



General Insurance Terms and Conditions for Travel Insurance



VPPCPSA-Kiwi.com dated 15th July 2023

I. PART COMMON PROVISIONS

Article 1. Introductory Provisions

1. For this travel insurance (hereinafter the "insurance"), which is arranged by the policyholder with the insurer INTER PARTNER ASSISTANCE S.A., a member of AXA group, with registered office at Boulevard du Régent 7, 1000, Brussels, Belgium, registered with the Commercial Register maintained by the Greffe de Tribunal de commerce de Bruxelles under Registration Number 0415591055, acting through INTER PARTNER ASSISTANCE, organizační složka (branch office), with registered office at Hvězdova 1689/2a, 140 62, Prague 4, Identification Number (IČO): 28225619, registered with the Commercial Register kept by the Municipal Court in Prague under Reference File A 59647, (hereinafter the "insurer"), is subject in particular to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), and the insurance contract, of which these General Insurance Terms and Conditions for Travel Insurance VPPCPSA-Kiwi.com dated 15th July 2023 (hereinafter also "Insurance Terms and Conditions") form an integral part.
2. In case of a conflict between the provisions of the insurance contract and the provisions of these Insurance Terms and Conditions, the insurance contract shall prevail. A conflict shall not be deemed to exist if these Insurance Terms and Conditions or Special Terms and Conditions contain a more detailed regulation of individual provisions.
3. The insurance shall be governed by the law of the Czech Republic.
These insurance terms and conditions cover general provisions for medical expenses insurance, liability insurance, trip cancellation insurance, and assistance services insurance, and the specific conditions for these risks are set out in thee:
 - Special Insurance Terms and Conditions for Medical Expenses Insurance SPPPLVSA-Kiwi.com dated 15th July 2023;
 - Special Insurance Terms and Conditions for Liability Insurance SPPOSA-Kiwi.com dated 15th July 2023; and/or
 - Special Insurance Terms and Conditions for Trip Cancellation Insurance SPPSCSA-Kiwi.com dated 15th July 2023 (hereinafter together as the "Special Terms and Conditions").
4. The insured chooses which of the insured risks referred to in paragraph 4 of this Article will be covered when arranging the insurance.

Article 2. Subject Matter of the Insurance

1. The subject matter of the insurance is to provide security for the insured during their travels and stay outside the territory of their home country to the extent and under the conditions set out in the insurance contract, the Insurance Terms and Conditions and Special Terms and Conditions.
2. The insurance is arranged as a short-term individual insurance and covers the insured during their study, tourist or business trips of an administrative nature abroad.
3. Depending on the insurance program, the insurance includes the following risks:
 - a) medical expenses insurance (PLV), which can be arranged as MEDEX60 or MEDEX200
 - b) liability insurance (ODP)
 - c) trip cancellation insurance, which can be arranged as Cancellation80 (with 20% deductible) or Cancellation100 (with 0% deductible) option.;
 - d) assistance services insurance (applies only to medical expenses insurance and liability insurance risks).

Article 3. Commencement, Effectiveness, Termination of Insurance, Right to Insurance Benefits and Insurance Term

1. The insurance shall commence on the date the insurance is arranged in favor of the third party – the insured. Details of the commencement, duration, and termination of the insurance are set out in the insurance certificate. The insured shall declare their acceptance of the insurance terms and conditions by arranging the insurance.

2. The insurance of each individual insured shall be effective from 00:00 hours on the date shown on the insurance certificate as the start of the insurance provided that the premium has been paid by the policyholder or rather the fee for insurance has been paid by the insured to the policyholder.
3. The beneficiary's right to the insurance benefit shall arise at the moment of the insured's check-in at the airport on departure from the departure point of the first flight listed on the purchased ticket, but not earlier than the date indicated on the insurance certificate as the start date of the insurance, and shall end at the moment of the insured's check-in at the airport on arrival at the arrival point of the last flight listed on the purchased return ticket, but not later than at 24:00 hours on the date indicated on the insurance certificate as the end date of the insurance, whichever is earlier. If the insured has a one-way ticket, the insurance ends at 24:00 hours on the date shown on the insurance certificate as the end of the insurance, or at the time of crossing the national border of the home state on the insured's return or at the time of check-in at the airport on the insured's arrival in the home state, whichever is earlier.
4. The insurance is arranged for a definite term, the insurance period is indicated on the insurance certificate.
5. Each individual insurance expires:
 - a) on expiry of the insurance period;
 - b) by written agreement between the insurer and the policyholder or the insured;
 - c) by termination notice of the insurer or the policyholder or the insured as defined in the Civil Code;
 - d) in other ways as provided for in the Civil Code.
6. If the individual insurance is terminated by written agreement between the insurer and the policyholder or the insured on the date indicated on the insurance certificate as the insurance start the latest, the insurer shall refund the premium paid by the policyholder less the costs associated with the conclusion of the insurance, which is 20% of the premium. Similarly, the policyholder shall refund the fee for insurance paid by the insured to the policyholder less the costs of arranging the insurance, which shall be 20% of fee for insurance. The policyholder and the insured are obliged to return all documents evidencing the arranging of the insurance.
7. If the insurance terminates during the insurance term, the insurer is entitled to the insurance premium until the end of the insurance period, unless otherwise specified in the Civil Code or the insurance contract.
8. The insurance cannot be interrupted during the insurance period.
9. The effective date of insurance cannot be determined before the date on which the insurance commenced.

