, avalanche, landslide, volcanic activity, earthquake, etc.

### Article 3. Conclusion of Insurance Policy

1. The insurance policy, the subject matter of which is insurance, is concluded by payment of the premium in the amount and by the deadline specified in the draft insurance policy. If the policyholder fails to pay the premium by the deadline specified in the preceding sentence, the draft insurance policy shall expire.
2. The insurance policy and other legal acts concerning the insurance must be executed in writing, unless otherwise provided in These Insurance Terms.

#### **Article 4. Insurance Premiums**

1. Premiums represent the consideration for the insurance and include the insurer's anticipated costs of the insurance payment, administrative costs, profit and loss prevention costs. The amount of the premium is determined by the insurer on the basis of actuarial methods using its own statistical data.
2. The amount of the premium is specified in the draft insurance policy. The premium is payable in Czech crowns. The premium is payable on a one-time basis.
3. The premium shall be considered paid:
  - a) At the moment the premium is credited in the insurer's bank account where the policyholder pays the premium to the insurer;
  - b) At the moment the premium is credited in the bank account of the insurer's sales representative where the policyholder pays the premium to the sales representative;
  - c) At the moment cash is handed over to the insurer's sales representative where the policyholder pays the premium in cash to the sales representative.
4. The insurer is entitled to the insurance premium for the entire insurance period.

#### **Article 5. Insurance Period**

1. If an insurance policy is concluded, the insurance commences (i.e. takes effect) at 00:00 on the date specified in the insurance policy as the insurance commencement date.
2. The insurance is taken out for the insurance period specified in the insurance policy and ends at 24:00 on the day specified in the insurance policy as the insurance termination date.
3. The insurance shall cease to exist:
  - a) Upon the expiry of the insurance period;
  - b) Upon the insured person's death;
  - c) By written agreement of the parties. The agreement must specify the moment of the insurance termination as well as the method of mutual settlement of liabilities;
  - d) By written notice of termination served either by the insurer or by the policyholder:
    - Within 2 months of the insurance policy conclusion. In such an event, the insurance shall cease to exist upon the expiry of the eight-day notice period starting on the day of the notice delivery; or
    - Within 3 months of notification of the occurrence of an insured event. In such an event, the insurance shall cease to exist upon the expiry of the one-month notice period starting on the day of the notice delivery.
  - e) Upon the establishment of public health insurance of the insured person according to the Act No. 48/1997 Coll., on public health insurance;
  - f) On the date of legal force of a decision on
    - the rejection of an application for a visa for the insured person's stay in the Czech Republic; or
    - the rejection of an application for a long-term residence permit for the insured person's stay in the Czech Republic;
  - g) On the date of expiry of
    - a visa for the insured person's stay in the Czech Republic; or
    - a long-term residence permit for the insured person's stay in the Czech Republic; or
  - h) Upon the termination of the insured person's stay in the Czech Republic for other serious and objective reasons, specifically as of the day that the insured person leaves the territory of the Czech Republic;
  - i) Upon withdrawing from the insurance policy. Withdrawal cancels the insurance policy from the outset.
    - I. If the insurance policy was concluded in the form of a distance transaction, the policyholder may:
      - Withdraw from the insurance policy without giving a reason within fourteen days of its conclusion or of the day the policyholder received the insurance terms (if this occurred after the insurance policy conclusion);
      - Withdraw from the insurance policy if the insurer provided the policyholder with a misleading statement. The policyholder may withdraw within 3 months of the day he/she learned or should have learned or could have learned about the provision of the misleading statement.
      - It is not possible to withdraw from the insurance policy under clause I(i)(3) of this article if the insurance was concluded for a period of time shorter than 1 month. In the event of withdrawal under clause I(i)(3) of this article, the insurer shall be entitled to the premium for the duration of the insurance.
    - II. The policyholder may also withdraw from the insurance policy if, in view of the circumstances, the insurer has breached its duty to warn the policyholder when concluding the insurance policy of any discrepancies between the insurance product offered and the policyholder's requirements, insofar the insurer must have been aware of them. In such an event, the policyholder may withdraw from the insurance policy within 2 months of the day he/she learned or must have learned of the breach of the insurer's obligation to provide true statements. In doing so, account shall be taken of the circumstances and manner in which the insurance policy is concluded, as well as whether the policyholder was assisted by a sales representative of the insurer in concluding the insurance policy.
    - III. The insurer has the right to withdraw from the insurance policy in accordance with the provisions of the Civil Code.
    - IV. If the policyholder withdraws from the insurance contract, the insurer shall reimburse the policyholder within one month of the date on which the withdrawal takes effect for the premium paid less what, if any, the insurer has already paid under the insurance. If the insurer withdraws from the insurance policy, the insurer is also entitled to set off the costs associated with the creation and administration of the insurance. If the insurer withdraws from the insurance policy and the policyholder or the insured person has already received insurance payment, he/she shall pay back to the insurer within the same time limit the part of the insurance payment provided that exceeds the premium paid.
  - j) Using other methods described in the Civil Code.

4. If the insurance is cancelled for any of the reasons referred to in clause 3(b) through (g) of this article, the insurer shall pay back to the policyholder the unused premium less the insurer's costs associated with early termination of the insurance, which shall be 20% of the unused premium. For these purposes, the unused premium refers to the premium received by the insurer for the period of time from the day the insurance ceased to exist to the end of the insurance period agreed in the insurance policy.
5. The policyholder and the insured person shall be obliged to notify the insurer without undue delay of the occurrence of any fact which may affect the duration of the insurance within the meaning of clause 3(e) through (h) of this article.
6. The insurance shall not be interrupted due to non-payment of premiums.

#### **Article 6. Territorial Scope of Insurance**

1. The insurance within the scope of These Insurance Terms applies to insured events occurring in the Czech Republic, except for luggage insurance, where the territorial scope is unlimited.

#### **Article 7. Notification and Investigation of an Insured Event**

1. If a damage event occurs, it is necessary to notify the insurer without undue delay, provide true explanation of the occurrence and scope of the consequences of the event, of third party rights and of any multiple insurance, submit to the insurer necessary documents, and proceed in the manner defined in These Insurance Terms.
2. The insurer may be notified of a damage event:
  - By phone at: +420 292 292 220 or
  - By e-mail at: insurance@axa-assistance.cz
3. The insurer is notified of a damage event by the person who is considered to be the entitled person and who exercises the right to insurance payment. Where the entitled person is not the policyholder or the insured person, the policyholder and the insured person shall have the obligations referred to in this clause, too.
4. Without undue delay after the notification under clause 1 of this article, the insurer shall initiate the investigation necessary to establish the existence and extent of its obligation to perform. The investigation shall be concluded by communicating its results to the person who has claimed the right to the insurance benefit; at the request of this person, the Insurer shall provide them with a written justification of the amount of the insurance benefit or the reason for its refusal.
5. If there is a right to insurance payment, it shall be provided by the insurer to the scope agreed in the insurance policy and according to These Insurance Terms. The insurer provides insurance payment up to the limit specified in the Summary of Insurance Payments in Section II, Article 1(7) of These Insurance Terms.
6. If the notification of a damage event contains knowingly false or grossly misrepresented material information concerning the extent of the notified event, or if it knowingly omits information concerning the event, the insurer shall be entitled to reimbursement of the costs reasonably incurred in investigating the facts about which such information was communicated or omitted. If the policyholder, the insured person or another person exercising the right to the insurance payment produces any costs of the investigation or an increase thereof by breaching an obligation, the insurer shall be entitled to reasonable compensation.
7. If there are reasons for this related to the investigation of the insured event, the insurer may request information about the health condition and the determination of the health condition or cause of death of the insured person, provided that the insurer has been given the consent of the insured person or the entitled person in the event of the death of the insured person. If the insured person or the entitled person does not give consent to the insurer or withdraws consent in the course of the investigation of the insured event and if this fact has a material effect on the identification or determination of the amount of the insurance payment, the insurer shall be entitled to reduce the insurance payment in proportion to the effect this fact had on the extent of the insurer's obligation to perform.
8. The determination of the health condition referred to in the preceding paragraph shall be carried out on the basis of an examination by a physician appointed by the insurer. In this case the insurer shall pay:
  - The costs of that medical examination or test;
  - Travel costs equalling the costs of a second-class public bus or rail passenger transport fare;
  - The costs of a medical report, if required by the insurer.
9. If the insurer does not require a medical examination, test or medical report, the insurer shall not pay the costs of such examination, test or report.
10. The insurance payment shall be payable within 15 days of the completion of the investigation according to the preceding paragraphs. If the investigations necessary to establish the insured event, the extent of the insurance payment or the person entitled to receive the insurance payment cannot be completed within 3 months of the date of notification, the insurer shall inform the notifier of why the investigations cannot be completed; if the notifier so requests, the insurer shall inform him/her of the reasons in writing. Upon the request of the person who exercises the right to insurance payment, the insurer shall provide him/her with an appropriate advance on the insurance payment; this shall not apply if there is a good reason to refuse to make the advance.
11. The insurance payment is always payable in Czech crowns, unless otherwise agreed.

#### **Article 8. Insurance Exclusions**

1. The insurer is not obliged to provide insurance payment for all risks covered by this insurance if:
  - a) The damage event occurs in association with a disturbance caused by the insured person or by the person exercising the right to insurance payment or in association to a criminal activity committed by the insured person or by the person exercising the right to insurance payment or an attempted criminal activity; this exclusion shall not apply in the event of an injury;
  - b) The damage event occurred in association with an active or passive participation of the insured person or the person exercising the right to insurance payment in a war, a peace-keeping mission, combat or war actions, with participation of the insured person in a revolt, demonstration, uprising or riot, strikes, or with an intervention or decision by public authorities;
  - c) The damage event was caused by the entitled person or another person at the initiative of the insured person or the entitled person;



- d) The damage event occurred in association with an active participation of the insured person or the person exercises the right to insurance payment in an act of terrorism or in preparation for it;
- e) The damage event occurred in association with consumption of alcohol or other intoxicating, toxic or psychotropic substances; this exclusion shall not apply in the event of an injury;
- f) The damage event occurred in association with the practice of a dangerous or risky kind of sport or activity or in association with the practice of a professional sport, or throughout the participation in competitions and preparations for them;
- g) The damage event was caused by nuclear energy or nuclear risks or by chemical or biological contamination;
- h) The damage event occurred as a result of a wilful act or intentional negligence of the insured person or the person exercises the right to insurance payment; this exclusion shall not apply in the event of an injury that was caused wilfully by a person other than the injured party.
- i) The damage event occurred during handling of pyrotechnics or firearms;
- j) The damage event occurred in the non-adherence of legal regulations applicable in the territory of the Czech Republic by the insured person.

