

# General Terms and Conditions of Comprehensive Health Insurance for Foreign Nationals **VPP KZPC 01/2014**

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## Article 1 Introduction

- 1. Comprehensive Health Insurance for Foreign Nationals (hereinafter referred to as the "Insurance") provided by Slavia pojist'ovna, a.s. ld. No. 60197501, with its registered office at Revolucni 1, 110 00 Prague 1, the Czech Republic (hereinafter referred to as the "Insurer"), is governed by the laws of the Czech Republic, especially Act No. 89/2012 Coll., the Civil Code, by these General Terms and Conditions of Comprehensive Health Insurance for Foreign Nationals VPP KZPC 01/2014 (hereinafter referred to as the "General Insurance Terms and Conditions") and by the provisions of the insurance contract. The General Insurance Terms and Conditions form an integral part of the insurance contract. The insurance contract is concluded in the Czech language.
- 2. The Insurance 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.
- 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 the stay of foreign nationals in the Czech Republic, as amended.

## Article 2 Definitions

- 1. Policyholder is the natural person or legal entity that has concluded an insurance contract with the Insurer and is responsible for payment of the insurance premium.
- 2. Insurer is Slavia pojisťovna a.s.
- 3. Insured Person is the foreign national (a natural person who is not a citizen of the Czech Republic) to whose health the Insurance applies.
- 4. Beneficiary is a person who has demonstrably incurred the costs of healthcare provided to the Insured Person and to which the right to the indemnity arises as a result of the insured event.
- 5. Insurance Period is the period for which the Insurance was taken out.
- 6. Insured Risk is a possible cause of an insured event.
- 7. Loss Event is an event that results in a loss and which may give rise to the right to indemnity.

- 8. Insured Event is an accidental state of affairs associated with the rise of the Insurer's responsibility to provide an indemnity.
- Sudden Illness means a sudden and unpredictable deterioration of the state of health that represents a direct threat to the health or life of the Insured Person, requiring the provision of acute and emergency healthcare.
- 10. Injury means the 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.
- 11. Home Country is the country for which the Insured Person holds a valid travel document.
- 12. Repatriation is transport of the Insured Person or his/her bodily remains to the home country or to another country of his/her permitted residency, as the case may be.
- 13. Comprehensive Healthcare is healthcare provided to the Insured Person, or the newborn baby of a female Insured Person, in a contracted medical facility of the Insurer, without direct payment of healthcare costs by the Insured and with the objective of maintaining his/ her state of health from the period before conclusion of the insurance contract. This insurance includes preventive and dispensary healthcare related to the pregnancy of the insured mother and the birth of her child.
- 14. Acute and Emergency Care means healthcare provided to the Insured Person, or the newborn baby of a female Insured Person, in the event of an injury or sudden illness, where any delay could result in a serious deterioration of health, damage to health or a threat to life.
- 15. Insured Person's Card is written confirmation issued by the Insurer to the Insured Person to prove the existence of the Insurance. Contact details for the assistance service are provided on the reverse of the Insured Person's Card.
- 16. Assistance Service is secured by a contractual partner of the Insurer. The purpose of the assistance service is to provide assistance to the Insured Person in relation to the insured event (resolution of language problems when communicating with medical facilities, organization of transport or repatriation of the Insured Person).
- 17. Postnatal Healthcare for a Newborn Baby is comprehensive healthcare provided within the territory of the CR to a newborn baby of a female 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 purposes of this Insurance, a newborn baby means a baby up to three months of age.
- 18. 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 concerning contracted medical facilities shall be provided to the Insured Person by the assistance service.
- 19. Transit Countries are only those countries in the Schengen Area in whose territory the Insured Person is present for the period of time absolutely necessary for the fastest and shortest transport of the Insured Person from his/her home country to the CR and back.
- 20. 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.

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

1. The Insurance applies to the cost of comprehensive healthcare and related assistance services, provided to the Insured Person within the territory of the CR as a result of a deterioration in health, illness, injury or in relation to the pregnancy or childbirth of a female Insured Person, which commenced during the insurance period and during the stay of the Insured Person within the territory of the Czech Republic.