Article 4. Insurance Premium and Fee for Insurance

1. The premium shall be paid by the policyholder and shall be a single premium. The amount of the premium and the method of payment shall be governed by the provisions of the insurance contract.
2. The premium shall be determined according to the scope of insurance, the risk rating, the limit of insurance benefit, or other factors determining its amount.
3. If the amount of the premium depends on the age of the insured, the age of the insured as of the date of commencement of the insurance as stated on the insurance certificate shall be decisive for the determination of the amount of the premium, unless otherwise stated in these Insurance Terms and Conditions, Special Terms and Conditions, or the insurance contract.
4. The amount and due date of the fee for insurance paid by the insured to the policyholder for arranging the insurance is provided in the insurance certificate.

Article 5. Geographical Scope of Insurance, Insured Persons

1. The insurance covers insured events which occurred in any countries of the world.
2. The insurance does not cover events which occurred in the territory of:
 - a) the insured's home country, unless provided otherwise in the Insurance Terms and Conditions or the Special Terms and Conditions;
 - b) the country of which the insured is a national or in which the insured is a permanent resident or a participant in public health insurance; except that if the insured is a permanent or temporary resident of the home country and is also a participant in public health or similar insurance in that country, then the insurance shall also cover events occurring in the country of which the insured is a national;
 - c) the country on the territory of which the insured is illegally present.
3. Trip cancellation insurance also applies to insured events which occurred in the home country.
4. Under trip cancellation insurance, the insured persons are the insured beneficiary and up to 3 of the insured's companions who are travelling abroad with the insured.
5. The insured person is the person named on the insurance certificate.
6. Both Czech citizens and foreign nationals can be insured.

Article 6. Insured Event, Insurance Benefit, Investigation of Insured Event, and Deductible