## **Article 9. Rights and Obligations of the Policyholder and the Insured Person**

1. The policyholder is obliged to
  - a) Provide the insurer with true and complete information necessary to arrange the insurance or in the event of a change in the insurance. If a lower premium has been agreed on the basis of false information, the insurer shall be entitled to reduce the insurance payment by such proportion as the premium received bears to the premium which should have been received;
  - b) Familiarise himself/herself and acquaint the insured persons with the contents of the insurance policy and These Insurance Terms and to hand over to the insured persons the relevant documents received when taking out the insurance;
  - c) If requested to do so by the insurer, prove that he/she has duly paid the premium in the amount specified in the insurance policy (e.g. by submitting a copy of his/her bank statement);
  - d) Notify the insurer of any change in the information provided by the policyholder in the insurance policy and any fact that may affect the duration of the insurance.
2. If the policyholder takes out insurance for the benefit of an insured person, the policyholder shall be deemed to have an insurable interest in the life and health of the insured person.
3. The insured person or the person exercising the right to insurance payment is obliged to:
  - a) Take care that no insured event occurs and take any and all measures to avert an imminent insured event or reduce its extent;
  - b) Notify the insurer immediately of the occurrence of a damage event; if objective conditions of the damage event occurrence make it impossible for the insured person to contact the insurer prior to using health services, he/she is obliged to do so immediately after the damage event development makes it possible;
  - c) Give a true explanation of the occurrence and extent of the consequences of the damage event, of third party rights and of any multiple insurance;
  - d) Follow the insurer's instructions, cooperate effectively with the insurer and answer truthfully and completely the questions asked, enable the insurer to carry out all necessary investigations decisive for the assessment of the right to insurance payment and its amount, and at the same time to submit the necessary documents or documents requested by the insurer;
  - e) Immediately report the damage to the police at the place where the event occurred, if the event occurred under circumstances indicating that a crime or offence has been committed, and submit the police report to the insurer;
  - f) After the damage occurrence, secure sufficient evidence of the extent of the damage through photographic material or video recording, third-party testimony, etc.;
  - g) Inform the insurer without undue delay that criminal or other proceedings have been initiated against the insured person in association with the damage and inform the insurer truthfully of the course and results of those proceedings;
  - h) Arrange at its own expense for the official translation of the documents necessary for the event investigation into Czech language if the insurer requests so;
  - i) Inform the insurer of similar insurance that is taken out with another insurer and its scope, name of the insurer and the policy number;
  - j) Assert with another person the right to compensation for the damage caused by the damage event;
  - k) At the insurer's request, exempt a third party (in particular a physician) from confidentiality of facts related to the damage event;
  - l) Undergo a medical examination by a physician designated by the insurer to verify facts relevant to the determination of the insurer's obligation to perform under the insurance;
  - m) If the insured person has received insurance payment to which he/she is not entitled under the insurance policy or These Insurance Terms, return the amount paid to the insurer in full, even after the insurance termination;
  - n) At the insurer's request, submit original documents necessary for the provision of insurance payment, especially original bills and other original documents proving actually expended costs.
  - o) Avoid signing a document that the insured person does not understand and, if forced to sign, write on the document that he/she does not understand the content and therefore does not agree (this obligation applies to liability insurance).
4. If the insurance expires prior to the agreed insurance period, the policyholder shall be obliged to return to the insurer the insured person's card and the insurance policy within 5 working days of the insurance termination.
5. If the insurance policy is withdrawn from according to the Civil Code, the policyholder is obliged to return the proof of insurance to the insurer no later than within 5 working days of the date on which the policyholder sent the insurer a written expression of intent to withdraw from the insurance policy.

6. If the policyholder, the insured person or another person having the right to insurance payment breaches an obligation determined by These Insurance Terms and if the breach has a significant influence on the occurrence of an insured event, its course, on an increase in the scope of its consequences or on the determination or identification of the insurance payment amount, the insurer shall be entitled to reduce the insurance payment in proportion to the effect of the breach on the extent of the insurer's obligation to perform.
7. Other obligations of the policyholder, the insured person or the person exercising the right to insurance payment may be determined by the civil Code.

#### **Article 10. Rights and Obligations of the Insurer**

1. The insurer is obliged to:
  - a) Initiate investigation to identify the existence and scope of the obligation to provide insurance payment without undue delay after the notification of the damage event and conclude the investigation within 3 months of the day of notification of the damage event;
  - b) If an insured event occurs, provide insurance payment to the scope determined by the insurance policy and by These Insurance Terms;
  - c) Discuss the results of the damage event investigation with the insured person and with the person that exercised the right to insurance payment, or inform those persons of the investigation results without undue delay;
  - d) Notify the reasons why the investigation cannot be completed within 3 months after the damage event was notified to the insurer;
  - e) Provide the entitled person, at his/her request, with an appropriate advance on the insurance payment unless there is a good reason to refuse it;
  - f) Provide the entitled person with insurance payment within 15 days of the end of the damage event investigation; and
  - g) Return to the insured person or to the person exercising the right to insurance payment the documents that he/she requests, except for the original proofs of payment on the basis of which the insurance payment was provided.
2. The insurer shall be entitled to reduce the insurance payment in cases defined in Section II, Article 7(7) and Article 9(7) of These Insurance Terms.
3. The insurer is entitled to require that the insured person pay compensation for costs in the event defined in Section II, Article 7(6) of These Insurance Terms.
4. Other rights and obligations of the insurer may be defined by the Civil Code.

#### **Article 11. Passage of the Insured Person's Right onto the Insurer**

1. If, in connection with an imminent or occurring insured event, the person having the right to insurance payment, the insured person or the person who expended rescue costs has a right to compensation or other similar right against another person, this receivable, including civil fruit, collateral and other rights related thereto, shall pass onto the insurer at the moment of providing the insurance payment, up to the amount of the insurance payment provided by the insurer to the entitled person. This does not apply if the person has incurred such a right against the person who lives in the same household or is dependent on them for maintenance, unless they caused the insured event intentionally.
2. The person whose right has passed onto the insurer shall provide the insurer with the necessary documents and shall disclose to the insurer everything that is necessary for the receivable to be claimed, in particular, he/she shall provide the insurer with true and complete information about the insured event, about the third party against whom he/she has the right to compensation or other similar right, about their insurer, their legal representative, if any, or about other persons acting on behalf of the third party and, where applicable, about the compensation received from the third party or another insurer.
3. If the person whose right has passed onto the insurer claims damages against the third party responsible for the occurrence of the insured event or against the insurer of the third party, that person shall inform the third party or the insurer of the third party of the existence of the insurer's right to compensation under this article. The person whose right has passed onto the insurer is further obliged to take the necessary steps to enforce the insurer's right against the third party or the third party's insurer. The person whose right has passed onto the insurer shall furthermore be obliged to take all measures to prevent the insurer's right to compensation under this article from being barred or extinguished.
4. If the person whose right has passed onto the insurer obstructs the passage of the right onto the insurer, the insurer has the right to reduce the insurance payment by the amount it could otherwise have received. If the insurer has already performed, it has the right to compensation up to this amount.

#### **Article 12. Form of Legal Action, Delivery of Documents**

1. Legal acts aimed at the conclusion, amendment or termination of the insurance policy must be executed in writing. The written form of a legal act is preserved even if an act is made by electronic or other technical means enabling the recording of its content and the identification of the person acting. The validity of a legal act in writing requires the signature of the person acting. The signature of the person acting may be replaced with mechanical means where this is customary. The written form for the conclusion of the insurance policy is preserved by payment of the premium.
2. Other legal acts, notices or communications may be made orally. In the event of doubt as to the identification of the sender of such legal acts or communications, the addressee may request a supplement in writing.
3. The parties to the insurance shall deliver documents to each other:
  - a) In personal contact by handing them over and taking them over;
  - b) Using the postal service provider to the address of the registered office/residence or to the address designated as the contact address;
  - c) Using the public data network to the electronic mail address or to the data box.
4. Letters addressed to the insurer shall be sent to the postal address of the registered office or to the contact postal address, to the data box address or to the electronic mail address. These addresses and other contact details are listed in the pre-contract information.

5. Letters addressed to the policyholder, the insured person or the entitled person shall be sent to the address they have provided, or to their last known postal address (home address or contact address), their data box address or their e-mail address. These persons may also be contacted by telephone at the telephone number they have provided to the insurer for this purpose.
6. A letter sent to the addressee through the postal service provider by ordinary mail shall be deemed to have been delivered on the third working day after the dispatch of the letter, if it has been delivered. A document sent by registered mail or by registered mail with delivery note shall be deemed to have been delivered on the date of receipt of the mail by the addressee. If the addressee thwarts the delivery of the document by refusing to accept it or fails to collect it after it has been deposited with the postal service provider, the document shall be deemed to have been delivered on the date of the addressee's refusal to accept the document or on the date of the expiry of the storage period. If the addressee prevents the delivery of the document in any other way (for example, by failing to mark the mailbox properly with his/her name and surname or title), it shall be deemed to have been delivered on the date of its return to the sender.
7. A document sent to the addressee via the public data network to the electronic mail address shall be deemed to have been delivered on the date on which it was delivered to the addressee's e-mail box; in case of doubt, it shall be deemed to have been delivered on the date of its sending by the sender.
8. A document sent to the addressee via the public data network to the data box shall be deemed to have been delivered at the moment that the person who, with regard to the scope of his/her authorisation, has access to the document logs in to the data box.
9. Sums of money shall be paid exclusively in the cashless form.
10. Delivery shall be governed by the provisions of Section 573 of the Civil Code.
11. Legal acts and notifications may be made in Czech, Slovak, English or Russian languages.

