TRANSLATION OF INSURANCE TERMS AND CONDITIONS
FOREIGNERS’ MEDICAL EXPENSES INSURANCE
in the Schengen area

LV_SH 1/16
effective as of 1 January 2016

Article 1
Introductory Provisions

1. The rights and responsibilities of parties to this Foreigners’ Medical Expenses Insurance (hereinafter “Insurance”) are governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Code”), these Insurance Conditions, the provisions contained in the insurance policy and its annexes and in other documents which make up an integral part thereof.

2. Arrangements in the insurance policy that deviate from the provisions of these terms and conditions shall prevail.

3. The contracting parties are on the one hand the Policyholder and on the other the Insurer.

Article 2
Definition of Terms

The following definitions of terms shall apply for the purposes of this Insurance:

1. **Acute Healthcare** is care designed to prevent a serious deterioration in the state of health or to reduce the risk of a serious deterioration in the state of health so that the facts necessary for determining or changing the individual treatment process are ascertained in time or so that the Insured Person does not get into a state that would endanger him or her surroundings.

2. **Abroad** is understood to be territory beyond the borders of the Czech Republic.

3. **Duration of the Insurance** is the actual period of time within the agreed Insurance Period for which the Insurance was in effect.

4. **Chronic Illness** is a long-standing and developing illness (including post-traumatic states) that existed prior to the commencement of the insurance and was in a stable state during the previous 12 months and did not call for hospitalisation or a deterioration or a change in the treatment procedure.

5. **One Insured Event** is an Insured Event arising from the Insurance of one person and from one and the same cause, at the same place and the same time, comprising all the facts and their consequences, for which there is a causal, territorial, chronological or other direct connection.

6. A **Single Insurance Premium** is the Insurance premium determined for the entire period for which the Insurance has been agreed.

7. A **Period** given in days is always understood to be the number of calendar days.

8. A **Random Event** is an event that is possible and in respect of which it is uncertain whether it will even occur within the Duration of the Insurance, or the time of its occurrence is unknown.

9. A **Sudden Illness** is understood to mean any sudden and unexpected health disorder which directly threatens the health or the life of the Insured Person, independent of his own will, and which requires acute and urgent healthcare.

10. An **Illness** for the purpose of this Insurance is the onset of a disorder which threatens the health or the life of the Insured Person and requires the provision of medical care. The onset of illness is deemed to be the moment the illness is medically established.

11. **Urgent Healthcare** is care, the purpose of which is to prevent or reduce the occurrence of sudden conditions that are imminently life threatening or could lead to sudden death or serious endangerment to health, or cause sudden or intensive pain or sudden changes in the patient’s behaviour, who endangers himself or his surroundings.

12. A **Beneficiary** is a party with a right to an Insurance Benefit as a result of an Insured Event.

13. **An Insurance Certificate** is a written confirmation that an insurance policy has been concluded, which the insurance company issues to the policyholder.

14. **The Insurance Period** is the period for which the Insurance was concluded, which is not reduced by the premature expiration of the Insurance.

15. An **Insured Event** is an accidental state of affairs brought about by the Insured Peril, associated with the establishment of an obligation on the part of the Insurer to provide an Insurance Benefit.

16. An **Insured Peril** is the possible cause of an Insured Event (the “cause”). An Insured Peril does not cease due to the absence of the subject of the Insurance (e.g. the Insured Person) at the place of Insurance.

17. An **Insurance Risk** is a measure of the probability of the occurrence of the Insured Event caused by an Insured Peril.

