

General Terms and Conditions of Comprehensive Health Insurance for Foreign Nationals

Article 1 Introduction

1. Comprehensive Health Insurance for Foreign Nationals (hereinafter referred to as the "Insurance") provided by Slavia pojišťovna, a.s., Id. No. 60197501, with its registered office at Revoluční 1, 110 00 Prague 1, the Czech Republic (hereinafter referred to as the "Insurer"), is governed by the laws of the Czech Republic, especially by Act No. 37/2004 Coll., on insurance contract, as amended (the Insurance Contract Act), by these General Terms and Conditions of Comprehensive Health Insurance for Foreign Nationals VPP KZPC 01/2012 (hereinafter referred to as the "General Terms and Conditions") and by the provisions of the insurance contract. The General Terms and Conditions form an integral part of the insurance contract. The insurance contract is concluded in the Czech language.
2. The Insurance is insurance for the event of illness under Section 62 of the Insurance Contract Act and is taken out as an insurance product against loss and damage for a fixed term. The Insurance is analogous to general health insurance; however, its scope is limited by exclusions and indemnity limits and is therefore not taken out under Section 62 (3) of the Insurance Contract Act.
3. The insurance contract applicable to Comprehensive Health Insurance for Foreign Nationals is evidence of travel health insurance for foreign nationals pursuant to Act No. 326/1999 Coll., on stay of foreign nationals in the Czech Republic, as amended.

Article 2 Definitions

1. **Policyholder** is the natural person or the legal entity that has concluded an insurance contract with the Insurer and is responsible for payment of the insurance premium.
2. **Insurer** is Slavia pojišťovna a.s.
3. **Insured Person** is the foreign national to whose health the Insurance applies.
4. **Beneficiary** is the Insured Person or a person who has demonstrably incurred the costs of healthcare provided to the Insured Person or, as the case may be, the Insured Person's newborn baby.
5. **Foreign National** is a natural person who is not a national of the Czech Republic (hereinafter the "CR").
6. **Insured Person's Card** is written confirmation from the Insurer for the healthcare provider concerning the Insurance Period and the scope of Insurance. Contact details for the assistance service are provided on the reverse of the Insured Person's Card.
7. **Tourist Stay** is a stay during which the Insured Person does not pursue or seek any gainful activity.
8. **Business Stay in the CR** is a stay during which the Insured Person pursues or seeks a gainful activity in the CR.
9. **Study in the Czech Republic** is a stay in the CR for the purpose of study pursuant to the Act on Stay of Foreigners in the Czech Republic.
10. **Loss Event** is an event that results in a loss and which may give rise to the right to indemnity.
11. **Insured Event** is an accidental state of affairs giving rise to the Insurer's responsibility to provide an indemnity.
12. **Insurance Period** is the period for which the Insurance was taken out.
13. **Sudden Illness** means sudden and unpredictable deterioration of the state of health that represents a direct threat to the health or life of the Insured Person, requiring acute and emergency healthcare.
14. **Injury** means sudden and unanticipated exertion of external forces or the Insured Person's own physical strength independent of the will of the Insured Person, resulting in damage to the health of the Insured Person or his/her death.
15. **Comprehensive Healthcare** aims to maintain or to improve the health of the Insured Person or, as the case may be, of a newborn baby of the Insured Person in accordance with par. 18. It includes outpatient and inpatient medical care including diagnostic care, preventive care, dispensary care, assistance and emergency services, provision of medicines and transport of patients provided by a Contracted Medical Facility, not exceeding the extent of healthcare normally covered by general health insurance of the CR; furthermore, it also includes possible repatriation or transport of the Insured Person's bodily remains, as appropriate. The scope of Comprehensive Healthcare is moreover determined by the type of insurance, scope of insurance, exclusions and indemnity limits pursuant to the insurance contract of which these General Terms and Conditions are an integral part. Healthcare normally covered by general health insurance of the CR means, within these General Terms and Conditions, healthcare which is fully covered or, in respect of provision of medicines (hereinafter "medicines"), partly covered by general health insurance of the CR, where the provision of and payment for such care is not conditional on a decision of a revision doctor, expert committee or any other authority of the health insurance company, where the regulatory fees paid by the persons insured under general health insurance are not, within these terms and conditions, considered to be payment for healthcare provided to such persons. Comprehensive Healthcare consists of acute and emergency healthcare and scheduled healthcare.
16. **Acute and Emergency Care** means healthcare provided to the Insured Person or, as the case may be, to a newborn baby of the Insured Person in accordance with par. 18 in the event of an Injury or Sudden Illness, where any delay can result in a serious deterioration of health, harm to health or a threat to life. It includes:
 - a) acute care provided by a medical assistance or emergency service;
 - b) doctor-indicated transportation to the nearest professional healthcare facility;
 - c) establishment of diagnosis and treatment procedure, including necessary examination;
 - d) acute and emergency medical interventions including necessary medicines and medical equipment;
 - e) necessary hospitalisation for a necessary period of time; The preceding are covered up to the extent of acute and emergency healthcare normally covered by the general health insurance system of the CR. The scope is further determined by the exclusions from the Insurance coverage and by the agreed indemnity limits.
17. **Scheduled Healthcare** is Comprehensive Healthcare other than acute and emergency healthcare.
18. **Postnatal Healthcare for a Newborn Baby** is Comprehensive Healthcare provided within the territory of the CR to a newborn baby of the Insured Person during the term of her insurance from the birth of the baby to the date of termination of continual postnatal hospitalization of the baby. For the purpose of this Insurance, a **newborn baby** means a baby up to 3 months of age.
19. **Contracted Medical Facility** is a medical facility in the CR with which the Insurer has signed a contract regarding the provision of healthcare covered by this Insurance. Information on the Contracted Medical Facilities shall be provided to the Insured Person by the assistance service. The current list shall be provided to the Insured Person upon execution of the insurance contract and is also available on the Insurer's website at www.slavia-pojistovna.cz.
20. **Transit Countries** are only those countries in the Schengen Area in the territory of which the Insured Person is present for the period of time necessary for the fastest and shortest transport of the Insured Person from his/her native country to the CR and back.
21. **Home Country** is the country whose valid travel document is held by the Insured Person.
22. **Non-contracted Medical Facility** is any medical facility in the CR which is not a Contracted Medical Facility and every medical facility in the Schengen Area outside of the CR.
23. **Initial Age of the Insured Person** is the difference between the year when the Insurance commenced and the year of birth of the Insured Person.
24. **One-off Premium** is a premium determined for the entire Insurance Period.