- 2. The subject of the Insurance also covers the cost of acute and emergency healthcare and related assistance services provided to the Insured Person within the territory of the Schengen Area but outside the territory of the CR.
- 3. The insured risk consists in a change in the Insured Person's state of health, resulting from an illness or injury, or for other reasons related to the state of health of the Insured Person, which may occur during the term of the Insurance and cause a health condition which requires the provision of healthcare.
- 4. An insured event is an illness or 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 assistance services to the Insured Person, corresponding to the conditions and scope of the Insurance taken out, where the Insured Person became responsible for paying the costs of the healthcare to a medical facility or for paying the costs of assistance services to the provider, as appropriate. The healthcare must be provided during the term of the Insurance.
- 5. Pregnancy of a female Insured Person shall not be deemed 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. Childbirth as a result of the pregnancy of a female Insured Person which commenced prior to expiry of the third month of the waiting period, as certified by a doctor, shall not be deemed an insured event.
- 6. Events arising from one cause, comprising all the facts and their consequences, amongst which there is a causal, temporal or other direct link, shall be deemed a single insured event.

# Article 4 Type of Stay, Territorial Scope

- 1. The scope of the Insurance within the territory of the CR depends on the agreed type of stay of the Insured Person within the territory of the CR. Insurance may be agreed for:
  - a) "Business Stay", during which the Insured Person pursues or seeks gainful activity in the CR.
  - b) "Tourist Stay", during which the Insured Person does not pursue or seek any gainful activity.
  - "Study Stay", a stay in the CR for the purpose of study pursuant to the Act on the stay of foreign nationals in the Czech Republic.
- 2. 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 **Scope of Insurance**

- 1. Comprehensive Health Insurance includes:
  - a) acute care provided by a medical assistance or emergency service;
  - b) doctor-indicated transportation to the nearest professional healthcare facility;
  - establishment of diagnoses and treatment procec) dures, including necessary examinations;
  - acute and emergency medical interventions including necessary medicines and medical equipment:
  - e) necessary hospitalization for a necessary period of time;
  - f) outpatient healthcare and institutional care, includ-

ing diagnostic care;

- g) preventive care and dispensary care;
- h) potential repatriation or transport of the Insured Person's bodily remains;
- i) medicines prescribed by a doctor.

The costs of healthcare and medicines shall be paid in the same amount as the maximum payment in the general public health insurance system of the Czech Republic. The scope is further determined by exclusions from insurance coverage and by the agreed indemnity limits.

- 2. The acute and emergency care 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 diagnoses and treatment procedures, including necessary examinations;
  - acute and emergency medical interventions including necessary medicines and medical equipment;

with the above provided maximally within the range for acute and emergency healthcare normally paid by the general public health insurance system of the Czech Republic. The scope is further determined by exclusions from insurance coverage and by the agreed indemnity limits.

3. One of the following types of insurance may be taken out:

# a) MAN (MUZ)

### b) WOMAN (ZENA)

This type of insurance also includes comprehensive healthcare provided to the Insured Person in relation to her pregnancy and childbirth after expiry of the waiting period. It does not include postnatal care for a newborn baby of the Insured Person. The insurance contract of the WOMAN (ZENA) type may stipulate a shorter waiting period if such an insurance contract follows up a previous KZPC insurance contract concluded with the Insure for the benefit of the same Insured Person.

### c) MOTHER AND BABY (MAMA 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. Going beyond the scope of the WOMAN (ZENA) insurance, this type of insurance includes postnatal care for babies born to the Insured Person during the term of her insurance.

- d) PROFESSIONAL SPORT (PROFESIONALNI 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 within the territory of the CR.
- 4. The indemnity covers necessary and reasonable costs, justifiably and demonstrably incurred in accordance with 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 (MAMA A MIMINKO) type of insurance was taken out.
- 5. 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.
- 6. The Insurer shall provide the Insured Person or another person with compensation for costs demonstrably incurred during the term of the Insurance for medicines prescribed by a doctor during outpatient care, 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 regulations of the Ministry of Health of the CR (the list of medicinal products fully or partially covered by health insurance).

