

### General Terms and Conditions of Health Insurance for Acute and Emergency Care for Foreign Nationals VPP NZPC 02/2020a

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#### Article 1 Introduction

- 1. Health Insurance for Acute and Emergency Care for Foreign Nationals (hereinafter the "Insurance") provided by Slavia pojištčovna, a.s.. ID. No. 60197501, with its registered office at Táborská 940/31, 140 00 Praha 4, Czech Republic (hereinafter the "Insurer"), is governed by the laws of the Czech Republic, especially Act No. 89/2012 Coll., the Civil Code, as amended, by these General Terms and Conditions of Health Insurance for Acute and Emergency Care for Foreign Nationals VPP NZPC 02/2020a (hereinafter 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 contract applicable to Health Insurance for Acute and Emergency Care for Foreign Nationals is evidence of travel health insurance for foreign nationals staying up to 90 days pursuant to Act No. 326/1999 Coll., on the stay of foreign nationals in the Czech Republic, as amended.

### Article 2 Definitions

- Policyholder shall mean a natural or legal person that has signed an insurance contract with the Insurer and is obliged to pay the premium.
- 2. **Insurer** is Slavia pojišťovna a.s.
- Insured Person is the foreign national (a natural person who is not a citizen of the Czech Republic) to whose health the Insurance applies.
- Beneficiary is a person who has demonstrably incurred the costs of healthcare provided to the Insured Person; and who incurs the right to an insurance indemnity as a result of an insured event.
- 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 may give rise to the right to indemnity.
- Insured Event is an accidental state of affairs giving rise to the Insurer's responsibility to provide an indemnity.
- Sudden Illness means a sudden and unpredictable deterioration of the state of health, representing a direct threat to the health or life of the Insured Person and requiring acute and emergency care.

- 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 whose valid travel document is held by the Insured Person.
- 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. Acute and Emergency Care means healthcare provided to the 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. It includes:
  - a) acute care provided by a medical assistance or emergency service;
  - doctor-indicated transportation to the nearest professional healthcare facility;
  - establishing diagnoses and treatment procedures, including necessary examinations;
  - acute and emergency medical interventions including necessary medicines and medical equipment;
  - e) necessary hospitalization for a necessary period of time:
  - up to the extent of acute and emergency care normally covered by the general health insurance system of the CR, or the general health insurance of another country that is a party to the Schengen Agreement, on whose territory, which forms a part of the Schengen Area, the acute and emergency care was provided to the Insured Person. The scope is further determined by exclusions from the insurance coverage and by the agreed indemnity limits.
- 14. 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.
- 15. 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).
- 16. 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 regarding contracted medical facilities shall be provided to the Insured Person by the assistance service.
- 17. Transit Countries are only those countries in the Schengen Area in whose territory the Insured Person is present for the period of time necessary for the fastest and shortest transport of the Insured Person from his/ her home country to the CR and back.
- 18. **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

- The Insurance applies to the cost of acute and emergency care provided to the Insured Person, and related assistance services, the scope of which depends on the type of stay of the Insured Person and the place of stay of the Insured Person.
- It may also be agreed in the Insurance contract that the Insurance covers the cost of acute and emergency healthcare, and related assistance services, provided to the Insured Person during a tourist stay of the Insured Person in the Schengen Area outside the territory of the CR.
- The insured risk is a sudden illness of the Insured Person, or an injury to the Insured Person, which may occur during the term of insurance and which may result in a condition requiring acute and emergency care.