### III. Individual Insurances

#### A. Comprehensive Health Care Insurance – Damage Insurance

##### Article 1. What is covered?

1. The subject of the insurance is the health of the insured person, the provision of comprehensive health care provided by the insurer to the extent similar to public health insurance, including preventive, dispensary and pregnancy-related care.
2. An insured event under the comprehensive health care insurance is an illness, injury or other change in the insured person's health condition that occurred during the effect term of the insurance, in the territory of the Czech Republic and after the expiry of the waiting period, if the waiting period applies.
3. The waiting period applies to cases of reimbursement of health care costs:
  - a) During pregnancy, in the duration of 3 months following the insurance period start date;
  - b) In the event of childbirth, in the duration of 8 months following the insurance period start date.
4. The provision of preventive care to the insured person is also considered an insured event.
5. Comprehensive health care is provided in the insurer's contractual medical facilities in the Czech Republic.
6. In the event of a sudden deterioration of the insured person's health condition and serious damage to his/her health or threat to his/her life as a result of delay, the insurer shall reimburse the costs of health care provided by a medical facility in the Czech Republic that has not concluded a contract with the insurer for this insurance. In such an event, the insurer shall reimburse:
  - a) Necessary and purposefully expended costs;
  - b) Up to the maximum amount it would have paid for similar health care to the contractual health care facility; and
  - c) No more than for the period of time for which it was not possible to provide health care by the insurer's contractual health care facility.
7. Damage events having a single cause and involving all facts and their consequences that are directly related to one another in terms of the cause, time or otherwise, shall be considered a single insured event.
8. In association with the insured event, the insurer shall reimburse the reasonable and purposefully expended costs of:
  - a) Comprehensive healthcare provided to the insured person in the contractual health care facility;
  - b) Necessary and urgent treatment by a dentist for acute painful dental conditions treated by extractions or fillings (including X-rays) and treatment for the immediate relief of pain relating to the mucous membranes of the oral cavity; up to the maximum limit of indemnity specified in Section II, Article 1(7) of These Insurance Terms.
  - c) Care during pregnancy and childbirth of the insured person provided the waiting period as referred to in clause 3 of this article of These Insurance Terms is exercised;
  - d) Transport of the insured person from a physician to a health care facility or from a health care facility to another specialised health care facility if so required by the insured person's condition according to the insurer's assessment and recommended by the attending physician;
  - e) Arranging for the insured person to be examined at a contractual health care facility for the purpose of providing health care and reimbursement of the costs so incurred;
  - f) Telephone interpreting during the insured person's stay in a health care facility;
  - g) Repatriation of the insured person which is medically necessary and possible; repatriation is assessed, approved and organised by the insurer and the insured person is repatriated to the territory of the state whose travel document the insured person holds, or to another state where the insured person is allowed to reside;



- h) Transport of the insured person's remains back to the territory of the state whose travel document the insured person held, or to another state where the insured person was allowed to reside; the transport of the remains is carried out by a specialised organisation after prior approval by the insurer.

9. Comprehensive health care insurance also applies to the reimbursement of the costs expended on dispensary and preventive care.

## **Article 2. What cases are not covered by the comprehensive health care insurance? – exclusions from insurance**

1. Except for the cases specified in Section II, Article 8 of These Insurance Terms, the insurer will not provide insurance payment under comprehensive health care insurance also in the following cases:

- a) The health care is related to the treatment of a disease or injury of the insured person which existed or the cause or symptoms of which occurred before the conclusion of the insurance policy;
- b) The health care is provided after the insured person refuses to undergo repatriation proposed by the insurer without having a serious reason;
- c) The insured person refuses treatment or necessary medical examination by the physician or health care facility appointed by the insurer;
- d) Some complications occur during the treatment of diseases or injuries that are not covered by this insurance;
- e) The purpose of the stay is the treatment of the insured person or continuation of treatment started outside the Czech Republic;
- f) Some examinations, check-ups and other medical procedures in the insured person's personal interest up to not pursue a medical purpose (e.g. abortion, examination and treatment of infertility and artificial insemination and costs related to contraception and hormonal treatment, preparation of a medical certificate at the insured person's own request);
- g) Orthodontic treatment, non-acute treatment of the insured person's teeth and services and related costs.
- h) Treatment by a close person or by a person lacking appropriate qualifications, treatment outside a medical facility registered in the Czech Republic, treatment using methods that are not scientifically recognised in the Czech Republic;
- i) Vaccination of the insured person except for compulsory vaccination in accordance with the Act No. 258/2000 Coll., on the Protection of Public Health, as amended, and vaccination against tetanus and rabies in connection with an injury;
- j) Rehabilitation, spa care or treatment, physical and bath treatment of the insured person;
- k) Acupuncture and homoeopathy provided to the insured person;
- l) Medical care is provided in a non-contractual health care facility except in the cases according to Section III, Letter A, Article (1)(6) of These Insurance Terms;
- m) Postnatal care of the newborn of the insured mother, examination and treatment of congenital developmental defects of the newborn after the time of diagnosis;
- n) Addiction treatment, including any complications and related diagnoses of the insured person;
- o) Contributions to premium health services beyond the limit referred to in Section II of Article 1(7);
- p) The costs of providing health care that would not be reimbursed under the public health insurance if the insured person was its participant and if premium health services are not concerned;
- q) Reimbursement of cosmetic and aesthetic treatment of the insured person;
- r) Reimbursement of regulatory fees and surcharges;
- s) Complications caused by a breach by the insured person of the treatment regimen prescribed by the attending physician.

## **Article 3. Obligations of the Insured Person**

1. In addition to the obligations set out in Section II, Article 9 of These Insurance Terms, the insured person is obliged to:

- a) Seek medical treatment in the event of illness or injury without undue delay, submit his/her identity card and insured person's card, follow the physician's instructions and, if subsequently required by the insurer, undergo an examination at the insurer's expense by a physician appointed by the insurer;
- b) Have the transport, which is referred to in the provision of Section III, Letter A, Article 1(8)(d),(e), (g), approved in advance by the insurer and proceed in accordance with the insurer's instructions;
- c) In the event of repatriation, provide assistance in arranging subsequent hospitalisation in a health care facility in the territory of the state whose travel document the insured person holds, or in another state in which the insured person is permitted to reside;
- d) Submit to the insurer the following documents: complete medical documentation, original bills and receipts proving the payment for medical treatment, drugs prescribed by the physician (including copies of the prescription issued on the insured person's name) and transports, the police report (if the event was investigated by the police), including other documents as requested by the insurer.

2. At the insurer's request, the insured person is obliged to undergo repatriation if his/her health condition makes it possible.

## **B. Liability Insurance – Damage Insurance**

### **Article 1. What is covered?**

1. An insured event under the liability insurance is an occurrence of an obligation of the insured person to compensate for damage that the insured person is liable for under generally binding legal regulations and which he/she is obliged to compensate for. The condition for the right to insurance payment is that the insured event occurred during the insurance effect term, in association with the insured person's activity in ordinary civil life, and that a claim for compensation for damage to the injured party / parties has been made against the insured person.
2. The insurance covers the insured person's obligation to compensate for damage that occurred:
  - a) To the health or life of the injured party, including damages for pain and suffering and compensation for death;
  - b) As a result of damage, destruction or loss of an item;
  - c) As lost profit and as a result of a reduction in social standing.
3. In the event of damage, destruction or loss of an item, the insurer shall pay the usual price.
4. The insurance also covers the reimbursement of the costs of the health care provided to the injured party if the right to reimbursement of such costs under the relevant legislation has arisen as a result of the insured person's actions and if the liability for bodily injury to which such costs relate has given rise to a claim for insurance payment under These Insurance Terms.
5. Multiple claims for compensation for injury, arising from one or more causes, which are related in time, place or otherwise, irrespective of the number of persons injured, shall be deemed to constitute a single insured event.
6. The insurance payment limit determined in Section II, Article 1(7) of These Insurance Terms applies to a single insured event regardless of the number of injured parties. If the sum of the claims of more injured parties exceeds the insurance payment limit as determined in Section I, Article 5 of These Insurance Terms, the insurance payment to each of them shall be reduced in the proportion of that limit to the sum of the claims of all the injured parties.
7. If the insured person has paid the damage he/she is liable for directly to the injured party, the insured person shall have the right to receive from the insurer reimbursement of the paid amount up to the amount which the insurer would be obliged to pay under These Insurance Terms.
8. If the existence of the insured person's liability to compensate for damage, its extent or the amount of compensation for damage is decided by a court or other competent public authority, the insurer is only obliged to perform on the basis of a final decision in the case.

### **Article 2. What cases are not covered by the liability insurance? – exclusions from coverage**

1. Except for the cases specified in Section II, Article 8 of These Insurance Terms, the insurer shall not provide insurance payment under the comprehensive health care insurance also in the cases of damage caused by the insured person:
  - a) To a close person and/or a person living in the same household as the insured person at the time of the damage event;
  - b) By breaching a contractual obligation or resulting from the provision of guarantees in excess of those determined by legal regulations;
  - c) By breaching a legal regulation before the insurance commencement or by non-fulfilment of an obligation imposed by legal regulations as regards prevention of damage or increasing the scope of damage;
  - d) By operating and/or driving and as a result of the operation and/or driving a motor or non-motor vehicle, vessel or aircraft (hang glider, etc.). Bicycles and inflatable children's boats are not considered to be non-motor vehicles;
  - e) To cargo being transported, or damage caused by late delivery of cargo;
  - f) To third-party movables taken over and used, to items having been left aside and brought in;
  - g) Consisting in any pollution of waters or the environment by the effect of leaking substances (gases, vapours, ashes, smoke, oil or other liquids from vessels or tanks, various kinds of waste and litter) or by the effect of temperature, moisture, noise or radiation of various kinds; in addition, the insurer shall not reimburse the costs associated to the cleaning or decontamination, erosion or as a result of undermining;
  - h) To another person by the transmission or spread of a contagious human, animal or plant disease;
  - i) In connection with the ownership, possession or use of weapons, hunting or the exercise of hunting rights;
  - j) In connection with the owning and keeping of animals;
  - k) In connection with the ownership, possession, lease or administration of real estate, including self-performed work at the real estate;
  - l) To real estate or its accessories which the insured person uses without authorisation;
  - m) As a result of a gross breach by the insured person of the obligations imposed on him/her by law or by These Insurance Terms which shows his/her obvious recklessness as to the consequences he/she thereby causes;
  - n) In connection with a business activity, performance of job or other gainful activity.