1. An insured event is an accidental event covered by the insurance, specified in the insurance contract or Special Terms and Conditions, which occurs during the insurance period and based on which the insurer is obliged to provide the beneficiary with insurance benefits according to the provisions of the insurance terms and conditions.
2. The upper limit of insurance benefit for individual insurances is determined by the sum insured or the limit of insurance benefit, the amount of which is specified in the Overview of Insurance Benefits.
3. The sum insured or the limit of insurance benefit of individual insurances specified in the Overview of Insurance Benefits shall represent the upper limit of insurance benefit per insured and for the entire period of insurance. The Overview of Insurance Benefits also shows the sub-limits of insurance benefit and the amount of deductible of the insured, if any. If a sub-limit of insurance benefit is shown in the Overview of Insurance Benefits, the insurer will provide insurance benefit up to the amount of such sub-limit. If a deductible of the insured is shown in the Overview of Insurance Benefits, this deductible applies to each insured event.
4. The insurer decides on the insurance benefit and its amount based on the submitted documents and in accordance with the Insurance Terms and Conditions, Special Terms and Conditions, and the insurance contract.
5. Investigation of Insured Event
 - a) If an event occurs with which the person who considers themselves to be the beneficiary connects a claim for insurance benefits, they shall notify the insurer without undue delay, give a truthful explanation of the occurrence and extent of the consequences of such event, of the rights of third parties and of any multiple insurance; at the same time the insurer shall submit the necessary documents and proceed in the manner specified in the insurance contract, the Insurance Terms and Conditions and the Special Terms and Conditions. If the person who is deemed to be the beneficiary is not at the same time the policyholder or the insured, the obligations referred to in the provisions of this paragraph shall also apply to the policyholder and the insured.
 - b) Without undue delay after notification under paragraph (a) of this Article, the insurer shall initiate the investigation necessary to determine the existence and extent of its obligation to pay. The investigation shall be completed by communicating the results thereof to the beneficiary, who exercised their right to insurance benefit; at the request of that person, the insurer shall in writing provide them with reasoning for the amount of the insurance benefit or, where appropriate, the reason for refusing it.
 - c) If the notification referred to in the preceding paragraphs contains knowingly false or grossly misrepresented 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, or any other beneficiary causes the costs of the investigation to be incurred or increased by a breach of obligation, the insurer shall be entitled to reasonable compensation in respect thereof.
 - d) If there are reasons related to the investigation of the insured event, the insurer may request information about the insured's health and the determination of the insured's health or cause of death if the insurer has been given consent to do so by the insured or a beneficiary in the event of the insured's death. If the insured or the beneficiary does not give the insurer consent or withdraws their consent in the course of the investigation of the insured event and if this has a material effect on the establishment or determination of the amount of the insurance benefit, the insurer has the right to reduce the insurance benefit in proportion to the effect this has had on the extent of the insurer's obligation to pay.
 - e) The determination under the preceding paragraph shall be made based on an examination by a physician designated by the insurer. In this case, the insurer shall pay for:
 - the costs associated with such medical examination or check-up;
 - travel expenses in the amount of a public bus ticket or a second-class rail passenger transport ticket;
 - the costs of issuing a medical report, if required.
 - f) If the insurer does not require the medical examination, check-up or medical report, it shall not pay the costs associated with it.
6. The insurance benefit is 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 benefit or to establish the person entitled to receive the insurance benefit cannot be completed within 3 months from the date of notification, the insurer shall inform the notifier why the investigations cannot be completed; if the notifier so requests, the insurer shall inform them of these reasons in writing. The insurer shall, at the request of the beneficiary, provide the beneficiary with a reasonable advance on the insurance benefit; this shall not apply if there is a reasonable ground for refusing to provide such advance.
7. The insurance benefit shall always be payable in the currency valid in the Czech Republic, EUR or USD according to the exchange rate of the Czech National Bank valid on the date of the insured event, except for direct payments to foreign medical institutions, foreign injured party, or other foreign entities, unless otherwise agreed or stipulated in the Insurance Terms and Conditions and the Special Terms and Conditions.

8. If the breach of an obligation by the policyholder, the insured or any other beneficiary had a material effect on the occurrence of the insured event, on its course, on the increase of the scope of its consequences or on the determination of occurrence or the amount of the insurance benefit, the insurer shall have the right to reduce the insurance benefit in proportion to the effect of the breach on the extent of the insurer's obligation to pay.
9. If the insured event was intentionally caused either by the beneficiary or by a third party at the beneficiary's initiative, no person shall be entitled to the insurance benefit under this insurance.

Article 7. Subrogation to the Insurer

1. If in connection with an imminent or occurring insured event the beneficiary, the insured or the person who has incurred rescue costs has a right to damages or other similar right against another, or if the insurer has provided the insured or the beneficiary with insurance benefit for an insured event caused by the actions of a third party, this claim, including accessories, security rights, and other rights connected with it, shall pass to the insurer at the moment of payment of the insurance benefit, up to the amount of the benefit paid by the insurer to the beneficiary. This does not apply if the person has incurred such a right against the person who lives in the same household with them or is dependent on them for maintenance unless the person caused the insured event intentionally.
2. The person whose right has been transferred to the insurer shall provide the insurer with the necessary documents and shall disclose to the insurer everything that is necessary for the making of the claim, in particular, disclose to the insurer true and complete information about the insured event, about the third party against whom they a right to damages or other similar right, about their insurer or legal representative, or, if any, about other persons acting on behalf of the third party, and, where applicable, about the damages received from the third party or another insurer.
3. If the person whose right has passed to the insurer makes a claim for damages against the third party responsible for 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 damages under this Article. The person whose right has passed to the insurer shall furthermore be obliged to provide the necessary cooperation to ensure that the insurer's right against the third party or the insurer of the third party can be enforced. The person whose right has passed to the insurer shall furthermore be obliged to take all measures to ensure that the insurer's right to damages under this Article is not barred or does not expire.
4. If the person whose right has passed to the insurer frustrates the transfer of the right to the insurer, the insurer shall have the right to reduce the insurance benefit by the amount which it could otherwise have received. If the insurer has already provided the benefit, it shall be entitled to compensation up to the amount of that benefit.