- 4. The insured risk during a stay of the Insured Person in the Schengen Area outside the territory of the CR is a sudden illness of the Insured Person, or an injury to the Insured Person, which may occur during the term of insurance in relation to everyday civic activities, and result in a condition requiring acute and emergency care, excluding, however, illnesses and activities which occurred during any sports or sport-related recreational activities.
- Loss means the cost incurred to provide acute and emergency care to the Insured Person within the scope of the Insurance taken out.
- 6. An insured event is a sudden illness or injury to the Insured Person, as a result of which it was necessary to provide acute and emergency care or assistance services, 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.
- 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, Scope of Insurance

- 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. For Insured Persons of an initial age from at least 15 years to no more than 70 years;
  - b) **"Tourist Stay"**, during which the Insured Person does not pursue any gainful activity;
  - c) "Study Stay", which is a stay in the CR for the purpose of study pursuant to the Act on the stay of foreigners in the Czech Republic, for Insured Persons of an initial age from at least 15 years to no more than 26 years;
  - d) "Family Reunification", which is a stay in the CR for the purposes of cohabitation of a family pursuant to applicable legislation governing the stay of foreign nationals within the territory of the CR.
- The territorial scope of "CR" or "Schengen" may be agreed in the insurance contract.
  - a) If the territorial scope of "CR" is agreed in the insurance contract, the place of insurance shall only be the territory of the CR.
  - b) If the territorial scope of "Schengen" is agreed in the insurance contract, the place of insurance shall be the whole territory of the Schengen Area, wherein the Insurance only applies to a tourist stay of the Insured Person in the Schengen Area outside the territory of the CR and exclusively for the case of a sudden illness or injury of the Insured Person, which may occur during the term of the Insurance in relation to his/her everyday civic activities and result in a condition requiring acute and emergency care. The maximum duration of the stay in the Schengen Area must not exceed 30 days per trip.
- 3. The indemnity covers the necessary and reasonable costs justifiably and demonstrably incurred in accordance with the applicable medical and legal regulations:
  - a) for acute and emergency care provided to the Insured Person by a contracted medical facility within the scope of the agreed Insurance;
  - b) for acute and emergency care provided to the Insured Person at the place of occurrence of the insured event by a non-contracted medical facility within the scope of the agreed Insurance, but only to the extent strictly required, or in order to achieve a condition which would allow for transportation of the Insured Person to a contracted medical facility where he/she will be provided further acute and emergency care.

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- 4. The amount of indemnity covering acute and emergency care provided by a non-contracted medical facility in the CR cannot exceed the standard payment for this care in the Czech general health insurance system, or the standard payment which would otherwise be paid in the general health insurance system of another member country of the Schengen Area in whose territory, forming a part of the Schengen Area, acute and emergency care was provided to the Insured Person.
- 5. The Insurer shall provide the Insured Person or another person with compensation for the costs demonstrably incurred by the person during the insurance period 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).
- 6. The Insurer 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 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 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.
- 7. 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.
- 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 5 Indemnity

- The Insurer shall provide the 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 original counterparts of the required documents. The original counterparts 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 she/ he did not receive, the procedure shall be governed by applicable legislation.
- 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 6 Exclusions from Insurance Coverage