Article 3 Subject of the Insurance, Insured Risk, Insured Event

1. The Insurance applies to the cost of healthcare provided to the Insured Person in the territory of the CR and related assistance services. The Insurance covers Comprehensive Healthcare provided by a Contracted Medical Facility and acute and emergency care provided by a Non-contracted Medical Facility. If the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance is agreed in the insurance contract, the preceding part of this paragraph applies to both the Insured Person and her newborn baby.

2. Depending on the agreed scope of insurance, the Insurance also covers the cost of acute and emergency healthcare provided to the Insured Person in the territory of the Schengen Area outside the territory of the CR and related assistance services.
3. Loss means the cost incurred to provide healthcare to the Insured Person within the scope of the Insurance taken out.
4. The insured risk during the Insured Person's stay in the CR consists in a change in the Insured Person's state of health resulting from an illness, an injury or other reasons related to the state of health of the Insured Person; such a change may occur during the term of the Insurance and cause a health condition which requires the provision of healthcare, as well as the need to prevent any adverse changes in the Insured Person's health condition through medical care, as appropriate. If the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance is agreed in the insurance contract, the preceding sentence applies to both the Insured Person and her newborn baby.
5. An Insured Event is an illness, an injury or other change in the Insured Person's state of health as a result of which, or in order to avert such an event, it was necessary to provide healthcare or, as the case may be, assistance services to the Insured Person corresponding to the conditions and scope of the Insurance taken out, where the Insured Person became liable to pay the costs of the healthcare to the medical facility or to pay the costs of assistance services to the provider, as appropriate. If the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance is agreed in the insurance contract, the preceding sentence applies to both the Insured Person and her newborn baby. The healthcare must be provided during the term of the Insurance and at the place of the Insurance.
6. Events arising from one cause, comprising all the facts and their consequences, amongst which there is a causal, chronological or other direct link, shall be deemed to be a single Insured Event.
7. Childbirth is an event which occurred upon commencement the first health procedure related to the forthcoming childbirth and which is not included in pregnancy care.

Article 4 Type of Stay, Territorial Scope

1. The scope of Insurance in the territory of the CR depends on the agreed type of insurance of the Insured Person in the territory of the CR. Insurance may be agreed for:
 - a) "Business Stay"
 - b) "Tourist Stay"
 - c) "Study"For the territory of the CR, the scope of Insurance is based on the agreed type of stay in the CR.
2. The territorial scope of "CR + Transit Countries" or "CR + Schengen" may be agreed in the insurance contract
 - a) If the territorial scope of CR + Transit Countries is agreed in the insurance contract, the place of insurance shall be the territory of the CR and the Transit Countries specified in these General Terms and Conditions (VPP KZPC).
 - b) If the territorial scope of CR + Schengen is agreed in the insurance contract, the place of insurance shall be the territory of the entire Schengen Area including the Transit Countries specified in these General Terms and Conditions (VPP KZPC).

For the Schengen area, save for the territory of the CR, the Insurance applies only to a Tourist Stay of the Insured Person in the Schengen area, where the duration of the stay may not exceed 30 days.

Article 5 Waiting Period

1. Pregnancy of the Insured Person shall not be deemed to be an Insured Event provided that the pregnancy indisputably commenced prior to expiry of the third month of the Insurance Period, as certified by a specialist doctor. The waiting period does not apply if the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance is agreed in the insurance contract.
2. Childbirth as a result of pregnancy of the Insured Person that commenced prior to expiry of the third month of the waiting period, as certified by a doctor, shall not be deemed to be an Insured Event. In the event that a child is born by the end of the eighth month of the Insurance Period, the childbirth shall not constitute an Insured Event. The waiting period does not apply if the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance is agreed in the insurance contract.

3. If the WOMAN (ŽENA) type of insurance is agreed in the insurance contract, the waiting period under par. 1 and 2 may be reduced provided that the insurance contract is directly related to a previous insurance contract applicable to Comprehensive Health Insurance for Foreign Nationals concluded with the Insurer for the benefit of the same Insured Person.