### **Article 3. Obligations of the Insured Person**

1. In addition to the obligations set out in Section II of Article 9 of These Insurance Terms, the insured person is obliged to:
  - a) Notify the insurer that the injured party has exercised its right to compensation against the insured person, and comment on the obligation to compensate for the damage or harm, if any, on the compensation claimed and the amount thereof;
  - b) Provide the name, address and contact details of the injured party/parties and any witnesses, secure their written statements on the damage and its extent and provide them to the insurer;
  - c) Ensure and provide the insurer with evidence of the occurrence and extent of the damage, photographic documentation, provide and submit the police report (if the damage was investigated by the police);

- d) Inform the insurer without undue delay of the initiation of proceedings before public authorities or arbitration procedure, inform the insurer whether the insured person needs a lawyer for such proceedings, and inform the insurer of the course and results of the proceedings;
- e) Raise a statute of limitations defence in cases where the injured party claim is time-barred;
- f) Avoid making any representations acknowledging liability for the damage or committing himself/herself or the insurer to any settlement of the damage;
- g) Avoid entering into a court settlement or any amicable settlement without the prior consent of the insurer;
- h) Lodge a timely appeal against the decision of the competent authority, unless otherwise instructed by the insurer; this obligation arises even if the insured person is not awarded compensation for the costs of the proceedings;
- i) Proceed in such a way as not to give rise to an issuance of a default or recognition order in the proceedings before the public authority.

## **C. Luggage Insurance – Damage Insurance**

### **Article 1. What is covered?**

1. The luggage insurance covers the luggage and personal belongings usual for the purpose of the trip, which are in the possession of the insured person and which the insured person has taken on the trip, or items the insured person has demonstrably acquired during the trip except for items defined in the Exclusions from These Insurance Terms.
2. In determining the amount of the insurance payment, the insurer bases the amount on the usual price of the item at the time of damage or theft.
3. Insured events under the luggage insurance include:
  - a) Damage or destruction of an insured item by a natural disaster;
  - b) Theft, damage or destruction of an insured item as a result of theft from a locked room of an accommodation facility intended for that purpose or from a storage room intended for storing the insured item, and from other similar facilities, confirmed by a police report;
  - c) Theft, damage or destruction of an insured item by robbery from the vehicle or theft by breaking into the means of transport, if the insured item was stolen from a properly locked luggage compartment of the motor vehicle, provided that the item was not visible from the outside or did not interfere with the interior of the motor vehicle (compartment intended for the transport of persons);
  - d) Theft, damage or destruction of an insured item by burglary or robbery, which occurred in a causal connection with a natural disaster;
  - e) Theft, damage or destruction of an insured item if the insured person has been deprived of the ability to take care for the item after an injury or as a result of a traffic accident;
  - f) Loss or theft of personal documents; in such an event, the insurer shall pay for the transport of the insured person to the place of issuance of a replacement document and for the delivery of the replacement documents to the place of the insured person's residence abroad.

### **Article 2. What cases are not covered by the luggage insurance? – exclusions from insurance**

1. Except for the cases specified in Section II, Article 8 of These Insurance Terms, the insurer shall not provide insurance payment in the following situations:
  - a) Theft by breaking into a tent or trailer, even if the tent or trailer was locked. However, this exclusion does not apply to theft by breaking into a camper van.
  - b) Theft from a public safety deposit box;
  - c) Theft, damage or destruction of an insured item while the insured item was entrusted to a carrier;
  - d) Damage to an insured item caused by a close person or a person living in the same household with the insured person;
  - e) Damage to vehicles of any kind (including trailers, their parts, components or spare parts), with the exception of bicycles and wheelchairs stored in locked and designated rooms or luggage compartments.
2. The luggage insurance also does not cover glasses, contact lenses, prostheses of any kind, tickets, fee stamps, valuables and securities, cheque and deposit books, payment cards, public documents and instruments (except personal documents), keys and other unlocking systems, tobacco products, alcohol of all kinds, narcotic drugs and psychotropic substances, weapons and ammunition, plans and designs, prototypes and media for visual, audio and data recordings, including their contents, the value of copyright and industrial property rights belonging to the item, and animals.

### **Article 3. Obligations of the Insured Person**

1. In addition to the obligations set out in Section II of Article 9 of These Insurance Terms, the insured person is obliged to:
  - a) Provide the insurer, upon the occurrence of a damage event under the luggage insurance, with documents proving the purchase price and date of all damaged, destroyed, stolen or lost items, document the damaged items photographically or using a video recording;
  - b) Avoid changing the condition of the damaged item (e.g. by repairing it) without the insurer's consent. This does not apply if the extent of the damage event or its consequences would increase;
  - c) Refrain from leaving luggage in the boot of a parked vehicle or trailer between 22:00 and 6:00;
  - d) In the event of theft by burglary or robbery, notify the relevant local police authorities and provide the insurer with a copy of the notification or the police report on the outcome of the investigation;
  - e) In the event of discovery of a stolen or lost item, notify the insurer of this fact without undue delay, take possession of the found item and return to the insurer the corresponding part of the insurance payment.

## **D. Accident insurance – fixed-amount insurance**

### **Article 1. What is covered?**

1. An insured event under the accident insurance is an injury sustained by the insured person during the period of insurance which results in permanent consequences of the injury or death of the insured person.

### **Article 2. What is the amount of insurance payment for permanent injury consequences?**

1. The insurer shall provide insurance payment up to the insurance payment limit indicated in the Summary of Insurance Payments Section II, Article 1(7) of These Insurance Terms. Depending on the type and extent of the injury consequences, the insurer shall pay an amount equalling a certain percentage corresponding to the percentage of the physical disability caused by the injury. The amount of the percentage is shown in the Valuation Table, which is part of These Insurance Terms. The following applies:
  - a) Permanent consequences are assessed after they have become stable, however, not before the expiry of one year following the damage event and no later than 3 years following the damage event. The evaluation is based on medical reports and, if necessary, an examination by a physician determined by the insurer;
  - b) If the consequences of the injury up to not stabilise within 3 years from the date of the injury, the insurer shall provide insurance payment at the end of that period in the same amount as if the consequences of the injury had settled at that time; after the expiry of the three-year period, the insurer shall not provide any further insurance payment in respect of the insured event even if the consequences of the injury deteriorate further;
  - c) The insurer shall only pay claims that total at least 10% of the Valuation Table value;
  - d) If the permanent consequences of the injury relate to a part of the body or an organ that was already damaged before the injury, the percentage valuation in the Valuation Table shall be reduced by the percentage corresponding to the previous injury;
  - e) If the injury results in multiple permanent consequences, the insurer shall provide aggregate insurance payment for all of them; however, this rule shall not apply if it is necessary to wait for the stabilisation of the permanent consequences;
  - f) If the insured person dies for a reason different than a consequence of the injury prior to the payment of the insurance payment, the insurer shall pay to the heirs of the injured person an amount corresponding to the scope of the permanent consequences at the moment of the insured person's death if the total valuation thereof reaches at least 25% according to the Valuation Table.

### **Article 3. What is the amount of insurance payment for death caused by an injury?**

1. If the entitled person has already received insurance payment for permanent consequences of the injury, the insurer shall only pay to the entitled person the difference, if any, between the insurance payment limit and already provided insurance payment for the permanent consequences of the injury.
2. The policyholder may not designate a beneficiary.

### **Article 4. What cases are not covered by the accident insurance? – exclusions from insurance**

1. Except for the cases specified in Section II, Article 8 of These Insurance Terms, the insurer shall not provide insurance payment in the following situations:
  - a) The consequences of the injury deteriorate due to a deliberate or wilful failure to seek health care or due to a wilful non-respecting of the physician's advice and recommendations;
  - b) The occurrence and aggravation of a hernia of any kind;
  - c) Diabetic gangrene and any tumours of tendon sheaths, muscle tendons, synovitis, tendon sacs or epicondylitis, as well as the aseptic inflammation thereof;
  - d) Infectious diseases;
  - e) The consequences of interventions that were not intended to treat the effects of the injury or to prevent them from worsening. This primarily refers to aesthetic and cosmetic surgery, but also other procedures that are not related to the treatment of the injury;
  - f) Worsening of a disease as a result of the injury;
  - g) Injuries resulting directly or indirectly from a disease the insured person was suffering from at the time of the injury, and worsening of the injury consequences by a disease the insured person was suffering at the time of the injury;
  - h) Heart attack or stroke and the consequences of an injury resulting from a heart attack or stroke;
  - i) Drowning due to a heart attack or stroke;
  - j) The consequences of neurological and mental illnesses and disorders and associated disturbances or loss of consciousness;
  - k) Impaired mobility or spinal injury, including prolapsed intervertebral discs, provided that they have not been caused by direct mechanical action from the outside and they up to not involve worsened symptoms of a pre-existing disease;
  - l) Fractures due to congenital bone fragility or metabolic disorders or pathological or fatigue fractures, sprains and dislocations due to congenital defects and disorders;
  - m) The claims for performance under permanent consequences of the injury up to not total at least 10% of the Valuation Table;
  - n) The injury was directly or indirectly caused by acquired immune deficiency syndrome (AIDS).