18. The **Policyholder** is the party which has concluded the insurance policy (the insured person is the Policyholder, e.g. the owner of the policy (horse, camel, elephant), canoeing on calm water, fitness exercise in physical fitness organisations, corfball, billiards, bowling, lacrosse, indoor climbing, archery, curling, modern gymnastics, orienteering and cross-country running, swimming, beach and water recreational activities, city stays not limited by altitude, field hockey, arm wrestling, skateboarding, softball, squash, table tennis, chess, fencing (sword, epee, saber, foil), internet, sea sports (e.g. use of sharp weapons, darts, snorkelling, dancing, tennis, tourism in non-demanding terrain of up to 3000 metres above sea level, rowing, water skiing and wakeboarding, water polo, volleyball, windsurfing, winter sports on groomed and public tracks (skiing with the exception of speed skiing, snowboarding; bobsleigh, ski bobjibbing and sledging – not competitive), study trips and activities not undertaken for income earning purposes, for activities with a comparable risk, with the exclusion of activities detailed in item b) of this paragraph.

b) **‘Working’** applies to Insurance for activities normally performed for a gain to the Insured Person and involves the benefit of another person and to or in order to gain practical experience. This Insurance also applies to the activities detailed in item a) of this paragraph.

Article 3
Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Beneficiary with an Insurance Benefit to the extent of the loss and the subject of the Insurance up to the agreed amount.

2. The Beneficiary is the Insured Person.

3. The subject of the Insurance is the health of the Insured Person.

4. The Insurance is concluded as Loss Insurance.

Article 4
Insured Event

With the exception of the agreed exclusions, an Insured Event is a change in the medical condition (including sudden changes in Chronic Illness) of the Insured Person caused by Sudden Illness or Injury, which occurred within the Duration of the Insurance and at the place of Insurance and which requires the subsequent provision of Acute and Urgent Healthcare at the place of Insurance.

Article 5
Extent and Place of Insurance

The extent of the agreed Insurance is determined by the Insurance terms and conditions and elective parameters stipulated in the insurance policy. These parameters are elected by the Policyholder upon concluding the insurance policy based on knowledge of the insurable interest of the Insured Persons. Insurance is effective only in the agreed place of Insurance, which is the territory of the state of the Schengen area, with the exception of the territory of the Czech Republic. The territory of the states is understood to also include the Exclusive Economic Zone (EEZ).

The Policyholder shall elect the Insurance Period and type of trip in the following extent:

**Type of trip**

Insurance is only effective for the performance of the activities involved in the agreed type of trip.

If the following type of trip is agreed:

a) **‘Tourist’**, applies to recreational Trips and stays while performing ordinary recreational and leisure activities, e.g. aerobics, animation programmes, athletics, badminton, baseball, basketball, bowling, skating (with the exception of competitive figure skating and speed skating), curling, cycle tourism, fitness, floor ball, football, golf, handball, street hockey, roller skating, archery (e.g. horse, archery (e.g. horse, camel, elephant)), canoeing on calm water, fitness exercise in physical fitness organisations, corfball, billiards, bowling, lacrosse, indoor climbing, archery, curling, modern gymnastics, orienteering and cross-country running, swimming, beach and water recreational activities, city stays not limited by altitude, field hockey, arm wrestling, skateboarding, softball, squash, table tennis, chess, fencing (sword, epee, saber, foil), internet, sea sports (e.g. use of sharp weapons, darts, snorkelling, dancing, tennis, tourism in non-demanding terrain of up to 3000 metres above sea level, rowing, water skiing and wakeboarding, water polo, volleyball, windsurfing, winter sports on groomed and public tracks (skiing with the exception of speed skiing, snowboarding; bobsleigh, ski bobjibbing and sledging – not competitive), study trips and activities not undertaken for income earning purposes, for activities with a comparable risk, with the exclusion of activities detailed in item b) of this paragraph.

b) **‘Working’** applies to Insurance for activities normally performed for a gain to the Insured Person and involves the benefit of another person and to or in order to gain practical experience. This Insurance also applies to the activities detailed in item a) of this paragraph.
amount of the Insurance Benefit, the Insurer shall be entitled to reduce the Insurance Benefit proportionally to the extent of the Insurer’s duty to render benefits, d) in the event of the thwarting of the passing of the right to the Insurer pursuant to Article 21, e) if it paid the Insurance Benefit in the unreduced amount and has subsequently been able to claim a right to reduce the Insurance Benefit. The Insurer is entitled to exercise a claim to the difference between the paid-out and the reduced Insurance Benefit from the person in whose favour the payment was made.