Article 6 Scope of Insurance

1. Only a foreign national of sound health may be an Insured Person.
2. One of the following types of insurance may be taken out:
 - a) **MAN (MUŽ)**
 - b) **WOMAN (ŽENA)**
This type of insurance also includes Comprehensive Healthcare provided to the Insured Person in relation to her pregnancy and childbirth in accordance with Article 5. This type of insurance does not include postnatal care for a newborn baby.
 - c) **MOTHER AND BABY (MÁMA A MIMINKO)**
This type of insurance includes Comprehensive Healthcare provided to the Insured Person in relation to her pregnancy and childbirth, not subject to the waiting periods defined in Article 5. Beyond the scope of the WOMAN (ŽENA) insurance, this type of insurance includes postnatal care for babies born to the Insured Person during the term of her insurance.
 - d) **PROFESSIONAL SPORT (PROFESIONÁLNÍ SPORT)**
This type of insurance includes Comprehensive Healthcare provided to the Insured Person in relation to events that occurred in relation to the pursuit of professional sport in the territory of the CR.
3. The indemnity covers the necessary and reasonable costs justifiably and demonstrably incurred in accordance with the applicable medical and legal regulations:
 - a) for Comprehensive Healthcare provided to the Insured Person by the relevant medical facility.
 - b) for Postnatal Healthcare for a Newborn Baby provided by the relevant medical facility if the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance was taken out.
4. The indemnity for Comprehensive Healthcare provided by the relevant medical facility in the CR pursuant to the preceding paragraph shall be provided only up to the amount of the standard payment for this care in the Czech general health insurance system, or a standard payment which would otherwise be paid in the general health insurance system of another member country of the Schengen Area in whose territory acute and emergency care was provided to the Insured Person.
5. The Insurer shall provide the Insured Person or another person with indemnity for the costs demonstrably incurred by the person during the term of the Insurance for medicines prescribed by a doctor during outpatient care within the scope of the concluded type of insurance in accordance with paragraph 4 above, up to the relevant indemnity limit as agreed in the insurance contract. The maximum indemnity to cover the costs of medicines prescribed by a doctor during outpatient care shall be equal to the amount of reimbursement for this medicine within the Czech general health insurance system, as specified in the applicable, currently valid regulation of the Ministry of Health of the CR (The list of medicinal products fully or partially covered from health insurance).
6. The Insurer shall provide indemnity in relation to direct provision of the following assistance services:
 - a) Repatriation of the sick Insured Person, which is possible and necessary from the healthcare viewpoint and is organised by the assistance service provider based on a decision of the Insurer and with the assent of the attending doctor of the Insured Person to the country of which the Insured Person is a passport holder or to another country in which the Insured Person has permitted residence. Upon prior approval and if duly justified, the Insurer may also cover the transportation costs of another person required to accompany the Insured Person if necessary from the medical viewpoint;
 - b) Transport of the bodily remains of the Insured Person to the country of which the Insured Person was a passport holder or to another country in which the Insured Person had permitted residence, organised by the assistance service upon approval by the Insurer.
7. If an Insured Event has taken place and continuous hospitalisation of the Insured Person exceeds or is likely to exceed the term of the Insurance, the Insurer shall decide on the further procedure as follows:
 - a) if the health condition of the Insured Person allows for repatriation, the Insurer shall decide, with the assent of the attending doctor, on repatriation;
 - b) if the health condition of the Insured Person does not allow for repatriation, the Insured Person shall be treated in a medical facility designated by the Insurer until his/her repatriation is possible from the medical viewpoint.
8. The extent of the Insurer's obligation to provide indemnity is limited by exclusions from the Insurance and by indemnity limits.
9. The insurance is taken out subject to the following limits:

- a) **Comprehensive health care and transport** is a partial indemnity limit for Comprehensive Healthcare provided as a result of all the Insured Events that occur during the term of the Insurance, including the costs of repatriation or transport of the bodily remains of the Insured Person. Repatriation and transport of bodily remains must be organised exclusively by the Insurer's assistance service.
 - b) **Dental care for the Insured Person (SP)** is a partial indemnity limit for all dental interventions that are exactly specified in the overview of reimbursed dental interventions. This overview shall be provided to the Insured Person upon execution of the insurance contract and is also available on the Insurer's website at www.slavia-pojistovna.cz.
 - c) **Medicines prescribed to the Insured Person during outpatient care (AL)** is a partial indemnity limit for any medicines prescribed by a doctor to the Insured Person during outpatient care in relation to all Insured Events that occur during the term of the Insurance.
 - d) **Postnatal healthcare for a newborn baby** is a partial indemnity limit for the costs of postnatal healthcare for a newborn baby for all Insurance Events related to all newborn babies born during the term of their mother's Insurance and which occurred during the term of the Insurance if the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance was taken out.
10. The upper limit of indemnity for losses that arise in the Schengen Area outside the territory of the CR is EUR 30,000.