### **Article 5. Obligations of the Insured Person**

1. Except for the obligations specified in Section II, Article 9 of These Insurance Terms, the insured person is obliged to seek health care immediately after the injury, to follow the physician's instructions and to provide a medical report when reporting the damage event. If health care is provided late due to an action of the insured person, having an impact on the extent of the permanent consequences, the insurer may proportionally reduce or refuse the insurance payment.

## **E. Telemedicine Insurance – Damage Insurance**

### **Article 1. What is covered?**

1. An insured event under the Telemedicine insurance is a damage event under the medical expenses insurance. If an insured event occurs, the insurer shall provide the insured person with insurance payment consisting in in-kind performance to the following extent:
  - a) Teleconsultation, online consultation or examination of the insured person via video call or chat;
  - b) Physician's recommendations on further action and treatment options for the illness or injury; and/or
  - c) Issuance of a medical report or e-prescription if medically justified.
2. The possibility to order services under the Telemedicine insurance is available 24/7.
3. Telemedicine is not a substitute for life-saving emergency lines. In the event of an acute medical condition requiring immediate medical attention, the insured person should call the emergency service or ask the assistance service to arrange medical assistance.
4. In the case of an insured minor, the minor's legal guardian must participate in the online consultation or examination along with the minor. No online consultation or examination will be provided without the presence of a legal guardian.

### **Article 2. What cases are not covered by luggage insurance? – exclusions from insurance**

1. Except for the exclusions set out in Section II, Article 8 of These Insurance Terms, the Telemedicine Insurance does not cover costs related to telephone calls or online consultations.
2. The insurance does not cover an insured event that occurs to a person other than the insured person.

### **Article 3. Obligations of the Insured Person**

1. In addition to the obligations set out in Section II, Article 9 of These Insurance Terms, the insured person is further obliged to always provide true and accurate information when asked about his/her current health condition.

## **IV. Final Provisions**

1. These Insurance Terms are an integral part of the insurance policy.
2. The Valuation Table forms an annexe to These Insurance Terms.
3. These Insurance Terms have been drawn up in Czech, English and Russian versions.
4. The competent courts in the Czech Republic are authorised to settle disputes arising from insurance.
5. These Insurance Terms take effect on 1 April 2024.



## Appendix No. 1 – Valuation table

<b>HEAD AND SENSE ORGAN INJURIES</b>		
1	Complete defect of the cranial vault up to 2 cm <sup>2</sup>	5 %
2	Complete defect of the cranial vault up to 10 cm <sup>2</sup>	15 %
3	Complete defect of the cranial vault over 10 cm <sup>2</sup>	25 %
4	Serious neurological brain disorders caused by a severe injury, according to degree	up to 80 %
5	Traumatic disorder of the facial nerve	up to 10 %
6	Facial damage accompanied by functional disorders, mild degree	up to 10 %
7	Facial damage accompanied by functional disorders, moderate degree	up to 20 %
8	Facial damage accompanied by functional disorders, severe degree	up to 35 %
9	Loss of the entire nose	20 %
10	Complete loss of smell (Only partial loss is not compensated.)	10 %
11	Complete loss of taste (Only partial loss is not compensated.)	5 %
12	Complete loss of vision in one eye	25 %
13	Complete loss of vision in the second eye (In case of complete loss of vision, the assessment of total permanent consequences cannot be more than 25% in one eye, more than 75% in the second eye and more than 100% in both eyes. Permanent damages stated in points 15, 21 and 22 are exceptions that can be evaluated also above this limit.)	75 %
14	Decrease in visual acuity according to the auxiliary table	
15	For anatomical eye loss or atrophy an amount is added to the detected value of permanent visual impairment	5 %
16	Concentric and nonconcentric narrowing of the field of vision	up to 20 %
17	Loss of the lens in one eye, including an accommodation disorder with contact lens tolerance for at least 4 hours a day	15 %
18	Loss of the lens in one eye, including an accommodation disorder with contact lens tolerance for less than 4 hours a day	18 %
19	Loss of the lens in one eye, including an accommodation disorder with total contact lens intolerance	25 %
20	Traumatic disorder of oculomotor nerves or impaired balance of oculomotor nerves	up to 25 %
21	Impaired patency of the lacrimal duct in one eye	5 %
22	Impaired patency of the lacrimal duct in both eyes	10 %
23	Loss of one earlobe	10 %
24	Loss of both earlobes	15 %
25	Hearing impairment on one side, mild degree	0 %
26	Hearing impairment on one side, moderate degree	up to 5 %
27	Hearing impairment on one side, severe degree	up to 12 %
28	Hearing impairment on both sides, mild degree	up to 10 %
29	Hearing impairment on both sides, moderate degree	up to 20 %
30	Hearing impairment on both sides, severe degree	up to 35 %
31	Hearing loss in one ear	15 %
32	Hearing loss in both ears	45 %
33	Labyrinth disorder on one side, according to degree	10–20 %
34	Labyrinth disorder on both sides, according to degree	30–50 %
35	Conditions after tongue injury with tissue defect or scarred deformations (only if loss of voice is not being assessed according to point 42)	15 %
36	Disfiguring scars in facial part of the head	up to 5 %
<b>DAMAGE TO TEETH (CAUSED BY INJURY)</b>		
37	Loss of one tooth (only loss greater than 50% is compensated)	1 %
38	Loss of each additional tooth	1 %
39	For loss, chipping and damage to deciduous teeth and artificial dentures	0 %
40	For loss of tooth vitality	0 %
<b>NECK INJURIES</b>		
41	Narrowing of the larynx or trachea, mild degree	up to 15 %
42	Narrowing of the larynx or trachea, from moderate to severe degree with partial loss of voice (When evaluated according to points 43–45, it is not possible to evaluate according to the point 42.)	up to 60 %

43	Loss of voice (aphonia)	25 %
44	Loss of ability to speak caused by damage to speech organs	30 %
45	Condition after tracheotomy with permanently inserted cannula (It is not possible to evaluate according to points 42–44 at the same time.)	50 %
<b>CHEST, LUNGS, HEART OESOPHAGUS INJURIES</b>		
46	Limitation of chest movements and lung and chest wall adhesions, clinically verified (spirometric examination), mild degree	up to 10 %
47	Limitation of chest movements and lung and chest wall adhesions, clinically verified (spirometric examination), moderate to severe degree	up to 30 %
48	Other consequences of lung injuries, according to degree and extent, on one side	15–40 %
49	Other consequences of lung injuries by degree and extent, on both sides (spirometric examination)	25–100 %
50	Heart and vein impairment (only after direct injury, clinically verified, according to injury degree, ECG examination)	10–100 %
51	Posttraumatic narrowing of the oesophagus, mild degree	up to 10 %
52	Posttraumatic narrowing of the oesophagus, from moderate to severe degree	11–50 %
<b>ABDOMINAL AND DIGESTIVE ORGAN INJURIES</b>		
53	Abdominal wall disruption accompanied by abdominal press impairment	up to 25 %
54	Damaged function of the digestive system according to degree of nutritional disorder	up to 80 %
55	Loss of the spleen	15 %
56	Dysfunction of anal sphincters according to degree	up to 60 %
57	Rectal narrowing according to degree	up to 40 %
<b>INJURIES TO THE URINARY AND REPRODUCTIVE SYSTEM</b>		
58	Loss of one kidney	20 %
59	Posttraumatic consequences caused by injuries to the kidneys and urinary tract (including secondary infection according to degree of damage)	up to 50 %
60	Loss of one testicle	10 %
61	Loss of both testicles or loss of potency in the age up to 45 years (verified by penile plethysmography)	35 %
62	Loss of both testicles or loss of potency in the age from 46 to 60 years (verified by penile plethysmography)	20 %
63	Loss of both testicles or loss of potency in the age over 60 years (verified by penile plethysmography)	10 %
64	Loss or serious deformities of the penis in the age up to 45 years	40 %
65	Loss or serious deformities of the penis in the age from 46 to 60 years	20 %
66	Loss or serious deformities of the penis over 60 years of age (In case of evaluation according to points 64–66, it is not possible to evaluate the loss of potency according to points 61–63 at the same time.)	10 %
67	Posttraumatic deformities of female reproductive organs	10–50 %
<b>SPINE AND SPINAL CORD INJURIES</b>		
68	Limitation of spinal motion, mild degree	up to 10 %
69	Limitation of spinal motion, moderate degree	up to 25 %
70	Limitation of spinal motion, severe degree	up to 55 %
71	Posttraumatic damage to the spine and spinal cord or spinal roots, mild degree	10–25 %
72	Posttraumatic damage to the spine and spinal cord or spinal roots, moderate degree	26–40 %
73	Posttraumatic damage to the spine and spinal cord or spinal roots, severe degree	41–100 %
<b>PELVIC INJURIES</b>		
74	Severe pelvic damage with spinal static disorder and lower limb dysfunction in women up to 45 years of age	30–65 %
75	Severe pelvic damage with spinal static disorder and lower limb dysfunction in women over 45 years of age	15–50 %
76	Severe pelvic damage with spinal static disorder and lower limb dysfunction in men	15–50 %
<b>UPPER LIMB INJURIES</b>		
Assessment on the right side means damage to the dominant upper limb, on the left side means damage to the non-dominant upper limb.		
<b>Damage to the area of the shoulder and arm</b>		
77	Upper limb loss in the area of the shoulder joint or between the elbow and the shoulder joint on the right side	70 %
78	Upper limb loss in the area of the shoulder joint or between the elbow and the shoulder joint on the left side	60 %
79	Total stiffness of the shoulder joint in an unfavourable position (full abduction, adduction or similar positions) on the right side	35 %