- 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 fertilisation, infertility examination and treatment, contraception and related interventions, and abortion;
  - b) healthcare related to an Insured Person's pregnancy and childbirth;
  - c) dental interventions that are not listed in the overview of reimbursed dental interventions (included as a part of these General Insurance Terms and Conditions);
  - d) medical interventions not provided by a medical facility or medical staff, or those that are not lege artis or not recognized from a medical viewpoint;
  - corporate preventive care; preventive examinations, dispensary care, inoculation, and follow-up medical examinations and other medical interventions, including administration or prescription of medicines, unless these interventions are provided as part of acute and emergency care directly related to a sudden illness or an injury covered by the Insurance;
  - f) cosmetic procedures, acupuncture and homeopathy, including complications caused thereby;
  - g) rehabilitation, behavioral therapy and self-support training, with the exception of doctor-indicated post-trauma or post-surgical interventions;
  - physical or spa treatment or care provided by specialized medical institutions, and chiropractic services;
  - organ transplantation, treatment of haemophilia and other blood coagulation defects, insulin therapy (with the exception of first aid), treatment of chronic renal insufficiency by means of haemodialysis or peritoneal haemodialysis, growth hormone therapy, examination and treatment of congenital defects and illness, and treatment of epilepsy except for the provision of first aid during an attack;
  - 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 examinations and complications;
  - complications and consequences that occur in relation to medical interventions to which the Insurance does not apply;
  - venereal diseases and AIDS, including their complications and tests to detect HIV infection;
  - m) 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 in the CR" type of insurance has been agreed in the insurance contract;
  - reimbursement for medicines and medical devices freely purchased without a doctor's prescription or whose administration started prior to commencement of the Insurance;
  - q) manufacture and repair of powered wheelchairs and myoelectric prostheses;
  - r) suicide of the Insured Person, or an attempted suicide.
- 5. The Insurance shall not cover any event or loss that occurred:
  - a) outside the territory of the CR and transit countries, if the territorial scope of "CR and Transit Countries" has been agreed;
  - b) outside the Schengen Area, if the territorial scope "Schengen" has been agreed;
  - c) in the CR in relation to any activity of the Insured Person that does not correspond to the agreed type of stay in the CR;
  - d) in the home country of the Insured Person;
  - in the Schengen Area outside the CR in relation to any activity of the Insured Person that does not correspond to a tourist stay in the Schengen Area outside the territory of the CR;
  - f) as a result of acts of war, civil war or civil disturbances;
  - g) due to hard radiation, nuclear radiation or radioactive contamination;
  - h) due to effects of chemical or biological weapons or acts of violence, including terrorist acts, in which the Insured Person actively participated;
  - where the Insured Person knowingly failed to comply with legal provisions valid at the place of the Insurance;
  - j) during the Insured Person's pursuit of professional sport or during organized sports competitions;

- k) during testing of means of transport;
- I) during the performance of stuntman activities;
- m) during preparation for or operation of extreme, hazardous or adrenaline sports, or in direct connection with them, such as contact martial sports, bungee jumping, mountain climbing, caving, alpine skiing, canyoning, parasailing, paragliding, aviation sports, including all activities belonging to the ultralight flying category, parachuting and motorsports.
- 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;
  - 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 will full conduct, default or co-default of the Insured Person, unless it is an injury;
  - e) if the Insured Person refuses medical treatment or necessary medical examinations by a doctor appointed by the Insurer or assistance service, as the case may be;
  - f) in cases of travelling into the CR or out of the CR to other countries of the Schengen Area for the purposes of receiving healthcare;
  - g) should the Insured Person or his/her legal representative sign a negative reverse declaration;
  - 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;
  - in cases of suitable, advisable and required care which, however, is not urgent and can be provided after the Insured Person returns to his or her home country.

### Article 7 Insurance Contract

- The insurance contract is concluded by the signature of the contracting parties and upon payment of the premium in the specified amount.
- After the insurance contract has been signed, the Insured Person will be issued the Insured Person's Card by the Insurer.
- 3. Attached to the insurance contract shall be an up-to date list of contracted medical facilities and information on the assistance service.
- The effect and validity of the Insurance shall be conditional on the Insured Person's lawful stay in the CR, subject to the conditions stipulated by the applicable Czech legal regulations.
- Any agreements, amendments and annexes to the insurance contract form integral parts thereof. Amendments which lay down conditions regarding the conclusion, term and changes in the Insurance shall also be deemed parts of the contract.

## Article 8 Insurance Period, Commencement and Termination of the Insurance

- The insurance contract is concluded for a fixed term.
   The insurance period is agreed in the insurance contract.
- The Insurance commences at 00:00 hours on the date specified in the insurance contract as the date of commencement of the Insurance, but not sooner than at 00:00 hours on the day following signing of the insurance contract.
- 3. The Insurance shall terminate on legal grounds and subject to legal conditions and also:
  - 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;
  - on the date when the Insured Person or the Insured Person's legal representative refuses repatriation;
  - d) 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.
- 4. The Insurance shall not be interrupted within the meaning of the Insurance Contract Act.