Article 7 Indemnity

1. The Insurer shall provide the indemnity to the Beneficiary; in respect of healthcare provided by the relevant medical facility, the indemnity shall be paid directly to that medical facility.
2. The indemnity shall be paid by the Insurer to the Beneficiary upon presentation of the original counterparts of the required documents (pursuant to Art. 14 (3)). The original counterparts of these documents shall remain with the Insurer and will not be returned. If the original counterpart of a document on payment has been submitted to a person other than the Insurer, a copy shall suffice provided that the former indicated and confirmed identity with the original counterpart of the copy.
3. If the Insured Person who is the Beneficiary deceases with an outstanding claim to indemnity which (s)he did not receive during his/her lifetime, the procedure shall be governed by the applicable laws.
4. Unless agreed otherwise in writing by the parties, settlement under this Article is payable in the territory and in the currency of the CR, and the Insurer shall provide it by means of a wire transfer to the bank account of the Beneficiary or a postal order to the name and address of the Beneficiary.
5. If the payment of the costs covered by this Insurance fall within the responsibility of a third party, be it due to legal or contractual reasons, they shall be paid by that third party and the Insurer shall pay out only the difference between the actual loss amount and the amount which is to be covered by the third party; in the event of multiple insurance, payment shall be made in accordance with the Insurance Contract Act.

Article 8 Assistance Service

1. The purpose of the assistance service is to provide assistance to the Insured Person in relation to an Insured Event, particularly in the following situations:
 - language difficulties while communicating with the medical facility;
 - the need to obtain information on the Insurer's Contracted Medical Facilities in the CR;
 - arranging for the transport or repatriation of the Insured Person;
 - the need to recommend a medical facility abroad in the event of an Injury or a Sudden Illness during a Tourist Stay of the Insured Person in the Schengen Area.
2. The assistance service is provided by the Insurer's contractor. The headquarters of the assistance service are situated in Prague. For contact details of the assistance service headquarters, see the reverse of the Insured Person's Card.

Article 9 Exclusions from Insurance Coverage

1. The Insurer is not obliged to provide indemnity in cases that occurred before the premium was paid.
2. The Insurance shall not cover any event or loss that occurred:
 - a) outside the CR in relation to any activity of the Insured Person that does not correspond to a Tourist Stay;
 - b) outside the Schengen Area;
 - c) as a result of a terrorist act in which the Insured Person actively participated;
 - d) in the preparation for and pursuit of professional sport in the Schengen Area. This exclusion shall not apply in respect of events that occur in the territory of the CR if the "Professional Sport" (Profesionální sport) type of insurance was taken out.

3. The Insurer shall not provide indemnity in cases of:
 - a) artificial fertilisation, infertility examination and treatment, contraception and related interventions, abortion without documented serious health indication;
 - b) postnatal healthcare for newborn babies that were born to the Insured Person during the term of the Insurance unless the MOTHER AND BABY (MÁMA A MIMINKO) type of insurance was taken out;
 - c) dental interventions that are not listed in the overview of reimbursed dental interventions issued by the insurance company;
 - d) medical interventions not provided by a medical facility or medical staff, or are non lege artis or not recognised from the medical viewpoint;
 - e) corporate preventative care;
 - f) cosmetic procedures, acupuncture and homeopathy, including complications caused thereby;
 - g) rehabilitation, behavioural therapy and self-support training, with the exception of doctor-indicated post-trauma or post-surgery interventions;
 - h) physical or spa treatment or care provided by specialised medical institutions, and chiropractor services;
 - i) organ transplantation, treatment of haemophilia and other blood coagulation defects, insulin therapy with the exception of first aid, diabetes for children under 15 years of age and also pregnancy diabetes if the Insurance covers healthcare provided in relation to pregnancy of the Insured Person, treatment of chronic renal insufficiency by means of haemodialysis and peritoneal haemodialysis, growth hormone therapy, examination and treatment of congenital defects from establishment of the diagnosis; treatment of epilepsy except for the provision of first aid during an attack;
 - j) examination and treatment of mental disorders not related to treatment of an injury or illness to which the Insurance applies; psychological examination and psychotherapy; treatment of addictions, including examination and complications;
 - k) complications and consequences that occur in relation to medical interventions to which the Insurance does not apply;
 - l) viral hepatitis, from establishment of the diagnosis;
 - m) venereal diseases and AIDS, including their complications, from establishment of the diagnosis; tests to determine HIV infection and complications related to HIV infection;
 - n) manufacture and repair of glasses, contact lenses and hearing aids, treatment of speech defects;
 - o) events occurring during the search for and pursuit of a gainful activity by the Insured Person outside the territory of the CR;
 - p) events occurring in relation to the pursuit of a gainful activity in the CR unless the "Business Stay" type of insurance was taken out;
 - q) reimbursement for medicines and medical devices freely purchased without a doctor's prescription or whose administration started prior to the commencement of the Insurance;
 - r) manufacture and repair of powered wheelchairs and myoelectric prostheses;
 - s) the fact that the Insured Person becomes a participant in the general health insurance system in the CR.
4. The Insurer shall not pay indemnity:
 - a) for events whose apparent symptoms occurred or must have been known to the Insured Person or to the Policyholder prior to conclusion of the insurance contract;
 - b) if the Insured Person refuses to undergo treatment or the required health examination by a doctor designated by the Insurer or the Insurer's assistance service provider, as appropriate;
 - c) in the event of travelling to the CR or from the CR to other member countries of the Schengen Area with a view to obtaining healthcare.
5. The Insurer shall not pay indemnity if the entitlement of the Beneficiary from a single Insured Event does not attain the amount of CZK 100.
6. Other than in relation to treatment within the scope of acute and emergency healthcare in cases of injuries sustained in the territory of the CR in respect of insurance contracts concluded for an Insurance Period of 90 days or more, the Insurance shall not cover
 - a) losses caused by war, civil war or civil disturbances;
 - b) losses caused by hard radiation, nuclear reaction or radioactive contamination;
 - c) losses caused by the effects of chemical or biological weapons;
 - d) events where the Insured Person knowingly failed to observe the legal regulations applicable at the place of the Insurance (e.g. driving a motor vehicle without a valid driving license or due to gross violation of occupational safety regulations);
 - e) events occurring during testing of means of transport and during the performance of stuntman activities;
 - f) events occurring during activities at locations not designated for such a purpose (e.g. skiing outside of trails and boundaries, swimming in areas where it is forbidden, etc.);
 - g) events that occurred as a result of or in connection with:
 - i) consumption of alcohol or consequences related to the consumption of alcohol;