80	Total stiffness of the shoulder joint in an unfavourable position (full abduction, adduction or similar positions) on the left side	30 %
81	Total stiffness of the shoulder joint in a favourable position (abduction 50 degrees, flexion 40–45 degrees, inner rotation 20 degrees) on the right side	30 %
82	Total stiffness of the shoulder joint in a favourable position (abduction 50 degrees, flexion 40–45 degrees, inner rotation 20 degrees) on the left side	25 %
83	Limitation of motion of the shoulder joint, mild degree (arm raising up in front of the body, forward arm raise incomplete above 135 degrees) on the right side	5 %
84	Limitation of motion of the shoulder joint, mild degree (arm raising up in front of the body, forward arm raise incomplete above 135 degrees) on the left side	4 %
85	Limitation of motion of the shoulder joint, moderate degree (forward arm raise up to 135 degrees) on the right side	10 %
86	Limitation of motion of the shoulder joint, moderate degree (forward arm raise up to 135 degrees) on the left side	8 %
87	Limitation of motion of the shoulder joint, severe degree (forward arm raise up to 90 degrees) on the right side	18 %
88	Limitation of motion of the shoulder joint, severe degree (forward arm raise up to 90 degrees) on the left side	15 %
89	Habitual posttraumatic luxation (dislocation) of the shoulder joint on the right side (relocated by physician more than 3 times, luxation verified by X-rays)	20 %
90	Habitual posttraumatic luxation (dislocation) of the shoulder joint on the left side (relocated by physician more than 3 times, luxation verified by X-rays)	16,5 %
91	Incurable sternoclavicular dislocation on the right side	3 %
92	Incurable sternoclavicular dislocation on the left side	2,5 %
93	Incurable dislocation of the acromioclavicular joint on the right side (Tossy II and III)	6 %
94	Incurable dislocation of the acromioclavicular joint on the left side (Tossy II and III)	5 %
95	False joint (pseudoarthrosis) of the right humerus	35 %
96	False joint (pseudoarthrosis) of the left humerus	30 %
97	Chronic inflammation of the bone marrow of the humerus, only after open injuries or after surgeries required for the treatment of injury consequences on the right side	30 %
98	Chronic inflammation of the bone marrow of the humerus, only after open injuries or after surgeries required for the treatment of injury consequences on the left side	25 %
99	Permanent consequences after rupture of the long head of biceps tendon on the right side	3 %
100	Permanent consequences after rupture of the long head of biceps tendon on the left side	
<b>Damage in the area of the elbow joint and the forearm</b>		
101	Total stiffness of the elbow joint in an unfavourable position (full extension or full flexion and similar positions) on the right side	30 %
102	Total stiffness of the elbow joint in an unfavourable position (full extension or full flexion and similar positions) on the left side	25 %
103	Total stiffness of the elbow joint in a favourable position (flexion angle 90–95 degrees) on the right side	20 %
104	Total stiffness of the elbow joint in a favourable position (flexion angle 90–95 degrees) on the left side	16 %
105	Limitation of motion of the elbow joint on the right side	up to 18 %
106	Limitation of motion of the elbow joint on the left side	up to 15 %
107	Total stiffness of the radioulnar joints with impossibility to adduct or abduct the forearm in an unfavourable position (in maximal pronation or supination) on the right side	20 %
108	Total stiffness of the radioulnar joints with impossibility to adduct or abduct the forearm in an unfavourable position (in maximal pronation or supination) on the left side	16 %
109	Total stiffness of the radioulnar joints in a favourable position (middle position or slight pronation) on the right side	up to 20 %
110	Total stiffness of the radioulnar joints in a favourable position (middle position or slight pronation) on the left side	up to 16 %
111	Limitation of abduction or adduction of the forearm on the right side	up to 20 %
112	Limitation of abduction or adduction of the forearm on the left side	up to 16 %
113	False joint (pseudoarthrosis) of both forearm bones on the right side	40 %
114	False joint (pseudoarthrosis) of both forearm bones on the left side	35 %
115	False joint (pseudoarthrosis) of the radius on the right side	30 %
116	False joint (pseudoarthrosis) of the radius on the left side	25 %

117	False joint (pseudoarthrosis) of the ulna on the right side	20 %
118	False joint (pseudoarthrosis) of the ulna on the left side	15 %
119	Loose elbow joint on the right side	up to 20 %
120	Loose elbow joint on the left side	up to 15 %
121	Forearm loss with preserved elbow joint on the right side	55 %
122	Forearm loss with preserved elbow joint on the left side	45 %
123	Chronic inflammation of the bone marrow of the right forearm bones (only after open injuries or after surgeries required for the treatment of injury consequences)	27 %
124	Chronic inflammation of the bone marrow of the left forearm bones (only after open injuries or after surgeries required for the treatment of injury consequences)	22 %
<b>Loss or damage to the hand</b>		
125	Loss of the hand in wrist on the right side	50 %
126	Loss of the hand in wrist on the left side	42 %
127	Loss of all fingers or all fingers including metacarpal bones on the right side	50 %
128	Loss of all fingers or all fingers including metacarpal bones on the left side	42 %
129	Loss of fingers except the thumb including metacarpal bones on the right side	45 %
130	Loss of fingers except the thumb including metacarpal bones on the left side	40 %
131	Total stiffness of the wrist in an unfavourable position (position of extreme palmar flexion) on the right side	30 %
132	Total stiffness of the wrist in an unfavourable position (position of extreme palmar flexion) on the left side	25 %
133	Total stiffness of the wrist in an unfavourable position (position of extreme dorsal flexion) on the right side	15 %
134	Total stiffness of the wrist in an unfavourable position (position of extreme dorsal flexion) on the left side	12,5 %
135	Total stiffness of the wrist in a favourable position (dorsal flexion 20–40 degrees) on the right side	20 %
136	Total stiffness of the wrist in a favourable position (dorsal flexion 20–40 degrees) on the left side	17 %
137	False joint (pseudoarthrosis) of scaphoid bone on the right side	15 %
138	False joint (pseudoarthrosis) of scaphoid bone on the left side	12 %
139	Limitation of motion of the wrist on the right side	up to 20 %
140	Limitation of motion of the wrist on the right side	up to 17 %
141	Loose wrist on the right side (verified by X-Rays or USG examination)	up to 12 %
142	Loose wrist on the left side (verified by X-Rays or USG examination)	up to 10 %
<b>Thumb damage</b>		
143	Loss of the distal phalanx of the thumb on the right side	9 %
144	Loss of the distal phalanx of the thumb on the left side	7 %
145	Loss of the thumb with metacarpal bone on the right side	25 %
146	Loss of the thumb with metacarpal bone on the left side	21 %
147	Loss of both phalanges of the thumb on the right side	18 %
148	Loss of both phalanges of the thumb on the left side	15 %
149	Total stiffness of the interphalangeal joint of the thumb in an unfavourable position (extreme flexion) on the right side	8 %
150	Total stiffness of the interphalangeal joint of the thumb in an unfavourable position (extreme flexion) on the left side	7 %
151	Total stiffness of the interphalangeal joint of the thumb in an unfavourable position (in hyperextension) on the right side	7 %
152	Total stiffness of the interphalangeal joint of the thumb in an unfavourable position (in hyperextension) on the left side	6 %
153	Total stiffness of the interphalangeal joint of the thumb in a favourable position (slight flexion) on the right side	6 %
154	Total stiffness of the interphalangeal joint of the thumb in a favourable position (slight flexion) on the left side	5 %
155	Total stiffness of the basal joint of the thumb in the right side	6 %
156	Total stiffness of the basal joint of the thumb on the left side	5 %
157	Total stiffness of the carpometacarpal joint of the thumb in a favourable position (total abduction or adduction) on the right side	9 %
158	Total stiffness of the carpometacarpal joint of the thumb in a favourable position (total abduction or adduction) on the left side	7,5 %

159	Total stiffness of the carpometacarpal joint of the thumb in a favourable position (slight opposition) on the right side	6 %
160	Total stiffness of the carpometacarpal joint of the thumb in a favourable position (slight opposition) on the left side	5 %
161	Total stiffness of all thumb joints in an unfavourable position on the right side	up to 25 %
162	Total stiffness of all thumb joints in an unfavourable position on the left side	up to 21 %
163	Grip dysfunction with limitation of motion of the basal and the interphalangeal joint on the right side	up to 6 %
164	Grip dysfunction with limitation of motion of the basal and the interphalangeal joint on the left side	up to 5 %
165	Grip dysfunction with limitation of motion of the carpometacarpal joint on the right side	up to 9 %
166	Grip dysfunction with limitation of motion of the carpometacarpal joint on the left side	up to 7,5 %
<b>Forefinger (index finger) damage</b>		
167	Loss of the distal phalanx of the forefinger on the right side	5 %
168	Loss of the distal phalanx of the forefinger on the left side	4 %
169	Loss of two phalanges of the forefinger on the right side	8 %
170	Loss of two phalanges of the forefinger on the left side	6 %
171	Loss of all three phalanges of the forefinger on the right side	12 %
172	Loss of all three phalanges of the forefinger on the left side	10 %
173	Loss of the forefinger with metacarpal bone on the right side	15 %
174	Loss of the forefinger with metacarpal bone on the left side	12 %
175	Total stiffness of all three joints of the forefinger in extreme extension or flexion on the right side	15 %
176	Total stiffness of all three joints of the forefinger in extreme extension or flexion on the left side	12 %
177	Grip dysfunction of the forefinger on the right side	up to 10 %
178	Grip dysfunction of the forefinger on the left side	up to 8 %
179	Impossibility of total extension of some of the interphalangeal joints of the forefinger on the right side, with unimpaired grip function	1,5 %
180	Impossibility of full extension of some of the interphalangeal joints of the forefinger on the left side, with unimpaired grip function	1 %
181	Impossibility of full extension of the basal joint of the forefinger with impaired abduction on the right side	2,5 %
182	Impossibility of full extension of the basal joint of the forefinger with impaired abduction on the left side	2 %
<b>Damage to the middle finger, ring finger and little finger</b>		
183	Loss of the whole finger with corresponding metacarpal bone on the right side	9 %
184	Loss of the whole finger with corresponding metacarpal bone on the left side	7 %
185	Loss of all three phalanges or two phalanges with stiffness of the basal joint on the right side	8 %
186	Loss of all three phalanges or two phalanges with stiffness of the basal joint on the left side	6 %
187	Loss of two phalanges of the finger with preserved function of the basal joint on the right side	5 %
188	Loss of two phalanges of the finger with preserved function of the basal joint on the left side	4 %
189	Loss of the distal phalanx of one of these fingers on the right side	3 %
190	Loss of the distal phalanx of one of these fingers on the left side	2 %
191	Total stiffness of all three joints of one of these fingers in extreme extension or flexion (in position which prevents adjacent fingers from moving) on the right side	9 %
192	Total stiffness of all three joints of one of these fingers in extreme extension or flexion (in position which prevents adjacent fingers from moving) on the left side	7 %
193	Grip dysfunction of the finger (limitation of palmar flexion) on the right side	up to 8 %
194	Grip dysfunction of the finger (limitation of palmar flexion) on the left side	up to 6 %
195	Impossibility of full extension of one of the interphalangeal joints with unimpaired grip function of the finger, on the left side, on the right side	1 %
196	Impossibility of full extension of the basal finger joint with impaired abduction on the right side	1,5 %
197	Impossibility of full extension of the basal finger joint with impaired abduction on the left side	1 %
<b>Traumatic disorders of nerves of the upper limb</b>		
Possible vasomotor and trophic disorders are already included in the evaluation		
198	Traumatic disorder of the axillary nerve on the right side	up to 30 %
199	Traumatic disorder of the axillary nerve on the left side	up to 25 %
200	Traumatic disorder of the trunk of the radial nerve with impairment of all innervated muscles on the right side	up to 45 %