9. The Insurer may refuse to pay the Insurance Benefit if the Insured Event was caused by a fact:
   a) of which it learned only after the occurrence of the Insured Event,
   b) which it was unable to ascertain during the conclusion of the policy or its amendment as a consequence of the culpable breach of the obligation stipulated in paragraph 1 of this Article by the Insurer or the Insurer’s assistance service provider.
   c) the awareness of which at the time of the conclusion of the insurance policy would result in not concluding it or concluding it under different terms and conditions.

10. The Insurer may also refuse to pay the Insurance Benefit if, when exercising its right to benefits under the Insurance, the Beneficiary knowingly gave false or grossly distorted information pertaining to the extent of the Insured Event or withheld material information pertaining to this Insured Event.

11. The Insurer is entitled to deduct from the Insurance Benefit any outstanding premiums or other outstanding receivables owed to the Insurer.

12. A loss is represented by necessary and reasonable expenses demonstrably incurred on healthcare for the Insured Person at the place of residence.

13. The Insurer shall provide Insurance Benefits up to the limits set out in paragraph 16 of this Article to the following extent:
   a) Acute and Urgent Healthcare of the Insured Person including:
      - the essential examination required in order to determine the diagnosis and the medical procedure to be taken,
      - the essential standard treatment,
      - the essential hospital bed for the patient in a multi-bed hospital room with standard equipment,
      - a necessary operation with associated necessary expenses,
      - the essential medicine and healthcare aids prescribed by the doctor of the quantity required until the patient returns to the Czech Republic,
      - transportation necessary from a healthcare standpoint from the location where the Insured Event took place to the nearest medical first aid facility or hospital and back,
   b) repatriation of a sick Insured Person, which is necessary from a medical standpoint and is carried out, upon the assessment and approval of the Insurer’s supervising doctor and with the consent of the attending doctor, by a medical transport organisation approved by the Insurer or the Insurer’s assistance service provider to a healthcare facility in the Czech Republic designated in the same manner, or to the place of residence of the Insured Person in the Czech Republic,
   c) the Insurer may, upon prior approval and in justified cases, also cover the costs of another person required to accompany the Insured Person,
   d) transportation of the bodily remains of the Insured Person to his place of residence in the Czech Republic if it is performed by a specialist organization approved by the Insurer or the Insurer’s assistance service provider.

14. The cost of the deemed non-Insured Event shall be paid by the Insurer directly or via the assistance service provider to the healthcare facility or another party that has demonstrably incurred these costs.

15. If an Insured Event occurred and the continuous hospitalisation of the Insured Person exceeds the Duration of the Insurance, the Insurer shall decide on the subsequent procedure as follows:
   a) if the state of health of the Insured Person does not allow for his repatriation, the Insurer shall be entitled to treat the Insured Person in a healthcare facility designated by the Insurer until such time as his state of health improves to such an extent as to allow for his repatriation,
   b) if the state of health of the Insured Person allows for his repatriation, the repatriation can proceed after the consent of the attending doctor is obtained and also, if necessary, final treatment in a healthcare facility in the Czech Republic designated by the Insurer.

16. The Insurance Benefit has an upper limit. The upper limit for the Insurer for each Insured Event is:
   a) the agreed benefit limit for expenses pursuant to item a) to e) of paragraph 1 of this Article (Healthcare, including repatriation and transportation) is specified in the insurance policy and limits the Insurance Benefit for one and all of the Insured Person’s Insured Events.
   b) the partial limit detailed pursuant to letter a) of this paragraph is the benefit limit for costs pursuant to letter e) of paragraph 1 of this Article (Transportation) that is stipulated in the insurance policy and limits the Insurance Benefit for one and all of the Insured Person’s Insured Events.