- ii) consumption or some other application of narcotic, psychotropic or addictive substances;
- iii) use or application of medicinal products and devices contrary to a doctor's recommendation or contrary to the directions for use or user's instructions;
- iv) the handling of a firearm or explosive, or the unauthorised or inexperienced handling of pyrotechnical devices and products;
- h) injuries sustained as a result of intentional conduct, fault or partial fault of the Insured Person;
- i) events occurring as a result of fault or partial fault of third parties.

Article 10

Conclusion of the Insurance Contract

1. The insurance contract is concluded upon acceptance of the Insurer's proposal. The proposal is accepted when signed unless the insurance contract is being concluded on the basis of an Insurer's proposal which expressly stipulates that the insurance contract is concluded only upon payment of the premium in the specified amount and by the specified deadline. The insurance contract is simultaneously an insurance policy (insurance certificate).
2. The Insurer shall prepare the draft insurance contract (proposal) on the basis of:
 - a) an application for conclusion of the insurance contract filled-in and signed by the applicant on the form provided by the Insurer and
 - b) a health questionnaire which is part of the application for conclusion of the insurance contract and which is fully and truthfully filled-in and signed by the Insured Person or the Insured Person's representative on the form provided by the Insurer; and
 - c) the record on the initial health examination of the Insured Person carried out at a Contracted Medical Facility within the scope stipulated by the Insurer.

The representative of the Insured Person consists in the Insured Person's legal or authorised representative or, as the case may be, if approved by the Insurer, the closest relative of the Insured Person. In exceptional cases, the Insurer may waive the requirement for the submission of a record on the initial health examination; if the insurance contract is concluded without an initial health examination, within 3 months of the commencement of the Insurance, the Insurer has the right to request that the Insured Person undergo the initial health examination within the prescribed scope and deliver the record on the examination to the Insurer. In the event that the Insurer ascertains any differences between the state of health following from the questionnaire and this record, the Insurer is authorised to charge an additional premium to the Policyholder for increased risks and determine the deadline for payment, which may not be less than 1 month from delivery to the Policyholder. If the Policyholder fails to pay the additional premium within the set deadline, the agreed Insurance Period shall be reduced pro rata according to the amount of the unpaid additional premium charged by the Insurer.

3. The costs of the initial health examination shall be paid to the Contracted Medical Facility by the person who lodged the application for the conclusion of the insurance contract.
4. After conclusion of the insurance contract, the Insurer shall issue an Insured Person's Card to the Policyholder.
5. Attached to the insurance contract shall be a list of Contracted Medical Facilities and information on the assistance service. The list of Contracted Medical Facilities and information on the assistance service may be modified by the Insurer as necessary. The current list of Contracted Medical Facilities and information regarding the assistance service is published on the Insurer's website at www.slavia-pojistovna.cz and is also available from all the business partners of the Insurer.
6. The effect and validity of the Insurance at the place of the Insurance shall be conditional on the Insured Person's lawful stay in the CR or in the Schengen Area, as appropriate, subject to the conditions stipulated by the applicable legal regulations.

Article 11

Insurance Period, Commencement and Termination of the Insurance

1. The insurance contract is concluded for a fixed term. The Insurance Period is agreed in the insurance contract.
2. The Insurance commences at 00:00 a.m. of the date specified in the insurance contract as the date of commencement of the Insurance. In the event that the date of commencement of the Insurance is not explicitly agreed in the insurance contract, it shall be deemed that the Insurance commences at 00:00 a.m. of the date following after conclusion of the insurance contract.
3. The Insurance shall terminate
 - a) upon expiry of the Insurance Period at 24:00 p.m. of the date agreed as the date of termination of the Insurance unless it has terminated earlier;
 - b) on the date of death of the Insured Person; however, if the Insurance applies to postnatal healthcare for a newborn baby of a deceased Insured Person, the Insurance shall terminate on the date of termination of this care pursuant to Art. 2 (18), but not later than on the date of expiry

of the Insurance Period agreed in the insurance contract that applies to this care;

- c) on the date of legal force of the decision on termination of validity of the Insured Person's residence permit for the CR or on dismissal of the Insured Person's application for a residence permit for the CR. The Insured Person is obliged to return all documents attesting to the validity of the Insurance within three business days of the date when (s)he learned of the decision;
 - d) on the date when the Insured Person or the Insured Person's legal representative refuses repatriation.
4. The Insurance shall not be interrupted within the meaning of the Insurance Contract Act.