Article 8. Processing of Personal Data

1. The insurer, as the controller, is entitled to process personal data of the insured and the beneficiaries (hereinafter collectively as the "data subject") to the extent necessary for the proper performance of the insurer's obligations set out in the insurance contract and generally binding legal regulations. The insurer is entitled to process the personal data of the data subject for the period necessary to ensure the rights and obligations arising from the insurance contract and for the period resulting from generally binding legal regulations (e.g., Archives Act, Anti-Money Laundering Act, accounting or tax regulations, etc.).
2. The controller shall:
 - take such measures to prevent unauthorized or accidental access to, alteration, destruction or loss of, or unauthorized transfer of personal data, or other unauthorized processing or other misuse of personal data, provided that this obligation shall continue to apply after the processing of personal data has ceased;
 - to process only true and accurate personal data;
 - collect personal data only to the extent necessary for the stated purpose;
 - not to aggregate personal data that have been collected for different purposes;
 - when processing personal data, take care to protect the privacy of the data subject;
 - to provide information on the processing of personal data upon request of the data subject.
3. The controller is entitled to transfer personal data to other entities (hereinafter the "processor") for the purposes and for the period set out in paragraph 1 of this Article.
4. The controller undertakes to ensure that any persons who come into contact with the personal data (in particular employees of the controller, processors, employees of the processor) comply with the obligations laid down by law, the insurance contract, the Insurance Terms and Conditions and the Special Terms and Conditions, even after the contractual or employment relationship has ended.

Article 9. Form of Legal Acts, Delivery of Correspondence

1. Legal acts aimed at changing or terminating insurance must be made in writing.

2. Notification of an insured event may also be made by telephone or e-mail or online via the Saxana web portal www.axa-assistance.cz/saxana, however, if the insurer requests the beneficiary to do so, the notification of the insured event must be made in writing on the appropriate form of the insurer.
3. Correspondence during the investigation of an insured event may also be delivered by e-mail to the e-mail address of the insurer and/or the beneficiary or by fax to the fax number of the insurer and/or the beneficiary.
4. If requested in writing by the beneficiary, the insurer shall communicate the result of the investigation of the insured event to the beneficiary in writing or shall inform the beneficiary in writing why the investigation cannot be completed within the time limit.
5. A legal act, which must be in writing, shall be delivered to the other party in accordance with the provisions of this Article.
6. A legal act in writing (hereinafter a "letter") shall be delivered to the addressee:
 - a) through the holder of a postal license under a special legal regulation, to the last known address of the addressee to whom the document is addressed; or
 - b) electronically signed in accordance with special legal regulation; or
 - c) in person by an employee or an authorized person of the insurer.
7. Letters, including complaints, may be sent in writing to the address of the assistance service AXA ASSISTANCE CZ, s. r. o., Hvězdova 1689/2a, 140 62 Prague 4, Czech Republic. You may also address your complaint to the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, Czech Republic or you may settle any disputes out of court with the Ombudsman's Office of the Czech Insurance Association (www.ombudsmancap.cz) or the Czech Trade Inspection (www.coi.cz). You may also use the services offered by the European Commission at <https://webgate.ec.europa.eu/odr>.
8. Service is governed by Section 573 of the Civil Code. An incoming consignment sent using a postal service provider shall be deemed to have been delivered on the third working day after dispatch, but if sent to an address in another country, on the fifteenth working day after dispatch.
9. If acceptance of the consignment is refused by the addressee, it shall be deemed to have been delivered on the date of refusal of acceptance.
10. If the addressee is not present at the place of delivery without informing the insurer, the consignment shall be deemed to have been delivered on the date on which the consignment was returned as undelivered.
11. All legal acts and notifications concerning the insurance must be made in Czech or English.

Article 10. Definition of Terms

Acute illness is a sudden disorder of the insured's health arising during the insurance period which, by its nature, directly threatens the life or health of the insured independently of their will and requires necessary and urgent treatment. An acute illness is not an impairment of health if treatment has already begun before the commencement of the insurance or if the impairment of health has already manifested itself before the commencement of the insurance even if it has not been medically examined or treated.

