



Special Insurance Terms and Conditions for Trip Cancellation Insurance



SPPSCSA-Kiwi.com dated 15th July 2023

Article 1. Introductory Provisions

1. For this trip cancellation insurance (hereinafter referred to as "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, Praha 4, Identification Number (IČO): 28225619, registered with the Commercial Register maintained by the Municipal Court in Prague under File Reference A 59647, (hereinafter the "insurer"), is subject in particular to Act No. 89/2012 Coll, the Civil Code, as amended (hereinafter also the "Civil Code"), and the insurance contract, an integral part of which are the General Insurance Terms and Conditions for Travel Insurance VPPCPSA-Kiwi.com dated 15th July 2023 (hereinafter the "Insurance Terms and Conditions") and these Special Conditions for Trip Cancellation Insurance SPPSCSA-Kiwi.com dated 15th July 2023 (hereinafter the "Special Conditions for Trip Cancellation Insurance").
2. In case of a conflict between the provisions of the insurance contract or the Insurance Terms and Conditions and the provisions of these Special Conditions for Trip Cancellation Insurance, the insurance contract shall prevail. A conflict shall not be deemed to exist if the Special Conditions for Trip Cancellation Insurance contain a more detailed regulation of individual provisions.
3. The insurance shall be governed by the law of the Czech Republic.

Article 2. Subject Matter of the Insurance, Insured Event

1. The insurance is arranged as non-life loss insurance and covers study and tourist trips or business trips of an administrative nature. The insurance can be arranged in two options Cancellation80 (with 20% deductible) or Cancellation100 (with 0% deductible).
2. The insurance covers the air ticket purchased through the policyholder and the subsequent paid and, due to cancellation of the air ticket unused, separately bought travel services.
3. Insured event is the assessment of cancellation fees to the insured as a result of cancellation of a pre-purchased air ticket and/or subsequent separately bought travel services due to:
 - a) the death of the insured, a close person to the insured, the insured's representative in employment or business, or a person travelling with the insured, provided that the event occurs during the period of insurance not more than 60 days before the start date of travel;
 - b) acute illness or accident to the insured, a close person to the insured, the insured's representative in employment or business, or a person travelling with the insured, as a result of which such person is hospitalized at the time of the scheduled departure for the trip and the insured is unable for objective reasons to undertake the trip;
 - c) acute illness or accident to the insured, a close person to the insured, the insured's representative in employment or business, or a person travelling together with the insured, as a result of which, at the time of the scheduled departure for the trip, such person is bedridden, and the insured is unable for objective reasons to undertake the trip;
 - d) damage to the insured's property caused by a natural disaster or a criminal act of a third party, the amount of which is estimated to be at least EUR 8 000;
 - e) complications in the insured's pregnancy if the pregnancy was discovered after the insurance was arranged; if such an event occurred during the insurance period.

Article 3. Commencement and Termination of the Insurance

In addition to the Insurance Terms and Conditions, the following facts are regulated:

1. The insurance can be arranged at the time of the purchase of the air ticket or thereafter before the start of the trip via the app of the policyholder.
2. The insurance shall terminate at the moment of the insured's departure from the departure point of the first flight indicated on the purchased air ticket, but no later than on the date indicated on the insurance certificate as the end date of the insurance, unless otherwise agreed in the insurance contract.

Article 4. Deductible

1. Deductible means the value, expressed as a percentage, which the beneficiary contributes to the incurred costs from their own financial resources.
2. The amount of the deductible is indicated on the insurance certificate and depends on the agreed insurance option:
 - a) in case of insurance under the Cancellation80 option, the deductible is 20% of the assessed cancellation fees;
 - b) in case of Cancellation100 option, the deductible is 0% of the assessed cancellation fees.

Article 5. Insurance Benefits

1. The limit of insurance benefits is set out in the Overview of Insurance Benefits at the end of these Special Conditions for Trip Cancellation Insurance.
2. In the context of one insured event, the insurer will provide the insured and up to 3 of their co-passengers who have been insured together with the insured by the insurer, with an insurance benefit in the amount of the cancellation fees (less any deductible) that the insured and up to 3 of their co-passengers are obliged to pay in connection with the insured event, up to the limit of the insurance benefit shown in the Overview of Insurance Benefits. The maximum overall limit of the insurance benefit applies to all the insured persons listed in one insurance certificate. If the insured's co-travelers are not their close persons, the insurer will only pay the insurance benefit to the co-travelers if any of these persons would have had to travel alone as a result of the insured's trip cancellation.
3. The amount of the insurance benefit is determined by cancellation fees, the amount of which is determined in accordance with the commercial terms and conditions of the air carrier or the provider of the cancelled subsequent travel service valid on the date of the purchase of the air ticket or travel service.
4. If only a deposit was paid at the time of the purchase of the air ticket or other travel service and the cancellation charges exceed 100% of the deposit paid, the insurer shall provide the insurance benefit up to the amount paid. The insurance benefit shall be provided up to the maximum amount of the paid air ticket or other travel service after deduction of the deductible, the upper limit of the insurance benefit is specified in the Overview of Insurance Benefits.