Article 12

Responsibilities of the Insurer

1. In addition to other responsibilities stipulated by the generally binding legal regulations, the Insurer shall have the following obligations:
 - a) Upon receiving a report of an Insured Event associated with a claim to indemnity, without undue delay, the Insurer shall commence investigation required to ascertain the extent of its responsibility to pay indemnity. Should the costs of the investigation incurred by the Insurer be caused or increased due to breach of a duty on the part of the Insured Person, the Insurer has the right to require that the Insured Person pay appropriate compensation.
 - b) The Insurer shall complete the investigation within 3 months of the date on which it was notified of the event. If the Insurer cannot complete the investigation within the required period, the Insurer shall inform the person who may be or is entitled to indemnity of the reasons why the investigation cannot be completed and provide the person with an appropriate advance payment upon request. This deadline for the investigation does not apply if the investigation is rendered impossible or difficult through the fault of the Beneficiary, the Policyholder or the Insured Person. It can be extended by agreement.
 - c) To maintain confidentiality with respect to facts related to the Insurance of which the Insurer becomes aware during the process of taking out the Insurance, administration thereof and settlement of Insured Events; personal data may be provided only in accordance with the applicable version of Act No. 101/2000 Coll., the Personal Data Protection Act, as amended.
2. Indemnity is payable within 15 days of completion of the investigation pursuant to par. 1 above. The investigation is completed when the Insurer notifies the Beneficiary of the results.
3. The responsibility of the Insurer to pay indemnity under the insurance contract is subject to the occurrence of an Insured Event and the fulfilment of all the conditions and obligations arising from the insurance contract and parts thereof, e.g. payment of the insurance premium.
4. The Insurer shall provide the Policyholder and the Insured Person with information and services, particularly when verifying the validity and effectiveness of the insurance contract, and provide the required information on the Insurance.
5. If the insurance contract or the Insured Person's Card is lost, damaged or destroyed, the Insurer shall issue the Policyholder with a copy upon his/her request and at his/her expense.
6. The Insurer shall supply information about the Insurer and the Insurer's obligation to those interested in the Insurance before concluding the insurance contract, and shall provide this information through its employees and authorised insurance brokers.
7. During the term of the insurance contract, the Insurer shall supply information to the Policyholder to his/her address as specified in the insurance contract.

Article 13

Responsibilities of the Policyholder and of the Insured Person

1. In addition to the responsibilities stipulated by generally binding legal regulations, the Policyholder and the Insured Person shall truthfully and fully answer all the written questions put forth by the Insurer in respect of the Insurance being taken out. This also applies where the Insurance is amended or a Loss Event settled.
2. In addition, the Policyholder and the Insured Person shall:
 - a) inform the Insurer in writing of any change in any information given in the insurance contract at any time during the term of the insurance contract,
 - b) inform the Insurer in writing and without undue delay of any change in any information provided in response to a written question when taking out the Insurance,
 - c) enable the Insurer to perform investigation into the causes of the Loss Event and the extent of its consequences and co-operate with the Insurer in this respect,
 - d) inform the Insurer of all insurance contracts valid at the time of the Loss Event providing insurance cover for the same risk.
3. The Insured Person shall
 - a) do everything to avert the occurrence of an Insured Event and to reduce the extent of the ensuing loss,
 - b) notify the Police of the CR or any other competent authority accordingly and without undue delay should there be

suspicion of a criminal offence or misdemeanour related to the Loss Event,

- c) proceed so that the Insurer can exercise its right to indemnification or a similar right that the Insurer has incurred in relation to an Insured Event,
 - d) fulfil other obligations set out in the terms and conditions of insurance and in the insurance contract
 - e) answer fully and truthfully all the questions of the Insurer concerning the facts about which (s)he is questioned in the insurance contract (particularly in the health questionnaire).
4. In addition to the responsibilities stipulated by generally binding legal regulations, the Policyholder shall also
 - a) pay the insurance premium to the Insurer,
 - b) without undue delay, not later than upon commencement of the Insurance, notify the Insured Person of the fact that the Insurance has been taken out on the Insured Person's behalf and familiarise the Insured Person with his/her rights and responsibilities arising for him/her from the Insurance taken out,
 - c) without undue delay, notify the Insurer of the fact that another insurance has been taken out against the same risk with another insurer, inform the Insurer about the name of that insurer, the amount of coverage and the indemnity limits.
 5. If conscious breach of the responsibilities under Art. 13 and Art. 14 had a substantial effect on the occurrence of an Insured Event, its course or an increase in the consequences of the Insured Event, or ascertainment or determination of the amount of indemnity, the Insurer shall have the right to reduce the indemnity depending on the effect that the violation had on the extent of the Insurer's responsibility to pay indemnity. This is without prejudice to the right of the Insurer to refuse payment of indemnity under the applicable legal regulations.