17. Exclusions from the Insurance

   The following are not deemed to be Insured Events:
   1. Childbirth, including premature and purperium, abortion, artificial fertilisation, infertility treatment and tests or tests (including laboratory and ultrasound) to ascertain and monitor pregnancy, tests involving contraception and payment of contraception,
   2. Cases of travel abroad for the purposes of utilising healthcare,
   3. Dental treatment and associated services, with the exception of the treatment of the consequences of injury and urgent simple dental treatment to eliminate sudden pain,
   4. Preventative examinations, vaccination, medical tests and treatment not associated with the sudden onset of illness or injury,
   5. Rehabilitation, physical therapy, chiropractic operations, exercise therapy and self-reliance training,
   6. Organ transplants, haemophilia treatment, interferon treatment, insulin treatment except during the provision of first aid, chronic haemodialysis,
   7. Replacements for spectacle, contact lenses and hearing aids and the production and repair of orthopaedic prostheses,
   8. Examination and treatment of psychiatric disorders not associated with any other sudden onset of illness or injury, psychological tests and psychotherapy,
   9. Procedures and diagnostic methods that are not medically necessary or performed by a qualified healthcare professional, including hospitalisation provided at such facilities,
   10. Cosmetic measures,
   11. Spa and convalescent treatment and stays, treatment at specialist facilities (including long-term care facilities, sanatoria and hospices) and at facilities for subsequent ward treatment care,
   12. Acupuncture and homeopathy,
   13. Complications that may arise during the treatment of illnesses, conditions or injuries not covered by the Insurance,
   14. Examinations and treatment of venereal and sexually transmitted diseases and AIDS from the determination of a diagnosis,
   15. Coverage of medicine and healthcare aids prescribed by a doctor and with the consent of the attending doctor without a doctor’s prescription or medicine whose administration started before the commencement of the Insurance,
   16. Treatment of illnesses and states of health where healthcare is appropriate, useful and necessary, but may be postponed and need not be provided until one returns to the Czech Republic,
   17. Events after the Insured Person refuses to undergo repatriation, treatment or necessary medical examinations performed by a specialist assigned by the Insurer or the Insurer’s assistance service provider,
   18. Transportation, searching, probing and rescue operations, if an Insured Event has not occurred at the same time impacting on the health of the Insured Person,
   19. Events, the cause or indications of which arose outside the Duration of the Insurance and the agreed place of Insurance, with the exception of a sudden change in the Insured Person’s Chronic Illness,
   20. Events which the Policyholder, Insured Person or Beneficiary could foresee or which they knew of at the time of the insurance policy was taken out,
   21. Events arising during the preparations for and performance of activities for which the appropriate insurance under Article 5 has not been taken out,
   22. Events which the Insured Person brought about intentionally (including suicide or attempted suicide) or which were caused by the intentional conduct of the Policyholder or the Beneficiary.

23. Events which were caused to the Insured Person by another person at the instigation of the Insured Person, the Policyholder or the Beneficiary,

24. Events arising in connection with a riot which the Insured Person provoked, or involvement with criminal activity which the Insured Person committed or attempted to commit.

25. Events which have occurred as a result of or in connection with the usage of, or the consequences of the usage of, alcohol, drugs, narcotics or other psychotropic or addictive substances by the Insured Person,

26. Events which have occurred during test trials of Transport Means.

27. Events which have occurred during stunt activities and the taming of beasts of prey.

28. Events which have occurred during activities at locations not deemed to be Insured Events.

29. Events which have occurred in an area that is military action zone as an area that is otherwise dangerous to life and health, or has not been recommended for travel or a stay in this area if the journey or the stay commenced or the insurance policy was taken out after this declaration was made.

30. Events which have occurred as a consequence of or in connection with:
   a) the effects of released nuclear energy, or of chemical or biological weapons,
   b) wartime events or civil war,
   c) acts of violence (including civil disturbances and terrorist activities), in which the Insured Person took an active part,
   d) handling of a firearm or explosive by the Insured Person.

31. Events occurring and healthcare services provided on the territory of the Czech Republic.

32. Events occurring during the preparation and conducting of Professional Sporting Activity.

33. Events occurring in connection with any sporting activity in excess of the framework of the tour/tour specifified in Article 5.

Article 8

Insurable Interest

1. Insurable interest is a legitimate need for protection from the consequences of the Insured Event.

2. The Policyholder has an insurable interest in his own life and health. It is understood that the Policyholder also has an insurable interest in the life and health of another person, if he demonstrates an interest conditional on his relationship to this person, whether resulting from a family relationship or being conditional on the benefit or advantage he gains from a continuation of this person’s life or preservation of this person’s health.