Article 6. Special Provisions

1. If the insurer requires a medical examination or a check-up, the insured is obliged to allow for an examination by a doctor appointed by the insurer. In this case, the insurer shall pay for:
 - a) the costs associated with such medical examination or check-up
 - b) travel expenses in the amount of a public bus ticket or a second-class rail passenger transport ticket
 - c) the costs of issuing a medical report, if required.
2. If the insurer does not require the medical examination, check-up, or medical report, it shall not pay the costs associated with it.
3. If at any time during the insurance period, the insured withdraws their consent to the determination and review of their state of health and if this affects the examination necessary to determine the extent of the insurer's obligation to pay, the insurer reserves the right to reduce the insurance benefit proportionately or refuse to pay it altogether.

Article 7. Exclusions from Insurance

1. The insurance does not cover, in addition to the Insurance Terms and Conditions, the following cases:
 - a) where treatment has already begun before the commencement of the insurance or where the illness or accident has occurred and the impairment of health has already manifested itself before the commencement of the insurance, even if it has not been medically examined or treated; the exclusion does not apply to a stabilized chronic illness;
 - b) where the loss event occurred as a result of scheduled medical procedures or examinations or other follow-up examinations or scheduled hospitalization, cosmetic and aesthetic procedures, and complications thereof;
 - c) where the loss event occurred due to medical or other complications related to psychological disorders or mental illness;
 - d) where the loss event occurred in relation to a pregnancy discovered before the insurance was arranged, including medical complications related thereto;

- e) where the insured already had information about the possible occurrence of the insured event at the time of the arrangement of the insurance;
 - f) where the loss event occurred due to bad geopolitical, climatic, ecological, or epidemiological situations in the target country;
 - g) where the loss event occurred due to a change in travel plans;
 - h) where the insured was not granted a visa;
 - i) when the insured was not granted time off from their employment;
 - j) when the tour or other travel service was paid up to the full cost of the tour at the time when the insured knew or should have foreseen that the insured event would occur; the exclusion applies to the amount of the difference between the full cost of the tour and the assessed cancellation fee;
 - k) not expressly mentioned in the provisions of Article 2(3) of these Special Conditions for Trip Cancellation Insurance.
2. The Insurer shall not reimburse the costs of any insurance and visa fees.

Article 8. Obligations of the Insured and the Beneficiary

1. In addition to the obligations arising from the Insurance Terms and Conditions, in case of a loss event the insured is obliged to immediately cancel the trip or the individual travel service with the respective provider. If the late cancellation of the trip or travel service results in an increase in cancellation fees, the insurer shall pay the insurance benefit in the amount to which the beneficiary would have been entitled if the trip or travel service had been cancelled on the next business day after the insured event occurred.
2. In case of a loss event, the insured is further obliged to:
 - a) provide the insurer with a document confirming the payment of cancellation fees (cancellation invoice or other confirmation from the tour operator or travel service provider);
 - b) provide the insurer with a copy of the contract or the tour confirmation issued by the policyholder and documents proving the expenses for the trip and stay abroad;
 - c) provide the insurer with any other documents requested by the insurer in connection with the investigation of the loss event (copy of death certificate, medical reports, confirmation of sick leave, proof of ownership of property/item, proof of damage to property/item, proof of payment for the tour or other travel service if it was fully or partially paid by a third party, etc.);
 - d) if the insured's co-passengers also claim the insurance benefit pursuant to Article 5(2) of these Special Conditions for Trip Cancellation Insurance, the insured shall produce documents confirming that these persons were to travel together with the insured and were insured together with them;
 - e) do everything they can to reduce the extent of the damage and its consequences;
 - f) follow the instructions of the insurer and/or assistance service and cooperate with them effectively, fulfil any further obligations imposed by the insurer and/or assistance service after the occurrence of the loss event;
 - g) report the loss event to the police at the place of its occurrence without delay if the event occurred under circumstances suggesting the commission of a crime or misdemeanor and submit a police report to the insurer;
 - h) after the occurrence of a loss event, secure sufficient evidence of the extent of the loss event through an investigation led by the police or other investigation authorities, photographic or film material, video footage, third-party testimony, etc.;
 - i) o answer truthfully and completely all questions from the insurer or assistance service regarding the insurance and the loss event;
 - j) allow the insurer and/or the assistance service to carry out all necessary investigations into the loss event decisive for the assessment of the claim for insurance benefit, the amount of the claim and provide any necessary assistance in relation hereto;
 - k) notify the insurer without undue delay that criminal 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;
 - l) release the attending physician from the duty of confidentiality towards the insurer or the assistance service.

Article 9. Closing Provisions

1. These Special Conditions for Trip Cancellation Insurance are an integral part of the insurance contract, the Insurance Terms and Conditions, and the insurance certificate for each individual insurance arranged.
2. These Special Conditions for Trip Cancellation Insurance are drawn up 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. These Special Conditions for Trip Cancellation Insurance conditions are effective from 15th July 2023.

OVERVIEW OF INSURANCE BENEFITS

TRIP CANCELLATION INSURANCE	STORNO-80 CANCELLATION	STORNO-100 CANCELLATION
Air ticket cancellation and follow-up services insurance The total limit of insurance benefits up to the amount of the paid air ticket and follow-up services, up to a maximum of € 5 000	20 % deductible	0 % deductible