Article 14

Responsibilities of the Insured Person in Case of an Insured Event

1. In case of an Insured Event, the Insured Person shall:
 - a) always and without undue delay, if his/her health condition so permits, directly contact the assistance service, or the Insurer, follow their instructions and, upon request, undergo health examination at a medical facility designated by the assistance service provider, or by the Insurer, and follow the instructions and recommendations of medical staff,
 - b) if need be, seek medical treatment and produce the Insured Person's Card to the healthcare provider,
 - c) on request of the Insurer, release the healthcare provider in writing from its responsibility to maintain confidentiality and provide the Insurer with written authorisation to obtain information which is subject to the confidentiality duty of the medical staff and medical facilities, insurance companies, including health insurance companies, and the Police of the CR, and which is required for the Insurer's investigation in case of an Insured Event,
 - d) to undergo treatment or necessary health examination by a doctor designated by the Insurer or by the Insurer's assistance service provider,
 - e) if the state of health of the Insured Person so permits or if the duration of medical treatment exceeds the term of the Insurance, to be repatriated at the request of the Insurer or of the Insurer's assistance service provider.
2. If direct settlement is required of the Insured Person by a Non-contracted Medical Facility for expenses which may constitute the subject of indemnity, the Insured Person shall:
 - a) accept original counterparts of the required documents within the scope under par. 3 and keep them securely until they are presented to the Insurer; the Insured Person also has this responsibility in other cases where losses are to be settled directly by him/her,
 - b) pay the medical facility appropriate and proven costs in cash,
 - c) without undue delay, present the required documents under par. 3 to the Insurer or the assistance service.
3. The Insured Person shall notify the Insurer in writing without undue delay of any event which gives rise to the right to indemnity, provide a truthful explanation of the occurrence and extent of the consequences of the event, and present the necessary documents to ascertain any circumstances decisive for assessment of claims for indemnity and specification of its amount. This notification is deemed to have been accepted at the time when the Insured Person notified the Insurer in writing that an Insured Event had occurred and a truthful explanation of the occurrence and extent of the consequences of this event was presented. This obligation may also be fulfilled by another person (e.g. a medical facility). The notification of a Loss Event including annexes must unambiguously prove and demonstrate:
 - a) the place, date, cause and circumstances of the occurrence of the Loss Event, its extent and the direct connection of the Loss Event with the Insured Person;
 - b) the subject matter of the payment, i.e. the costs incurred by the provision of acute and emergency care to the Insured Person in relation to the given Loss Event; as follows:
 - i) the original counterpart of the medical report containing a detailed description of the health condition of the Insured Person including diagnosis codes, a full

list of the performed medical interventions including their description, codes, scores or prices and dates when they were performed; names and the amounts of administered medicinal products including their prices, a list of the used or provided medical equipment and services including their prices, and details of hospitalisation, if any;

- ii) copies of doctor's prescriptions for outpatient medicines;
- iii) the original counterpart of some other document issued by the medical facility containing the purpose and full list of the performed medical interventions including their description, codes, scores or prices and dates when they were performed; names and amounts of the administered medicines including their prices, a list of the used or provided medical stores and services including their prices;
- c) the costs to be covered including the amount and subject matter of payment (e.g. a bill issued by the medical facility or pharmacy);

For a Loss Event investigated by the police or other governmental authority, a police report or confirmation of the investigation of an accident shall also be enclosed with the notification of the Loss Event; in the event of death of the Insured Person, an official death certificate and doctor's certificate of the cause of death must also be enclosed.

All the documents must be made out in the name of the Insured Person, detailing the date of issue, bearing the signature and stamp of the issuer.

Article 16 Insurance Premium

1. An insurance premium constitutes consideration for the insurance coverage provided. The amount of the premium shall be determined by the Insurer while taking into account the Insured Person's state of health based on the health questionnaire and the initial health examination. The amount of the premium is stipulated in the insurance contract.
2. The Insurer is entitled to a premium for the entire Insurance Period. The Insurer acquires this right on the date when the insurance contract is concluded.
3. The insurance contract is concluded with a one-off premium that is payable in full in the Czech currency on the date when the insurance contract is concluded.
4. The Insurer has the right to verify with the Insured Person the correctness of the data decisive to the determination of the amount of the premium.
5. The Insurer has the right to the insurance premium throughout the Insurance Period, even if the Insurance terminates before expiry of the Insurance Period. The Insurer acquires this right on the date when the insurance contract is concluded.
6. If the Insurance terminated on the grounds pursuant to Art. 11 (3) (c) and no Insured Event occurred during the term of the Insurance, the Insurer shall refund to the Policyholder the unused premium, reduced by the costs connected with taking out and administering the Insurance.

The costs connected with taking out and administering the Insurance constitute 20% of the prescribed premium.

Article 17 Salvage Costs

The limit for salvage costs to save the life or health of the Insured Person incurred during the term of the Insurance equals 30% of the relevant indemnity limit as agreed in the insurance contract. Compensation for other salvage costs incurred during the term of the Insurance is limited to the amount of CZK 100,000 for each and every event and all events.

Article 18 Delivery of Documents

1. The Insurer's documents (hereinafter the "Documents") addressed to the Policyholder, the Insured Person and any other person for whom a right or responsibility has arisen from the Insurance (hereinafter the "Addressee") shall be delivered by a postal service licence holder (hereinafter the "Post") by ordinary or registered mail to the mailing address given in the insurance contract or to the mailing address presented to the Insurer by the Addressee in writing if the mailing address has changed. The Documents may also be delivered by an employee of the Insurer or by another person authorised by the Insurer; in that case, the Document is deemed to have been delivered on the date when it was accepted by the Addressee.
2. A Document sent by regular mail to the Addressee is deemed to have been delivered on the tenth date following provable dispatch of the consignment even if the Addressee did not learn about the delivery.