### Article 9 Responsibilities of the Insurer

- 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, the Insurer shall, without undue delay, commence an investigation in order to ascertain the extent of its responsibility to pay indemnity. Should the costs of the investigation incurred by the Insurer be caused or increased by a breach of 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 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, and provide the person with an appropriate advance payment upon request.
  - 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.
- The Insurer processes personal data of natural persons in accordance with valid legislation and internal rules for the processing of personal data. The full text can be found at www.slavia-pojistovna.cz/cs/ochrana-osobnich-udaju.
- 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.
- 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 authorized insurance brokers.
- 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 10 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. The Insurer has the same responsibility towards the policyholder and the Insured Person.
- 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 the Insurance was taken out:
  - c) enable the Insurer to perform an investigation into the causes of the 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 to reduce the extent of the ensuing loss;
  - 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 misdemean or 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) fulfill other obligations set out in the General Insurance Terms and Conditions and in the insurance contract.
- 4. In addition to the responsibilities stipulated by generally binding legal regulations, the policyholder shall
  - 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 11 Responsibilities of the Insured Person in Case of an Insured Event

- In case of an insured event, the Insured Person shall:
   a) always and without undue delay, and if his/he
  - 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 by 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;
  - 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:
  - a) accept original counterparts of the required documents within the scope of Par. 4 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:
  - without undue delay, present the required documents under Par. 4 to the Insurer, or to 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 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
- 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. In case the loss event is investigated by the police or any other state administrative body, notification of the loss event shall be accompanied by a police protocol or confirmation of the investigation of the event, and in case of the death of the Insured Person, an official death certificate and a medical certificate on the cause of death shall be presented.
- All the documents attached to a written communication of the loss event 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 12 Other Rights and Responsibilities of the Parties to the Insurance

- The Insurer is entitled to verify the submitted documents, request expert reports and consult medical facilities or other organizations and persons on 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, 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 or narcotics, or other psychotropic 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 13 Insurance Premium

- An insurance premium constitutes consideration for the insurance coverage provided. The amount of the premium shall be determined by the insurer. 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.
- 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 data decisive to the determination of the amount of the premium.
- The Insurer has the right to the insurance premium for the entire 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.
- In the event that no insurance is taken out, the Insurer shall return the premium paid to the Policyholder, minus the costs associated with concluding the insurance agreement and its administration, amounting to 20% of the unused premium.
- 7. In the event that the insurance expires after the beginning of the insurance and no insured event occurred during the insurance period, the Insurer shall return the unused premium to the Policyholder reduced by 20% of the costs of the unused premium associated with concluding the insurance agreement and its administration.

### Article 14 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 15 Information on the Possibilities and Access Methods to the Insured Event File

- At the Beneficiary's written request, the Insurer shall allow the Beneficiary (i.e., also the beneficiary in the event of the Insured's death) to access the file kept by the Insurer in connection with the insured event or a similar record of the investigation of the insured event and to obtain extracts or copies of materials or documents relating to the reasons for the refusal to provide indemnity or determining the indemnity amount, after completing the investigation of the insured event (hereinafter also referred to as the 'Request for Access to the Insured Event File').
- 2. Conditions for accessing the insured event file:
  - a) the insured event occurred during the insurance period; and
  - b) the investigation of the insured event, whereby access to the file is requested by the Beneficiary, was terminated by the Insurer at the time of submitting the Beneficiary's request; and
  - c) the right to indemnity from the insured event, whereby access to the file is requested by the Beneficiary, is not time-barred at the time the request is submitted; and
  - d) the Beneficiary submitted the written Request for Access to the Insured Event File to the Insurer:
    - i) by delivering it to the Insurer's registered office, i.e., Slavia pojišťovna a.s., Claims Settlement Department, Táborská 940/31, 140 00 Prague 4; or
    - ii) by simple email (without requiring its electronic signing) delivered to the Insurer to likvidace@slavia-pojistovna.cz; or
    - iii) at any branch or contact point of the Insurer (see www.slavia-pojistovna.cz/kontakt/); and