Assistance service means a legal entity that provides insurance benefits and related assistance services to the beneficiary in the name of the insurer and on its behalf. The assistance service represents the insurer in the making, investigation, and handling of loss events. The assistance service or another representative authorized by the insurer has the right to act on behalf of the insurer in all insured events under the insurance. The address of the assistance service is AXA ASSISTANCE CZ, s. r. o., Hvězdova 1689/2a, 140 62 PRAGUE 4, Czech Republic.

Ordinary sports are the following ordinary recreational sports activities and sports practiced at a recreational level: aerobics, airsoft, aqua aerobics, badminton, baseball, basketball, running, cross-country skiing on marked trails, boccia, bowling, bridge, ice skating, boomerang, bungee running, bungee trampoline, curling, cycling, bicycle touring, drag boat - dragon boats, fitness and bodybuilding, floorball, footbag, soccer, frisbee, goalball, golf, handball, mountain biking (except downhill), cheerleaders, in-line skating, horse riding, elephant or camel riding, water banana riding, pedal boating, yoga, kayaking or canoeing of difficulty level WW1, card and other board games, kickboxing - aerobics, scooter running, cycle ball, korfbal, cricket, pool, marbles, bodybuilding, skittles, skiing on marked routes, ice stock, low rope obstacles (up to 1.5 m), mini trampoline, modern gymnastics, football, orienteering (including radio), pétanque, swimming, beach volleyball, diving with the use of a breathing apparatus to depths of up to 10 meters with or without an instructor, provided that the insured holds the necessary certificate (authorization) to engage in the activity, rafting of difficulty level WW1, fishing from the shore, showdown, snowboarding on marked trails including snow park, softball, spinning, sports modeling, squash, table football, table hockey, table tennis, streetball, synchronized swimming, chess, fencing (classical), darts, snorkeling, ballroom dancing, tennis, Tai Chi, tchoukball, rowing, water skiing, water polo, volleyball, hiking or trekking in easy terrain with a degree of difficulty max. 1UIAA and on marked paths without climbing aids and/or movement and stay at altitudes up to 3 000 m above sea level, via ferrata of difficulty grade A, juggling (diabolo, fire show, juggling, yoyo) and other sports of similar risk. The insurer decides on the danger level of sports and activities.

The pursuit of ordinary sports at the recreational level is covered by this insurance without any increase in the basic premium rates.

Time value is the value of a thing immediately before the insured event; it is determined from the new price of the thing, taking into account the degree of wear and tear or other deterioration of the thing or the appreciation of the thing by repair, upgrade or other means.

Home country means the country in which the insured permanently lives.

Hospitalization is a general term for prolonged treatment of persons or patients in an inpatient medical facility lasting several days that cannot be treated on an outpatient basis and that lasts at least 24 hours. It usually takes place in a hospital of some kind due to a serious injury or serious illness.

Fortuitous Event is an event that is reasonably expected to occur during the insurance period, but it is not clear at the time of arranging of the insurance whether and when it will occur.

Non-insurable sports are ordinary sports performed at a level other than recreational and all sports not specifically listed under ordinary sports. Non-recreational level means the practice of sports on a performance basis or in connection with the practice of professional sport or while participating in and preparing for publicly organized sporting competitions.

Beneficiary means a person who, as a result of an insured event, is entitled to insurance benefit.

Close person is, according to Section 22 of the Civil Code, a relative in the direct line of descent, a sibling, a spouse, a partner under another act governing registered partnerships; other persons in a family or similar relationship shall be deemed as close persons to each other if the damage suffered by one of them would reasonably be perceived by the other as his or her own. Persons who are in-laws or living together permanently shall also be deemed as close persons.

Insurance period is the period for which the insurance is arranged.

Insured event means an accidental event covered by the insurance, as specified in the insurance contract or Special Terms and Conditions, which occurs during the insurance period, and which gives rise to an obligation of the insurer to provide the policyholder or a third party with insurance benefits in accordance with the provisions of the insurance terms and conditions.

Insurance benefit is the benefit that the insurer is obliged to provide if an insured event occurs; the insurer shall provide it in accordance with the provisions of the insurance contract and the insurance terms and conditions.

Insurer is a legal person authorized to carry out insurance activities pursuant to Act No 277/2009 Coll., on Insurance Business, as amended.

Policyholder is a person who concluded an insurance contract with the insurer.

Insured means an individual whose health or other value of insurable interest is covered by the insurance, who has purchased a ticket from the policyholder and arranged insurance through the web portal www.Kiwi.com.