3. A Document sent by registered mail to the Addressee is deemed to have been delivered, unless delivered under the following sentence, on the fifteenth date following dispatch of the consignment. A Document sent to the Addressee by registered mail with a return receipt is deemed to have been delivered, unless delivered under the following paragraphs, on the date set out in the return receipt. A consignment delivered to a recipient other than the Addressee (e.g. a family member) to whom the Post presented the consignment in accordance with legal regulations on postal services, is deemed to have been delivered to the Addressee.
4. If the Addressee has refused to accept a Document upon delivery, the Document is deemed to have been delivered on the date on which its acceptance was refused by the Addressee.
5. If the Addressee has not been reached and a Document sent by registered mail or registered mail with a return receipt has been deposited at the post office and the Addressee has not picked up the Document within the period of deposit (as stipulated by legal regulations on postal services), the Document is deemed to have been delivered on the last date of the period of deposit even if the Addressee did not learn about the deposit or did not stay at the place of delivery.
6. If a Document is returned undelivered for reasons other than those given in the previous paragraphs, the Document is deemed to have been delivered on the date of its return to the Insurer.
7. The preceding provisions of this Article apply to Documents in paper form. The Insurer may send Documents in electronic form only if agreed beforehand. A Document sent to the Addressee to the Addressee's electronic address (e-mail) is deemed to have been delivered on the date of its dispatch.

Article 19 Final Provisions

1. Any and all changes and amendments to the insurance contract shall be made in writing upon mutual agreement of both parties.
2. Representations and notifications with respect to the Insurer are only valid if submitted in writing.
3. The language of communication is Czech.
4. If a payment is made in cash, the date of the payment is the date when the amount is accepted by the recipient. In the case of a wire transfer, the date of payment is the date when the sum is credited to the recipient's account.
5. The rights and responsibilities arising out of this Insurance shall be governed by the Czech laws. Any and all disputes arising out of or in connection with this Insurance which are not resolved by agreement or out-of-court settlement shall be resolved by the competent Czech court.
6. These General Terms and Conditions are issued by the Insurer in the Czech language and translated to the Russian, Vietnamese, and English languages. The Czech version hereof shall prevail.
7. The General Insurance Terms and Conditions come into effect on 9 January 2012.

Article 15 Other Rights and Responsibilities of the Parties to the Insurance

1. The Insurer is entitled to verify the submitted documents, request expert reports and consult medical facilities or other organisations and persons, including those abroad, on complex Loss Events.
2. The Insured Person, Beneficiary or the person who incurred salvage costs shall take measures to ensure that the right to compensation for damage which passes by operation of law to the Insurer does not become time-barred or expire.
3. If the Insured Person deceases, all the Insured Person's rights and responsibilities shall be assumed by the Beneficiary determined according to the applicable legal regulations.
4. The legal representative shall act on behalf of and for a person who lacks legal capacity
5. In the event that the Insurer has provided indemnity to the relevant medical facility or person who demonstrably incurred, for the Insured Person, the costs of treatment within the scope of acute and emergency care in case of an injury sustained in the territory of the Czech Republic, where the term of the Insurance is 90 days or more, the Insurer has the right to reimbursement of the paid indemnity from the Insured Person if:
 - a) the Insured Event was caused by or in relation to the consumption of alcohol or narcotic or other psychotropic substances by the Insured Person;
 - b) the Insured Event was caused by the Insured Person through his/her intentional conduct.

List of Covered Dental Interventions

00901	Examination and treatment of registered patient within preventive care only for children under 15
00908	Acute treatment and examination of an unregistered patient
00910	Intraoral X-ray
00911	Extraoral X-ray film preparation - only in case of injury
00913	Ortho Pantomo Gram preparation - only in case of injury
00914	Ortho Pantomo Gram analysis - only in case of injury
00916	Foramen mandibulae and infraorbital anaesthesia
00917	Infiltrative anaesthesia and others
00920	Dental decay treatment - permanent tooth - photocomposite filling in patients under 18 years to extent of canines inclusive
00921	Dental decay treatment - permanent tooth
00922	Dental decay treatment - temporary tooth
00925	Conservative treatment of dental decay complications - permanent tooth
00954	Targeted examination
00949	Temporary tooth extraction
00950	Permanent tooth extraction

00951	Small extent surgery of hard tissues in the oral cavity (surgical extractions and extraction wound revision)
00955	Small extent surgery of soft tissues in the oral cavity (decapsulation and mucous wound suture to 5 cm)
00957	Small extent traumatology of hard tissues in the oral cavity
00959	Intraoral incision
00961	Treatment of surgical complications in the oral cavity
00962	Conservative treatment of temporomandibular joint disorders (only manual reposition of TMJ luxation)
00963	Injections I.M., S.C., I.D., I.V.
Czech Dental Chamber certificate	
00952	Major surgery of hard tissues in the oral cavity (complicated surgical extraction and primary closure of oroantral communication)
00956	Major surgery of soft tissues in the oral cavity (wound suture to 5cm only)
00958	Major traumatology of hard tissues in the oral cavity
00960	External incision