3. If the Insured Person consented to the Insurance it is understood that the Policyholder’s insurable interest was demonstrated.

4. The insurance policy shall be invalid if the Interested Party did not have an insurable interest and the insured knew or ought to have known this when concluding the insurance policy.

5. The insurance policy shall be invalid if the Policyholder has knowingly insured a non-existent insurable interest, but the Insured did not or could not have known this; however, the Insured shall be entitled to remuneration corresponding to the premiums until the time it learned of the insurance policy being invalid.

6. The insurable interest does not terminate upon the absence of the subject of the Insurance from the place of Insurance, the taking up of similar private insurance or for reason of plain disinterest.

7. The termination of the insurable interest must always be proven to the Insurer.

Article 9

Group Insurance

1. Group Insurance is understood to mean a group to a group of Insured Persons, as further defined in the insurance policy, whose identity need not be known at the time of the insurance policy being concluded.

2. If the Insurance applies to members of a certain group, the insurance policy need not specify the names of the Insured Persons, on the condition that the Insured Persons can be identified beyond doubt at least at the time of the insurance policy.

3. In the case of group insurance, a breach of the duty to give truthful and complete answers to the Insurer’s questions only impacts the Insurance of those persons to whom a breach of this duty applies.

Article 10

Conclusion of the Insurance Policy

1. The insurance policy is concluded upon acceptance of the
4. The Insurer or the Policyholder may terminate the Insurance Policy. Amendments to and Termination of the Insurance Policy. The Insurance lasts from its inception to its actual termination if it has not been terminated in accordance with the contract. If the Insurer has reason to believe that the Policyholder has breached the duty stipulated in paragraph 8 or 9 of Article 15, or has failed to answer the reminder letters that were sent, the Insurer may be entitled to withdraw from the insurance policy if the Insurer breached the duty stipulated in paragraph 8 or Article 15. The right to withdraw from the insurance policy shall expire within two months of the day that it learned or ought to have learned of a breach of the duty stipulated in paragraph 1 or 2 of Article 15 or in paragraph 8. If the insurance policy was taken out for a period in excess of one month and concluded by means of a remote transaction, the Policyholder shall be entitled to withdraw from the policy, without giving any reason, within 14 days of its conclusion or of the date on which the terms and conditions were communicated to him, if such communication first occurs only upon his request after the conclusion of the policy. The insurance policy may, in exceptional cases, be terminated by written agreement of the contracting parties under the agreed conditions. The insurance policy may be assigned only with the Insurer's consent. If the insurance policy is terminated because of another party's insurable risk, then the Insurer shall take the place of the Policyholder on the date of the Policyholder's death or the day of its being wound up without a legal successor, or if the Insurer gives written notice to the Insurer within thirty days of the Policyholder's death or winding up that he is not interested in the Policyholder, the Insurer shall expire on the date of the Policyholder's death or winding up. The effects of a delay shall not impact the Insured Person before the information to the Policyholder at his address stipulated in the insurance policy. The effects for extension are objective facts, which may be demonstrated in Transport Means or terrorist acts preventing the Insured Person from returning to the Czech Republic. The premium is payable on the date of the conclusion of the insurance policy. The premium must be paid within three months of the serving of the notification of the refusal to pay the Insurance Benefit is received. The premium is increased in the order in which the insurance policy has been agreed. The premium is payable on the date of the Policyholder's death or winding up. The effects of the premiums are calculated and administered by the Insurer. The premium is the consideration for the Insurance cover provided. The amount of the premium is determined by the Insurer. The premium is payable on the date of the termination of the insurance policy. The premium is payable on the date of the commencement of the insurance policy. The premium must be paid within thirty days of the Policyholder's death or winding up. The effects of the premiums shall be concluded in writing.
Insurer, from its obligation to maintain confidentiality and provide the Insurer with written authorisation to obtain information from healthcare staff which is subject to the obligation to maintain confidentiality and which is required for the Insurer’s investigations if any Loss Event has occurred, undergo treatment or necessary medical examinations by a doctor designated by the Insurer or by the Insurer’s assistance services provider, always follow the instructions of the attending doctor, abide by the safety measures for the Duration of the Insurance, use suitable protective aids and equipment required for the maximum safe performance of all activities performed, have the appropriate valid licence for the performance of all activities carried out at the place of Insurance, ensure proper supervision or escort, should this be usual for the aforesaid, comply with the legislation in force in the country of residence, seek out medical treatment, should the need arise, if the state of health of the Insured Person allows for it, the rehabilitation may only be conducted after the consent of the attending doctor is obtained, in the event that he is required, on rare occasions, to participate directly in the settlement of the loss that is the Insured Event, ensure that any additional aid is delivered to the place designated in the insurance policy (hereinafter the “Post Office”), by ordinary mail or registered mail to the residential address or registered office stated in the insurance policy. If this person is not simultaneously the addressee, the notification is deemed to be delivered on the date of receipt stated on the delivery slip. The notification under paragraph 3 and 4 of this article shall be deemed to be delivered on the day that it was delivered to the email box of the addressee; in the event of doubts, it shall be understood that the notification was delivered on the date it was delivered to the addressee, in this case the date stated in the document. The Beneficiary must not enter into an agreement with a third party if such claims pass to the Insurer regarding to the duty of the Policyholder shall also apply to the Beneficiary in writing whilst negotiating the amendment of the agreement. Should this person threatened the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. The Insurer has already rendered benefits, it shall be entitled to compensation up to amount of the loss. The Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred. The Beneficiary must deliver the required documents to the Insurer in writing whilst negotiating the amendment of the agreement. Should this person threatened the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to amount of the loss.