Insurance is a legal relationship established by an insurance contract by which the insurer undertakes to the policyholder to provide the insured or another beneficiary different from the insured with insurance benefit if a fortuitous event covered by the insurance (insured event) occurs and the policyholder undertakes to pay the insurer premium. For the purposes of these insurance terms and conditions, medical expenses insurance, assistance services insurance, liability insurance, trip cancellation insurance shall be considered insurance.

Professional sport means the achievement of sporting results for remuneration or other consideration, under contract with a sports organization or where the remuneration for the sporting activity is a source of income for the athlete. For the purposes of this insurance, we include other members of a sports team as professional athletes.

Overview of Insurance Benefits is a summary of all sums insured, limits of insurance benefits and deductibles agreed for individual insured risks within the insurance. The Overview of Insurance Benefits forms an integral part of the insurance terms and conditions.

Separately bought travel service is accommodation, hire of a private vehicle from a car hire company, a pre-purchased rail/bus ticket or a ferry boat ticket.

Business travel means, for the purposes of this insurance, travel abroad for business meetings or travel for the purpose of carrying out work, whether administrative or manual in nature.

Stabilized chronic disease is a disease existing at the time of the insurance arrangement for which the insured has not been hospitalized or acutely treated in the 12 months prior to the insurance arrangement, there has been no change in the original state of health, no change in treatment or adjustment of medication, the insured is not incapacitated for work due to the disease, nor is the insured scheduled for further examinations or awaiting the results of such examinations, except for periodic follow-up examinations.

Loss event means a fortuitous event that happened during the insurance period and from which the insured may be entitled to a claim for insurance benefit under these insurance terms and conditions. If the conditions set out in the Special Terms and Conditions are met, the loss event becomes an insured event, and the insurer is obliged to provide the insurance benefit.

Act of terrorism is the use of force or violence, or the threat of use of force or violence, by any person or group of people, alone or in someone's favor or in association with any organization 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 section of a population.

Tourist travel is recreational and/or sightseeing travel or stay; tourist travel does not include activities defined as business travel.

Bedridden - Bedridden means a situation in which the insured's state of health requires continuous bed rest and allows the insured to move from the bed only when absolutely necessary.

Accident is an unexpected and sudden action of external forces or of the insured's own bodily power, independent of the insured's will, which occurs during the insurance period and causes the insured to suffer impairment of health or death.

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

Neglected care is care where the insured fails to attend regular (at least once a year) preventive dental or gynecological check-ups.

Article 11. Exclusions from Insurance

1. The insurance does not cover cases:

- a) where the insured fails to follow the instructions of the insurer or assistance service and fails to cooperate effectively with them or fails to provide the documents required by the insurer or assistance service;
- b) where a loss event could have been foreseen or was known at the time the insurance was arranged;
- c) where a loss event occurred as a result of suicide, attempted suicide or deliberate self-harm by the insured;
- d) where a loss event occurred in connection with a riot instigated by the insured or the beneficiary or in connection with a crime committed by any of those persons;
- e) where a loss event occurred in connection with the insured's or the beneficiary's active or passive participation in a war, peacekeeping mission, combat or hostilities;
- f) where a loss event occurred in connection with the active or passive participation of the insured or the beneficiary in a riot, demonstration, insurrection or riot, public violence, strikes or an intervention or decision of public authorities;
- g) where a loss event occurred in connection with the insured's or beneficiary's active participation in or preparation for an act of terrorism;
- h) where a loss event occurred on a trip undertaken by the insured or beneficiary after the Ministry of Foreign Affairs of the Czech Republic, the British Foreign and Commonwealth Office, the World Health Organisation or other similar body has declared that it is not advisable for citizens to travel to the country or area in question or has been declared a war zone. This exclusion does not apply to the COVID-19 related recommendations of these institutions;
- i) where a loss event occurs on a trip undertaken by the insured or beneficiary after the Ministry of Foreign Affairs of the Czech Republic, the British Foreign and Commonwealth Office, the World Health Organisation or other similar institution has declared that it prohibits citizens from travelling to that country or area;
- j) where a loss event occurred in connection with a violation of the safety regulations or measures of the respective country and/or when the insured or the beneficiary did not comply with safety regulations or did not have the appropriate protective equipment at the time of the event (protective work equipment, helmet for cycling, skiing and snowboarding, helmet and life jacket for water sports, etc.) or did not have the appropriate valid authorization, such as a license to drive a motor vehicle, a license for recreational diving, etc.;
- k) where a loss event is related to the effects of consumption of alcohol or other narcotic, toxic or psychotropic substances;
- l) where a loss event occurred in connection with the practice of non-insurable sports;
- m) where a loss event occurred in connection with conduct in which the insured or the beneficiary failed to comply with the laws in force in the territory of the respective country;
- n) where a loss event was caused by or occurred in connection with nuclear energy or nuclear hazards;
- o) where a loss event was caused by chemical or biological contamination;
- p) where the insured or beneficiary is a participant in explorations or expeditions to a place with extreme climatic or natural conditions, to a geographically remote place or to vast uninhabited areas (e.g., desert, open sea, polar regions, etc.);
- q) where the insurer has been unable to investigate the claim because the insured or beneficiary has failed to release the attending physician or other institutions requested by the insurer or assistance service from the duty of confidentiality towards the insurer or the assistance service;
- r) where the insured or beneficiary has prevented the insurer or assistance service from making contact between the treating doctors or another institution requested by the insurer or assistance service;
- s) where a loss event occurred during the handling of pyrotechnics or firearms;
- t) where the insured or beneficiary knowingly falsely or incompletely informed the insurer or the assistance service about the loss event;