- e) the Beneficiary duly communicated their identification data to the Insurer and proved their identity to the Insurer before accessing the insured event file.
- 3. The Insurer will allow the Beneficiary to access the insured event file without undue delay, depending on the scope and technical nature of the file's contents. The Insurer shall inform the Beneficiary of the possible dates of accessing the insured event file no later than within 10 working days from the date of receiving the written request. Access to the insured event file is possible within the date agreed between the Insurer and the Beneficiary, during the Insurer's usual working hours.
- 4. Method of access to the insured event file
  - The Beneficiary may access the insured event file in the following way:
  - a) the Insurer shall allow the Beneficiary to access the insured event file at any branch or contact point of the Insurer according to the Beneficiary's choice within the date agreed between the Insurer and the Beneficiary; or
  - b) the Insurer shall allow the Beneficiary to access the insured event file at the Insurer's registered office within the date agreed between the Insurer and the Beneficiary.
- 5. The Insurer shall not comply with the Request for Access to the Insured Event File if the access could lead to a threat to the criminal proceedings or hearing of the offence, subject to the written disapproval of the competent authority (see § 129a(2) of Act No 277/2009 Coll., on insurance, as amended). The Insurer is obliged to send a request to the competent authority within 30 days from the delivery date of the Beneficiary's Request for Access to the Insured Event File if criminal or administrative proceedings have been initiated in connection with the insured event.

- 6. If the insurance agreement gives the Beneficiary the right to access the insured event file to a greater extent, the provision of the insurance agreement takes precedence over this provision of the General Insurance Conditions.
- The Insurer shall allow the Beneficiary to access the insured event file, including obtaining extracts from the file or copies of documents, free of charge.

### Article 16 **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. Delivery of documents shall be governed by generally binding legislation.
- 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-of court settlement, shall be resolved by the competent
- 7. These General Insurance Terms and Conditions are issued by the Insurer in the Czech language and translated into the Russian and English languages. The Czech version hereof shall prevail.
- 8. The General Insurance Terms and Conditions come into effect on 1 February 2020.

### **List of Covered Dental Interventions**

00908	Acute treatment and examination of an unregistered patient	295 CZK	00955	Minor surgery of soft tissues in the oral cavity	
00910	Intraoral X-ray	70 CZK		(decapsulation and mucous wound suture to 5 cm)	420 CZK
00911	Extraoral X-ray film preparation - only in case of injury	225 CZK	00957	Minor traumatology of hard tissues in the oral cavity	420 CZK
00913	Orthopantomogram preparation - only in case of injury	70 CZK	00959	Intraoral incision	105 CZK
00914	Orthopantomogram analysis - only in case of injury	270 CZK	00961	Treatment of surgical complications in the oral cavity	45 CZK
00916	Foramen mandibulae and infraorbital anaesthesia	100 CZK	00962	Conservative treatment of temporomandibular joint disorders	
00917	Infiltrative and other anaesthesia	80 CZK		(only manual reposition of TMJ luxation)	300 CZK
00920	Dental decay treatment - permanent tooth - photocomposite filling		00963	Injections I.M., S.C., I.D., I.V.	53 CZK
	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		Czech	Dental Chamber certificate	
	– permanent tooth	265 CZK	00952	Major surgery of hard tissues in the oral cavity (complicated	
00945	Targeted examination	10 CZK		surgical extraction and primary closure of oroantral communication)	1155 CZK
00949	Temporary tooth extraction	87 CZK	00956	Major surgery of soft tissues in the oral cavity	
00950	Permanent tooth extraction	168 CZK		(wound suture to 5 cm only)	900 CZK
00951	Minor surgery of hard tissues in the oral cavity		00958	Major traumatology of hard tissues in the oral cavity	750 CZK
	(surgical extractions and extraction wound revision)	525 CZK	00960	External incision	600 CZK