### Article 18 Other Rights and Obligations of the Parties to the Insurance

1. If the Insurer asks the Interested Party in writing whilst negotiating the amendment of the insurance policy or asks the Policyholder in writing whilst negotiating the amendment of the insurance policy about facts that are relevant to the Insurer’s decision on evaluating the insurance risk, whether it will insure this person or what conditions the Insurer or the Policyholder shall answer these questions truthfully and completely. The duty shall be deemed to have been duly met if nothing material had been concealed as part of the answers.

2. The provisions contained in paragraph 1 of this article regarding to the duty of the Policyholder shall also apply to the Insured Person.

3. Should an event occur with which the person who considers himself to be a Beneficiary links his claim to an Insurance Benefit, he shall notify this fact to the Insurer without undue delay, give the Insurer a truthful explanation of the cause, the origin of the event, the extent and consequences of such an event, the rights of third parties and any Multi-Insurance; at the same time, he shall also submit to the Insurer the required documents and proceed in the manner agreed in the insurance policy. If the Insurer is not simultaneously the Policyholder or the Insured Person, the Policyholder and the Insured Person shall also have the duties.

4. The same notification may be made by any person with a legal interest, also by a person who has a legal interest, who has been duly notified to the addressee, in the manner stated in the document.

5. The notification under paragraph 3 and 4 of this article shall be deemed received if the Insurer: i) was notified of the event on the Insurer’s form, in an email, in a message via SMS, via an employee of the assistance services provider, 2. The language of communication is Czech.

### Article 19 Delivery of Documents

1. Documents designated for the parties to the Insurance (hereinafter the “Post Office”), by ordinary or registered mail to the residential address or registered office stated in the insurance policy. Should the addressee give an address that is different to his residential address or registered office (hereinafter the “correspondence address”), delivery shall be made to this address, with the addressee not being able to claim that his actual identity is other than his correspondence address.

2. Correspondence sent by mail is deemed to be delivered on the third business day following dispatch. Correspondence sent to an addressee by registered mail with a delivery slip is deemed to be delivered on the date of receipt stated on the delivery slip.

3. Correspondence sent to an email address is deemed to be delivered on the date that it was delivered to the email box of the addressee, in this case the date that the email was sent to the addressee.

4. Correspondence sent to a data mailbox is deemed to be delivered the moment that this data mailbox is logged on by the person who, in view of the extent of his/her authority, has access to the correspondence.