- u) where the loss event occurred in connection with the performance of the activities of a soldier, police officer, member of any other uniformed force or other security force or corps and in connection with work activities of a manual nature;
 - v) where the insured or beneficiary or a third party at their instigation has intentionally caused the insured event.
2. Other exclusions may be specified in the Special Terms and Conditions.
 3. Furthermore, the insurer shall not reimburse:
 - a) costs incurred by the insured or other persons in contacting the insurer or the insurer's assistance service;
 - b) any costs for telephone calls including roaming costs for international call-backs.

Article 12. Policyholder's Obligations

1. The policyholder is obliged to:
 - a) pay the insurer premium for each individual insurance under the insurance agreement duly and timely;
 - b) acquaint each insured with the contents of these insurance terms and conditions, the Insurance Product Information Document, the Information for Prospective Clients, and the Information Memorandum on the Processing of Personal Data, as well as other information relating to the insurance being arranged, and hand over the same to the insured with the insurance certificate immediately after the insurance has been arranged in the manner agreed in the insurance contract;
 - c) cooperate with the insurer or assistance service in verifying the occurrence of the loss event and in the handling of the insured event;
 - d) inform the insurer or assistance service without undue delay of any changes concerning the insurance;
 - e) inform without undue delay, in the event of a change to the insurance already arranged, those insured, whose insurance has been terminated based on the insurance arranged, of its termination, and those insured, whose insurance has been newly arranged based on the insurance arranged, of its commencement;
 - f) inform the insurer or assistance service without undue delay of any loss event of which it becomes aware.
2. The provisions of this Article are without prejudice to the policyholder's obligations under the insurance contract.

Article 13. Obligations of the Insured and the Beneficiary

1. In addition to the obligations set out in the Civil Code, the insured is obliged to take care that the insured event does not occur, in particular they must not violate any obligations aimed at averting or reducing the danger imposed on them by law.
2. The obligations imposed on the insured in the provisions of this Article shall also apply to the beneficiary.
3. The insured shall, in case of a loss event, first of all contact the assistance service with a request to secure the services included in the insurance, inform it about the loss event, in particular about the date and place of the loss event, provide the insurer with the data necessary to verify the claim for the provision of insurance benefits, request instructions from the assistance service and act in accordance with them. If the objective conditions of the occurrence of the loss event do not allow the insured to contact the assistance service with a request for assistance prior to the provision of services, the insured is obliged to do so as soon as the conditions of the development of the loss event permit.
4. In case of a loss event, the insured is further obliged to:
 - a) do everything possible to reduce the extent of the damage and its consequences;
 - b) upon return to the home country, notify the insurer in writing on the appropriate "Loss Event Notification" form without undue delay of the occurrence of the loss event and provide a true explanation;
 - c) to follow the instructions of the insurer and/or assistance service and to cooperate effectively with them, to fulfil any further obligations imposed by the insurer and/or assistance service after the occurrence of the loss event;
 - d) report the loss event to the police at the place of occurrence without delay if the loss event occurred under circumstances suggesting the commission of a crime or misdemeanor and submit the police report to the insurer;
 - e) after the occurrence of a loss event, secure sufficient evidence of the extent of the loss event through an investigation by the police or other investigative authorities, photographic or film material, video footage, third-party testimony, etc.;
 - f) answer truthfully and completely all questions from the insurer or assistance service regarding the insurance and the loss event and the extent of its consequences;
 - g) allow the insurer and/or the assistance service to carry out all necessary investigations of the loss event decisive for the assessment of the claim for the insurance benefit, its amount and provide the necessary cooperation in this respect; at the request of the insurer, request from their health insurance company an extract from the "Individual Account of the Insured", an extract from the medical records or a written medical report from the attending physician indicating the state of health of the insured prior to the commencement of the insurance and submit it to the insurer;