201	Traumatic disorder of the trunk of the radial nerve with impairment of all innervated muscles on the left side	up to 37 %
202	Traumatic disorder of the radial nerve with preserved function of the triceps on the right side	up to 35 %
203	Traumatic disorder of the radial nerve with preserved function of the triceps on the left side	up to 27 %
204	Traumatic disorder of the musculocutaneous nerve on the right side	up to 30 %
205	Traumatic disorder of the musculocutaneous nerve on the left side	up to 20 %
206	Traumatic disorder of the ulnar nerve with impairment of all innervated muscles on the right side	up to 40 %
207	Traumatic disorder of the ulnar nerve with impairment of all innervated muscles on the left side	up to 33 %
208	Traumatic disorder of the distal part of the ulnar nerve with preserved function of the flexor carpi ulnaris and a part of the flexor digitorum profundus on the right side	up to 30 %
209	Traumatic disorder of the distal part of the ulnar nerve with preserved function of the flexor carpi ulnaris and a part of the flexor digitorum profundus on the left side	up to 25 %
210	Traumatic disorder of the trunk of the median nerve with impairment of all innervated muscles on the right side	up to 30 %
211	Traumatic disorder of the trunk of the median nerve with impairment of all innervated muscles on the left side	up to 25 %
212	Traumatic disorder of the distal part of the median nerve with impairment mainly of the thenar muscle on the right side	up to 15 %
213	Traumatic disorder of the distal part of the median nerve with impairment mainly of the thenar muscle on the left side	12 %
214	Traumatic disorder of all three nerves or the whole brachial plexus on the right side	up to 60 %
215	Traumatic disorder of all three nerves or the whole brachial plexus on the left side	up to 50 %
<b>LOWER LIMB INJURIES</b>		
<b>Damage to the hip, thigh and knee</b>		
216	Loss of one lower limb in the hip joint or in the area between the hip joint and the knee joint	50 %
217	False joint (pseudoarthrosis) of the thigh bone or necrosis of the joint head	40 %
218	Hip endoprosthesis (except for the evaluation of limitation of joint motion)	15 %
219	Chronic inflammation of the bone marrow of the thigh bone (only after open injuries or after surgeries required for the treatment of injury consequences)	25 %
220	Shortening of one lower limb up to 1 cm	0 %
221	Shortening of one lower limb up to 4 cm	up to 5 %
222	Shortening of one lower limb up to 6 cm	up to 15 %
223	Shortening of one lower limb over 6 cm	up to 25 %
224	Posttraumatic deformities of the thigh bone (healed fractures) with axial or rotational deviation, for every complete 5° of deviation (proven by X-Rays)	5 %
	Deviations over 45° are evaluated as loss of the limb.	
225	Total stiffness of the hip joint in an unfavourable position (full abduction or adduction, extension or flexion and similar positions)	40 %
226	Total stiffness of the hip joint in a favourable position (slight adduction from the basic position or very slight flexion)	30 %
227	Limitation of motion of the hip joint, mild degree	up to 10 %
228	Limitation of motion of the hip joint, moderate degree	up to 20 %
229	Limitation of motion of the hip joint, severe degree	up to 30 %
<b>Damage to the knee</b>		
230	Total stiffness of the knee in an unfavourable position (full extension or flexion angle of 20° and greater)	30 %
231	Total stiffness of the knee in an unfavourable position (flexion angle of 30° and greater)	45 %
232	Total stiffness of the knee in a favourable position (flexion angle up to 20°)	up to 30 %
233	Endoprosthesis in the area of the knee joint (except the evaluation of limitation of joint motion)	15 %
234	Limitation of motion of the knee joint, mild degree	up to 10 %
235	Limitation of motion of the knee joint, moderate degree	up to 15 %
236	Limitation of motion of the knee joint, severe degree	up to 25 %
237	Loose knee joint with insufficiency of one lateral ligament	5 %
238	Loose knee joint with insufficiency of the anterior or posterior cruciate ligament	up to 15 %
239	Loose knee joint with insufficiency of the anterior and posterior cruciate ligament	up to 25 %
240	Permanent consequences after surgical removal of one meniscus (according to extent of the removed part – minimum 1/3 of meniscus, proven by surgical findings)	up to 5 %

241	Permanent consequences after surgical removal of both meniscus	
242	Permanent consequences after removal of the kneecap including atrophy of the thigh and calf muscles	up to 10 %
<b>Damage to the lower leg</b>		
243	Loss of the lower limb in the area of the lower leg with preservation of the knee	45 %
244	Loss of the lower limb in the area of the lower leg with stiff knee joint	50 %
245	False joint (pseudoarthrosis) of the tibia or both bones of the lower leg	30 %
246	Chronic inflammation of the bone marrow of the lower leg only after open injuries or after surgeries required for the treatment of injury consequences	22 %
247	Posttraumatic deformities of the lower leg caused by healed fractures in axial or rotational deviation (the deviations must be proven by X-Rays), for every complete 5°	5 %
	Deviations above 45° are evaluated as loss of the lower leg.	
<b>Damage in the area of the ankle joint</b>		
248	Loss of the leg in the ankle joint or below	40 %
249	Loss of the foot in the Chopart (midtarsal) joint	30 %
250	Loss of the foot in the Lisfranc (tarsometatarsal) joint	25 %
251	Total stiffness of the ankle joint in an unfavourable position (dorsal flexion or plantar flexion over 20°)	30 %
252	Total stiffness of the ankle joint in the right angle position	25 %
253	Total stiffness of the ankle joint in a favourable position (plantar flexion around 5°)	20 %
254	Limitation of motion of the ankle joint, mild degree	up to 6 %
255	Limitation of motion of the ankle joint, moderate degree	up to 12 %
256	Limitation of motion of the ankle joint, severe degree	up to 20 %
257	Limitation of pronation and supination of the foot	up to 12 %
258	Complete loss of pronation and supination of the foot	15 %
259	Loose ankle joint (confirmation by X-Rays or USG is required)	up to 20 %
260	Flat or turning outward foot caused by an injury and other posttraumatic deformities in the area of the ankle and the foot	up to 25 %
261	Chronic inflammation of the bone marrow in the area of the tarsus and metatarsus and the heel bone, only after open injuries or after surgeries required for the treatment of injury consequences	15 %
<b>Damage in the area of the foot</b>		
262	Loss of all toes	15 %
263	Loss of both phalanges of the first toe	10 %
264	Loss of both phalanges of the first toe with the metatarsal bone or its part	15 %
265	Loss of the distal phalanx of the first toe	3 %
266	Loss of another toe (including the fifth toe), for each toe	2 %
267	Loss of the fifth toe with the metatarsal bone or its part	10 %
268	Total stiffness of the interphalangeal joint of the first toe	3 %
269	Total stiffness of the basal joint of the first toe	7 %
270	Total stiffness of both joints of the first toe	8 %
271	Limitation of motion of the interphalangeal joint of the first toe	up to 3 %
272	Limitation of motion of the basal joint of the first toe	up to 7 %
273	Impaired function of any toe other than the first toe, for each finger	1 %
274	Posttraumatic circulatory and trophic disorders of one lower limb	up to 15 %
275	Posttraumatic circulatory and trophic disorders of both lower limbs	up to 30 %
276	Posttraumatic atrophy of muscles of the lower limbs with unlimited range of joint motion, on the thigh	5 %
277	Posttraumatic atrophy of muscles of the lower limbs with unlimited range of movements of joints, on the lower leg	3 %
<b>Traumatic disorders of nerves of the lower limb</b>		
Possible vasomotor and trophic disorders are already included in the evaluation.		
278	Traumatic disorder of the sciatic nerve	up to 50 %
279	Traumatic disorder of the femoral nerve	up to 30 %
280	Traumatic disorder of the obturator nerve	up to 20 %
281	Traumatic disorder of the trunk of the tibial nerve with impairment of all innervated muscles	up to 35 %
282	Traumatic disorder of the distal part of the tibial nerve with impairment of toe function	up to 5 %

283	Traumatic disorder of the trunk of the fibular nerve with impairment of all innervated muscles	up to 30 %
284	Traumatic disorder of the deep branch of the fibular nerve	up to 20 %
285	Traumatic disorder of the superficial branch of the fibular nerve	up to 10 %
<b>OTHER TYPES OF PERMANENT CONSEQUENCES</b>		
286	Scars and deformities (except point 36 of this table), which up to not leave functional damage	<b>not compensated</b>
287	Posttraumatic pigmentary changes	<b>not compensated</b>
288	Posttraumatic pains without functional damage	<b>not compensated</b>
289	Mental disorder caused by injury	<b>not compensated</b>

Permanent consequences of an injury not included in this valuation table will be assessed by an insurance assessor in cooperation with a medical assessor of the insurance company on the basis of comparison of the degree of severity.