5. Documents of the parties to the Insurance may also be delivered via an employee of the Insurer or by other parties authorised by the Insurer; in the event of any doubt, the document is deemed to be delivered on the date it is accepted.

6. If the addressee deliberately thwarts the delivery of a document, it shall be deemed to have been duly delivered on the day that its receipt by the addressee is not justified.

7. If the addressee thwarts the receipt of correspondence in another manner, e.g. by failing to take delivery of this correspondence or by failing to mark his/her letter box by his/her first name and surname, the document shall be deemed to have been duly delivered on the date on which it was returned to the insurer.

8. The Insurer’s or Policyholder’s place of delivery is the address stated in the insurance policy.

### Article 20 Rescue Costs

1. If the Policyholder should purposefully incur costs in averting the immediate threat of an Insured Event or to mitigate the consequences of an Insured Event that has already occurred, it shall be entitled to compensation for these costs from the Insurer, as well as compensation for the loss suffered by the Policyholder in connection with this activity.

2. Compensation for rescue costs incurred in order to save lives or the health of persons is limited to 30% of the agreed insured amount or for the actual costs incurred. The amount of compensation for rescue costs for the Period of Validity of the insurance policy is limited to CZK 100,000, with the exception of costs incurred by the Policyholder with the Insurer’s consent.

3. Compensation for rescue costs is in excess of the framework of the agreed Insurance Benefit limit.

4. If the Insured Person or another person incurred rescue costs in excess of the framework of the duties stipulated by law, they shall have the same right to compensation against the Insurer as the Policyholder.

### Article 21 Assignment of Rights to the Insurer

1. If a person entitled to the Insurance Benefit, the Insured or a person incurring rescue costs, became entitled to compensation from another party for a loss or another similar right in connection with an Insured Event which is imminent or already occurred, this claim, including apportionments, security and other rights connected therewith, shall pass to the Insurer upon the payment of the Insurance Benefit, up to the amount of the benefit paid or ordered to be paid to the Beneficiary. The above shall not apply if this person became entitled to this right against someone with whom he lives in a joint household or is dependent on him, unless he caused the Insured Event intentionally.

2. The person whose right passed to the Insurer shall release the required documents to the Insurer and disclose all that is necessary in order to exercise the claim. Should this person threaten the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to amount of the loss.

3. The Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred.

4. The Beneficiary must deliver the required documents to the Insurer in writing whilst negotiating the amendment of the agreement. Should this person threatened the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to amount of the loss.

5. If, in connection with the exercise of the claim, the Insurer incurs additional costs due to the fault of the Beneficiary, then the Beneficiary is entitled to require the Beneficiary to pay such costs.

### Article 22 Assistance Services

**Assistance Services**

Assistance services for the Insured Person in connection with the Medical Expenses Insurance taken out and are arranged for by the Insurer’s contractual organisation: AXA ASSISTANCE CZ, s.r.o., City Point, Hviezdoslavova 1689/2a, 381 01 Brno, Czech Republic, phone: +420 272 10 10 10, SMS: +420 606 60 17 55, Fax: +420 272 10 01 01, e-mail: info@axa-assistance.cz Assistance services are provided 24 hours a day. The scope of the assistance services provided is available at www.pzvr.cz.

### Article 23 Final Provisions

1. Representations and notifications with respect to the Insurer are only valid if submitted in writing.

2. The language of communication is Czech.

3. Persons with restricted legal capacity shall be represented by their guardian. It is understood that persons who have yet to attain full legal capacity act with the consent of their statutory representative or that this statutory representative acts on their behalf.

4. If payment is made in cash, the date of payment is the date the sum is deposited in favour of the recipient. If the payment is not made in cash, the date of payment is the date the sum is credited to the account of the recipient.

5. The Insurer’s costs of carrying out and administering the Insurance come to 20% of the unaired premium.

6. All disputes arising out of or in connection with this Insurance which are not resolved by agreement or out-of-court settlement shall be dealt with by any court having jurisdiction in the Czech Republic in compliance with Czech law.