- h) notify the insurer without undue delay that criminal or other similar proceedings have been initiated against the insured in connection with the loss event and inform the insurer truthfully of the progress and results of such proceedings;
 - i) in order to ascertain information about the insured's state of health or the cause of the insured's death, release the attending physician from the duty of confidentiality towards the insurer or the assistance service.
5. The insured shall comply with the relevant safety measures of the country in their activities, including the use of functional protective equipment (protective work equipment, helmet for cycling, skiing and snowboarding, helmet and life jacket for water sports, etc.); for the performance of those activities where this is generally required, it is necessary or appropriate to have the relevant valid authorization, such as a license to drive a motor vehicle, a license for recreational diving, etc.
 6. If requested by the insurer or assistance service, the insured or the beneficiary is obliged to arrange, at their own expense, for the official translation of the documents necessary for the investigation of the loss event into Czech or English.
 7. If the insured has concluded insurance of the same or similar nature with another insurance company or other similar institution, they are obliged to make the insurer aware thereof.
 8. Anyone claiming benefits from the insurance shall submit the documents required by the insurer or assistance service if they have an impact on the determination of the insurer's obligation to pay and on the amount and scope of the insurance benefit.
 9. The insured shall take all legal and factual steps necessary to enable the insurer to enforce against a third party a right of recourse for damages or other similar right which the insurer has incurred in connection with the insured event or the provision of the insurance benefit.
 10. Additional obligations of the insured and the beneficiary may be specified in the Special Terms and Conditions.

Article 14. Insurer's Rights and Obligations

1. In addition to the obligations set out in the Civil Code and the insurance contract, the insurer has the following obligations:
 - a) to consult with the insured or the beneficiary the results of the investigation of the event or to notify him of the results without undue delay;
 - b) to request, at its discretion, original documents necessary for the provision of the insurance benefit, in particular original invoices and other original documents proving the actual costs incurred by the insured;
 - c) to require, at its discretion, documents proving that the person claiming the right to the insurance benefit is the beneficiary under these insurance terms and conditions;
 - d) to return to the insured or the beneficiary the original documents provided to the insurer which the insured or the beneficiary requests to be returned, except for the original proof of payment on the basis of which the insurance benefit has been provided.
2. The insurer is entitled in particular:
 - a) to investigate the occurrence, course and extent of the loss event (including requesting testimonies of the persons involved, expert opinions, or other documents);
 - b) to request and examine medical reports, an extract from the "Individual Account of the Insured" from health insurance companies.
3. If the insured or the beneficiary has breached the obligations set out in these Insurance Terms and Conditions or the Special Terms and Conditions, the insurer is entitled to reduce the insurance benefit proportionally or refuse to grant it.
4. If the insured or the beneficiary has breached the obligations set out in these Insurance Terms and Conditions or the Special Terms and Conditions and as a result of such breach the costs of the loss event investigation incurred by the insurer have been caused or increased, the insurer shall be entitled to claim reimbursement of such costs from the insured or the beneficiary.

Article 15. Closing Provisions

1. These insurance terms and conditions are an integral part of the insurance contract and of the insurance certificate for each individual insurance arranged.
2. These insurance conditions are executed in Czech, English, French, German, Italian and Spanish versions. In case of any discrepancy between the provisions of the Czech version and any other language version, the provisions of the Czech version of these insurance terms and conditions shall prevail.
3. Where these insurance terms and conditions refer to generally binding legal regulations, they shall mean the legal regulations valid and in force in the Czech Republic or in the country in which the insured event occurred.

4. All disputes arising out of or in connection with the insurance shall be settled, unless an agreement is reached by the parties to the insurance, by a competent court in the Czech Republic in accordance with generally binding legal regulations.
5. If any provisions of these insurance conditions become invalid or disputed as a result of a change in generally binding legal regulations, the generally binding legal regulation closest in nature and purpose to the original regulation shall apply.
6. These insurance conditions are effective from 15th July 2023.