- The Insurers shall provide indemnity in relation to direct provision of the following assistance services:
  - a) Repatriation of a sick Insured Person, which is possible and necessary from a healthcare viewpoint and is organized by the assistance service provider based on a decision of the Insurer, and with the consent 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 residency.
  - 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 residency, organized by the assistance service upon approval by the Insurer.
- If an insured event has taken place and continuous hospitalization 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 a medical viewpoint.
- The extent of the Insurer's obligation to provide indemnity is limited by exclusions from the Insurance and by indemnity limits.
- 10. The upper limit of indemnity shall be the indemnity limit provided in the insurance contract. The insurance contract also stipulates the indemnity limit for all insured events during the term of the Insurance.
- The upper limit of indemnity for losses that arise in the Schengen Area outside the territory of the CR is EUR 30,000.

#### Article 6 Indemnity

- The Insurer shall provide indemnity to the beneficiary; in the case of healthcare provided by a relevant medical facility, the indemnity shall be paid directly to that medical facility.
- The indemnity shall be paid by the Insurer to the beneficiary upon presentation of the originals of the required documents. The originals of these documents shall remain with the Insurer and will not be returned.
- If the Insured Person who is the beneficiary deceases with an outstanding claim to an indemnity which he/ she 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 within 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.

# Article 7

# **Exclusions from Insurance Coverage** 1. The Insurer is not obliged to provide indemnity for

- events that occurred before the premium was paid.
- The Insurer shall not provide indemnity for events of which obvious indications occurred before signing of the insurance contract, or which had to be known to the Insured Person or the policyholder before signing of the insurance contract.
- The Insurer shall not provide indemnity for healthcare which is not normally paid for by Czech general public health insurance.
- 4. The insurer shall not provide indemnity in cases of:
  - a) artificial fertilization, infertility examination and treatment, contraception and related interventions, and abortion without documented serious health indications;
  - b) postnatal healthcare for newborn babies that were born to the Insured Person during the term of the Insurance, unless the MOTHER AND BABY (MAMA 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 Insurer;
  - medical interventions not provided by a medical facility or medical staff, or which are not lege artis or not recognized from a medical viewpoint;

e) corporate preventive care;

- f) cosmetic procedures, acupuncture and homeopathy, including treatment of complications caused thereby;
- g) rehabilitation, behavioral therapy and self-support training, with the exception of doctor-indicated post-trauma or post-surgical interventions, but only for the period of hospitalization;
- h) physical or spa treatment or care provided by specialized medical institutions, and chiropractic services;
- organ transplantation, treatment of haemophilia and other blood coagulation defects, and diabetes mellitus (with the exception of first aid, diabetes in children under 15 years of age, and also gestational diabetes if the Insurance covers healthcare provided in connection with the pregnancy of the Insured Person);
- j) treatment of chronic renal insufficiency by means of haemodialysis and peritoneal haemodialysis, growth hormone therapy, examination and treatment of congenital defects from the establishment of a diagnosis; treatment of epilepsy except for the provision of first aid during an attack;
- k) examination and treatment of mental disorders not related to treatment of an injury or illness to which the Insurance applies; psychological examinations and psychotherapy; treatment of addictions, including psychological examinations and complications;
- complications and consequences that occur in relation to medical interventions to which the Insurance does not apply;
- m) viral hepatitis, from the establishment of a diagnosis;
- n) venereal diseases and AIDS, including their complications, from the establishment of a diagnosis; tests to determine HIV infection and complications related to HIV infection;
- manufacture and repair of glasses, contact lenses and hearing aids, and treatment of speech defects;
- events occurring during the search for gainful activity by the Insured Person outside the territory of the CR;
- events occurring in connection with the pursuit of gainful activity in the CR unless the "Business Stay" type of insurance was taken out;
- reimbursement for medicines and medical devices freely purchased without a doctor's prescription or whose administration started prior to the commencement of the Insurance;
- s) manufacture and repair of powered wheelchairs and myoelectric prostheses;
- t) costs of regulatory fees and other fees;
- u) the fact that the Insured Person becomes a participant in the general health insurance system in the CR.
- 5. The Insurance is not applicable to events and damages:

   a) originating outside the territory of the Schengen Area;
  - b) originating within the territory of the Schengen Area in relation to activities of the Insured Person not conforming to a tourist stay;
  - c) originating in the Insured Person's home country;d) originating as a result of terrorist activities in which
  - the Insured Person actively participated; e) originated by acts of war, civil war or civil distur-
  - bances;
  - f) originated by hard radiation, nuclear radiation or radioactive contamination;
  - g) caused by the effects of chemical or biological weapons;
  - where the Insured Person knowingly failed to observe the legal regulations applicable at the place of the Insurance;
  - i) occurring during activities at locations not designated for such purposes;
  - j) occurring during the handling of firearms or explosives, or the unauthorized or unprofessional handling of pyrotechnical equipment and products;
  - k) occurring during the testing of means of transportation and during the performance of stunt work;
  - occurring during the preparation for or operation of extreme, hazardous or adrenaline sports, and potentially other activities associated with an increased risk; the Insurer shall decide about the level of risk. This exclusion is not applicable if the "Professional Sport" (Profesionalni sport) type of insurance has been concluded.

- 6. The Insurer shall not pay indemnity:
  - a) if the insured event is caused as a result of or in connection with disturbances or criminal activities caused or committed by the Insured Person, unless it is an injury;
  - b) if the insured event occurred as a result of consumption of alcohol or in relation to the consequences of the use of alcohol, unless it is an injury;
  - c) if the insured event occurred as a result of consumption or application of intoxicating, psychotropic or addictive substances, or agents containing such substances, unless it is an injury;
  - d) if the event was caused by the willful conduct, default or co-default of the Insured Person, unless it is an injury;
  - e) if the Insured Person fails to undergo repatriation, medical treatment or the necessary medical examinations by a doctor appointed by the Insurer or the assistance service, as the case may be;
  - f) in cases of travelling into the CR, or out of the CR to other countries in the Schengen Area, for the purposes of receiving healthcare;
  - g) should the Insured Person or his/her legal representative sign a negative reverse declaration.
- 7. The Insurer shall not be obliged to provide indemnity if the entitlement of the beneficiary from a single insured event does not attain the amount of CZK 100.

# Article 8 Conclusion of the Insurance Contract

- The insurance contract is concluded upon its signing by the contracting parties and payment of the premium in the specified amount.
- 2. The Insurer shall process the insurance contract on the basis of:
  - a) a filled-in and signed form provided by the Insurer;
  - b) a health questionnaire which is part of the insurance contract and is fully and truthfully filled-in and signed by the Insured Person or the Insured Person's representative;
  - c) the results of the initial health examination of the Insured Person, carried out to the extent stipulated by the Insurer.
- 3. The representative of the Insured Person is the Insured Person's legal or authorized representative or, if approved by the Insurer, the closest relative of the Insured Person. If the insurance contract is concluded without an initial health examination, the Insurer has the right to request, within three months of commencement of the Insurance, that the Insured Person undergo the initial health examination within the prescribed scope and deliver the results of the examination to the Insurer. In the event that the Insurer ascertains any differences between these results and the state of health according to the questionnaire, the Insurer is authorized to charge an additional premium to the policyholder for increased risks and determine a deadline for payment, which may not be less than one 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.
- The costs of the initial health examination shall be paid by the person who is interested in the conclusion of the insurance contract.
- 5. After conclusion of the insurance contract, the Insurer shall issue an Insured Person's Card to the policyholder.
- The effect and validity of the Insurance shall be conditional on the Insured Person's lawful stay in the CR or Schengen Area, as appropriate, subject to the conditions stipulated by the applicable legal regulations.

### Article 9 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 hours on the date specified in the insurance contract to be 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 hours on the day following conclusion of the insurance contract.