#### Auxiliary table for assessment of the degree of damage in reduced visual acuity with optimal spectacle correction

Vizus	6/6	6/9	6/12	6/15	6/18	6/24	6/36	6/60	3/60
<b>6/6</b>	0 %	2 %	4 %	6 %	9 %	12 %	15 %	18 %	25 %
<b>6/9</b>	2 %	4 %	6 %	9 %	12 %	15 %	18 %	21 %	28 %
<b>6/12</b>	4 %	6 %	9 %	12 %	15 %	18 %	21 %	25 %	31 %
<b>6/15</b>	6 %	9 %	12 %	15 %	18 %	21 %	25 %	29 %	35 %
<b>6/18</b>	9 %	12 %	15 %	18 %	21 %	25 %	29 %	33 %	39 %
<b>6/24</b>	12 %	15 %	18 %	21 %	25 %	29 %	33 %	38 %	44 %
<b>6/36</b>	15 %	18 %	21 %	25 %	29 %	33 %	38 %	43 %	49 %
<b>6/60</b>	18 %	21 %	25 %	29 %	33 %	38 %	43 %	49 %	55 %
<b>3/60</b>	25 %	28 %	31 %	35 %	39 %	44 %	49 %	55 %	65 %



# Supplementary Insurance Terms for Health Insurance of Foreigners for Schengen Area and Transit Countries

DPP ZPCNS of 1 April 2024

## Article 1. Introductory Provisions

1. The following Supplementary Insurance Terms for Health Insurance of Foreigners for Schengen Area and Transit Countries DPP ZPCNS (“Supplementary Insurance Terms”) are arranged in addition to the Insurance Terms for Comprehensive Health Insurance for Foreigners – PREMIUM, effective from 1 April 2024 (the “Insurance Terms”).
2. Should there be a conflict between the provisions of the Insurance Terms and the provisions of These Supplementary Insurance Terms, the provisions of These Supplementary Insurance Terms shall prevail; if a provision of These Supplementary Insurance Terms contain a more detailed regulation of the parties’ rights and regulations, referred to in the Insurance Terms, it shall not be considered a conflict.

## Article 2. Definitions of Terms

In relation to the provisions of the Insurance Terms, the terms used in Supplementary Insurance Terms shall have the following meaning:

**Acute illness** is a sudden failure of the insured person’s health that has arisen during the term of insurance, and which by its nature directly threatens the life or health of the insured person independently of his/her will and requires necessary and urgent treatment. Health issues do not constitute an acute illness if treatment already started before the start of the insurance period or if the health issues manifested themselves before the start of the insurance period, even if they were not medically examined or treated. Furthermore, acute illnesses do not include a health issue of the insured person where medical treatment is appropriate and expedient, but can be postponed and provided after the insured person has returned to the territory of the state whose travel document the insured person holds, or to another state in which the insured person is permitted to reside.

**Necessary and urgent health care** refers to health care provided to the insured person in the event of an accident or acute illness where delay could cause serious deterioration of health, damage to health or imminent danger to life. Its scope is further defined by the exclusions from insurance and the agreed insurance payment limits set out in These Supplementary Insurance Terms. Necessary and urgent care is provided in the Schengen Area, excluding the Czech Republic and in the territory of the transit country.

**Schengen Area** is the territory of the European countries that are parties to the treaty on the gradual abolition of border controls (the Schengen Agreement), where people can cross the borders of the contracting states at any point without having to go through border controls. For the purposes of this insurance, the **territory of the Czech Republic is not considered the Schengen area**.

**Transit country** means the country whose national border must be crossed in order to transport the insured person from the country of origin, of which he is a national, to one of the Schengen Area countries in the shortest and quickest way.

## Article 3. Territorial Scope, Purpose of Stay

1. The insurance covers insured events occurring during a tourist stay in the Schengen Area or in the territory of a transit country.
2. The insurance covers only tourist stays of up to 90 days.

## Article 4. Insurance Payments

- 3.1 The upper limit of the insurance payment for damage occurring in the Schengen Area is determined by the insurance payment limit, which is given in the Summary of Insurance Payments below.

Summary of Insurance Payments	Insurance Payment Limit
Upper limit of total limit of insurance benefit	1 600 000 CZK / EUR 60,000
– repatriation and transport	actual costs up to the overall limit
– necessary and urgent dental treatment	5 000 CZK / EUR 200

- 3.2 These insurance payments limits apply to a single insured event of a single insured person. Irrespective of any change in the EUR/CZK exchange rate, the insurer guarantees an insurance payment limit of EUR 60,000 converted according to the exchange rate of the Czech National Bank valid on the date of the insured event.

## Article 5. Insured Event

1. An insured event is a sudden acute illness or injury of the insured person which occurred during the period of insurance and which requires the provision of necessary and urgent care or assistance service in accordance with the Insurance Terms and the agreed scope of insurance.
2. Events having a single cause and involving all facts and their consequences that are directly related to one another in terms of the cause, time or otherwise, shall be considered a single insured event.

3. In association with the insured event, the insurer shall reimburse the reasonable and purposefully expended costs of:
- a) Necessary and urgent health care of the insured person, which includes:
    - i. Necessary and urgent examinations required to establish the diagnosis and treatment;
    - ii. Necessary and urgent outpatient medical treatment;
    - iii. Necessary and urgent stay in a health care facility (hospitalisation) in a standard room with standard equipment and standard health care for the time necessary; diagnostic tests, treatment including surgery, anaesthesia, drugs, medical supplies, and hospital food;
    - iv. Medication prescribed by a physician in connection with the insured event and appropriate to necessary and urgent care;
    - v. Necessary and urgent treatment by a dentist for acute painful dental conditions treated with extractions or simple fillings (including X-rays) and treatment for immediate pain relief related to the oral mucosa, up to the insurance payment limit defined in These Supplementary Insurance Terms;
  - b) Transport of the insured person from a physician to a health care facility or from a health care facility to another specialised health care facility if so required by the insured person's condition according to the insurer's assessment and recommended by the attending physician;
  - c) Transport of the insured person from a health care facility back to the place of residence in the Schengen Area unless public transport can be used for the transport for health reasons;
  - d) Repatriation of the insured person which is medically necessary and possible; repatriation is assessed, approved and organised by the insurer and the insured person is repatriated to the territory of the state whose travel document the insured person holds, or to another state where the insured person is allowed to reside;
  - e) Transport of the insured person's remains back to the territory of the state whose travel document the insured person held, or to another state where the insured person was allowed to reside; the transport of the remains is carried out by a specialised organisation after prior approval by the insurer.

#### **Article 6. Insurance Exclusions**

1. This insurance is subject to the exclusions and limitations set out in the Insurance Terms.
2. Furthermore, the insurer shall not be obliged to provide insurance payment if:
  - a) The damage event occurred outside the Schengen Area and/or transit country;
  - b) The damage event occurred as a result of a violation of legislation in the Schengen Area and/or transit country, by the insured person or by the person exercising the right to insurance payment;
  - c) The damage event occurred in the territory of the Czech Republic and/or in the country whose travel document the insured person holds, or in the country where the insured person is a participant in public health insurance;
  - d) The damage event is a result of suicide, attempted suicide or deliberate self-inflicted injury by the insured person;
3. The insurer is not obliged to provide insurance payment for a damage event that occurs after the expiry of a 90-day period of continuous stay in a Schengen Area country or in the territory of a transit country.
4. Furthermore, the insurer shall not be obliged to provide insurance payment in the following situations:
  - a) The insured person's medical treatment is related to the treatment of a disease or injury that existed or whose cause or symptoms occurred before the conclusion of the insurance policy, including the administration of drugs;
  - b) Health care is appropriate and expedient for the insured person, but can be postponed and provided after the insured person has returned to the territory of the state whose travel document the insured person holds, or to another state in which the insured person is permitted to reside;
  - c) Preventive examinations of the insured person, check-ups or medical examinations and treatments not directly related to the insured person's sudden illness or injury; examinations, check-ups and treatments under this provision are possible only after approval by the insurer;
  - d) Examinations, check-ups and other medical procedures in the insured person's personal interest that do not pursue a treatment purpose;
  - e) Examinations, check-ups and other medical procedures relating to laboratory tests (including laboratory and ultrasound) to detect pregnancy, abortion, any complications of a high-risk pregnancy, any complications after the 18th week of pregnancy, childbirth including premature one and puerperium, examination and treatment of infertility and artificial insemination and costs associated with contraception and hormone treatment; any complications of pregnancy if the insured person was pregnant when the insurance was taken out;
  - f) Non-acute dental treatment of the insured person and related services, costs of dentures, dental crowns or jaw adjustments, braces, bridges, removal of tartar or plaque;
  - g) Treatment of the insured person by a close person or by a person lacking appropriate qualifications, treatment outside a health care facility registered in the Schengen Area, treatment using methods not scientifically recognised in the Schengen Area;
  - h) Purchase of drugs and medical aids without a prescription;
  - i) Health care is provided to the insured person in excess of the extent of necessary and urgent health care;
  - j) Examination and treatment of congenital developmental defects of the insured person;
  - k) Production and repairs of prostheses (orthopaedic, dental), glasses, contact lenses or hearing aids and the purchase of orthoses in a design other than the basic one;
  - l) Reimbursement for premium health care and services;
  - m) Reimbursement for supportive drugs, vitamin preparations and supplementary food;
  - n) Examination and treatment of hepatitis;



- o) Organ transplants, treatment of haemophilia, insulin therapy except first aid, chronic haemodialysis, peritoneal dialysis, growth hormone treatment, interferon treatment and administration of medication started prior to the date of insurance;
- p) Examination of the insured person and treatment of sexually transmitted infections, including HIV/AIDS.

**Article 7. Final Provisions**

1. These Supplementary Insurance Terms supplement the provisions of the General Insurance Terms, and along with the General Insurance Terms they form an integral part of the insurance policy.
2. These Supplementary Insurance Terms take effect on 1 April 2024.