- 3. The Insurance shall terminate:
  - a) upon expiry of the insurance period at 24:00 hours on 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, 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;
  - d) on the date when the Insured Person enters the system of general public health insurance in the CR.
- 4. The Insurance shall not be interrupted.
- In exceptional cases the insurance contract may be terminated by an agreement of the contracting parties, under the agreed conditions.

#### Article 10 Responsibilities of the Insurer

 In addition to other responsibilities stipulated by 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, the Insurer shall commence, without undue delay, an investigation in order to ascertain the extent of its responsibility to pay indemnity.
- b) The Insurer shall complete the investigation within three months of the date on which it was notified of the event. If the Insurer cannot complete the investigation within this period, the Insurer shall inform the person who may be, or is, entitled to indemnity, of the reasons why the investigation cannot be completed.
- c) The Insurer shall maintain confidentiality with respect to facts related to the Insurance, of which the Insurer becomes aware during the process of taking out the Insurance, to the administration thereof, and to the 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.
- If the insurance contract or the Insured Person's Card is lost, damaged or destroyed, the Insurer shall issue the policyholder a copy upon his/her request and at his/ her expense.
- 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 11 Responsibilities of the Policyholder and of the Insured Person

- 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 with regard to the Insurance being taken out. This also applies where the Insurance is amended or a loss event settled.
- 2. Furthermore, 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 the Insurance was taken out;
  - c) enable the Insurer to perform an investigation into the causes of a loss event and the extent of its consequences, and co-operate with the Insurer in this respect.
- 3. The Insured Person shall:
  - a) do everything to avert the occurrence of an insured event and 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 misdemeanor 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, against another person;
- d) fulfill other obligations set out in the General Insurance Terms and Conditions and in the insurance contract;
- e) answer fully and truthfully all questions of the Insurer concerning the facts about which she/he is questioned in the insurance contract (particularly in the health questionnaire).
- In addition to the responsibilities stipulated by generally binding legal regulations, the policyholder shall also:
  - a) pay the insurance premium to the Insurer;
  - b) notify the Insured Person, without undue delay and not later than upon commencement of the Insurance, of the fact that the Insurance has been taken out on the Insured Person's behalf, and familiarize the Insured Person with the rights and responsibilities which arise for him/her from the arranged Insurance.
- 5. If a conscious breach of any responsibilities by the policyholder, the Insured Person or any other person having the right to an indemnity had a substantial effect on the occurrence or course of an Insured Event, on increasing the consequences of the insured event, or on ascertaining or determining 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 12 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, and if his/her health condition so permits, directly contact the assistance service or the Insurer, follow their instructions and, upon request, undergo a health examination at a medical facility designated by the assistance service provider or the Insurer, and follow the instructions and recommendations of the medical staff;
  - b) if need be, seek medical treatment and present 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 authorization 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 a 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 the Insurer's assistance service provider.
- If direct settlement of expenses which may constitute the subject of indemnity is required of the Insured Person by a medical facility, the Insured Person shall:
  - accept original counterparts of the required documents within the scope of 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 the appropriate and proven costs in cash;
  - c) without undue delay, present the required documents under Par. 3 to the Insurer or the assistance service.
- 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 its occurrence and the extent of its consequences, and present the necessary documents to ascertain any circumstances decisive for assessment of claims for indemnity and specification of its amount. This obligation may also be fulfilled by another person (e.g. a medical facility).

- 4. The notification of a loss event, including annexes, must unambiguously prove and demonstrate:
  - a) the place, date, time, 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: 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 supplies and services, including their prices; and details of hospitalization, if any;
  - c) copies of doctor's prescriptions for outpatient medicines;
  - d) 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; and a list of the used or provided medical supplies and services, including their prices;
  - e) the costs to be covered, including the amount and subject matter of payment (e.g. a bill issued by the medical facility or pharmacy).
- 5. 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 the death of the Insured Person, an official death certificate and doctor's certificate of the cause of death must also be enclosed.
- All documents must be made out in the name of the Insured Person, specifying the date of issue and bearing the signature and stamp of the issuer.

### Article 13 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 organizations and persons, including those abroad, regarding complex loss events.
- The Insured Person, beneficiary, or the person who incurred salvage costs shall take measures to ensure that the right to compensation for damages, which passes according to law to the Insurer, does not lapse or expire.
- 3. 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 within the territory of the Czech Republic during the insurance period, the Insurer has the right to reimbursement of the paid indemnity from the Insured Person if:
  - a) the insured event was caused by or related to the consumption of alcohol, narcotics, psychotropics, or addictive substances or agents containing such substances, by the Insured Person;
  - b) the insured event was caused by the Insured Person through his/her intentional conduct.

## Article 14 Insurance Premium

- 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.
- 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.
- 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.
- The Insurer has the right to verify with the Insured Person the correctness of data decisive to the determination of the amount of the premium.
- 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 expires before the end of the insurance period, without an insured event occurring during the term of the insurance, the insurer shall be entitled to reimbursement of costs related to the origination and administration of the insurance.
- The costs related to the origination and administration of the insurance constitute 60% of the prescribed premium.

# Article 15 Salvage Costs

During the term of the Insurance, the limit for salvage costs incurred to save the life or health of the Insured Person 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.

## Article 16 Final Provisions

- Any and all changes and amendments to the insurance contract shall be made in writing upon mutual agreement of both parties.
- 2. Delivery of documents shall be governed by generally binding legislation.
- 3. Representations and notifications with respect to the Insurer are only valid if submitted in writing.
- 4. The language of communication is Czech.
- 5. 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.
- 6. The rights and responsibilities arising out of this Insurance shall be governed by Czech law. Any and all disputes arising out of or in connection with this Insurance, which are not resolved by agreement or out-ofcourt settlement, shall be resolved by the competent Czech court.
- The General Insurance Terms and Conditions are issued by the Insurer in the Czech language and translated into the Russian, Vietnamese, and English languages. The Czech version hereof shall prevail.
- 8. The General Insurance Terms and Conditions come into effect on 1 January 2014.

# List of Covered Dental Interventions

00901	1 Examination and treatment of registered patient within preventive care		
	(only for children under 15)	368 CZK	
00908	Acute treatment and examination of an unregistered patient	295 CZK	
00910	Intraoral X-ray	70 CZK	
00911	Extraoral X-ray film preparation - only in case of injury	225 CZK	
00913	Orthopantomogram preparation - only in case of injury	70 CZK	
00914	Orthopantomogram analysis - only in case of injury	270 CZK	
00916	Foramen mandibulae and infraorbital anaesthesia	100 CZK	
00917	Infiltrative and other anaesthesia	80 CZK	
00920	Dental decay treatment - permanent tooth - photocomposite filling		
	in patients under 18 years to extent of canines inclusive	315 CZK	
00921	Dental decay treatment - permanent tooth	220 CZK	
00922	Dental decay treatment - temporary tooth	126 CZK	
00925	Conservative treatment of dental decay complications		
	- permanent tooth	265 CZK	
00945	Targeted examination	10 CZK	
00949	Temporary tooth extraction	87 CZK	
00950	Permanent tooth extraction	168 CZK	

00951	Minor surgery of hard tissues in the oral cavity (surgical extractions and extraction wound revision)	525 CZK
00955	Minor surgery of soft tissues in the oral cavity	
	(decapsulation and mucous wound suture to 5 cm)	420 CZK
00957	Minor traumatology of hard tissues in the oral cavity	420 CZK
00959	Intraoral incision	105 CZK
00961	Treatment of surgical complications in the oral cavity	45 CZK
00962	Conservative treatment of temporomandibular joint disorders	
	(only manual reposition of TMJ luxation)	300 CZK
00963	Injections I.M., S.C., I.D., I.V.	53 CZK

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00952	Major surgery of hard tissues in the oral cavity (complicated	
	surgical extraction and primary closure of oroantral communication)	1155 CZK
00956	Major surgery of soft tissues in the oral cavity (wound suture to 5cm only)	900 CZK
00958	Major traumatology of hard tissues in the oral cavity	750 CZK
00960	External incision	600 CZK

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Modern Approach to Traditional Values