

TRAVEL INSURANCE



SO YOU CAN ENJOY YOUR VACATION

General Insurance Terms and Conditions

www.csobpoj.cz


ČSOB Pojišťovna
Simply for you

Thank you for choosing travel insurance offered by ČSOB Pojišťovna, a.s., member of the ČSOB Group. We assure you that we will do our best for your satisfaction before, during and after your trip.

Instructions for the Client:

- Take with you and/or save the assistance card with important contact information when travelling abroad
- Your Insurance Policy (or at least its number), which sets out all the insurance taken out, including the indemnity limits, may also come in useful
- Other documents for travel insurance (e.g. Insurance Terms and Conditions, forms for reporting loss-incurring events) are available on the insurance company's website at www.csobpoj.cz

Information about insurance

If you have any informative questions about the insurance, e.g. the indemnity limits, please contact the ČSOB Pojišťovna info line at **+420 466 100 777**, or by e-mail to: **info@csobpoj.cz**.

How to proceed in the case of a loss-incurring event, and the provision of assistance services

1. If a loss-incurring event occurs **abroad**, call the assistance service by phone (see the contact details on the assistance card), which will provide you with the necessary information, and, in the event of an accident or illness, will recommend a medical facility in the location of your stay.
From anywhere in the world, the assistance service is available to you 24 hours a day, 365 days a year with a Czech-speaking operator. If you can only reach the assistance service's answering machine, please state your name and the telephone number where the assistance service can call you back.
2. If a loss-incurring event occurs **in the Czech Republic**, or if you report a loss-incurring event only after returning from vacation (i.e. it was not necessary to use the assistance service abroad), immediately contact the Insurer on the information line, using one of the contact details listed.
3. If a loss-incurring event occurs under legal protection insurance or the need to use assistance services for household insurance or vehicle travel assistance, always call the telephone number of the assistance service.

Assistance service:

ČSOB Pojišťovna asistence
Phone: **+420 466 100 777**
e-mail: **asistence@csobpoj.cz**

Information line:

ČSOB Pojišťovna, a. s.
Phone: **+420 466 100 777**
e-mail: **pojistneudalosti@csobpoj.cz**
adresa: **ČSOB Pojišťovna, a.s., member of the ČSOB Group, Masarykovo náměstí 1458, 530 02 Pardubice**

Basic advice and procedures in the case of a loss-incurring event

Tip: Damage under travel insurance can be reported easily online. Just fill out the online form on the website of ČSOB Pojišťovna at www.csobpoj.cz, in the section entitled "Loss-incurring event, damage report".

- **In case you report a loss-incurring event by phone or in writing, send to the Insurer:**
 - A duly completed form LOSS-INCURRING EVENT REPORT
 - Proof of payment
 - In the case of treatment by a doctor or hospital stay abroad, the MEDICAL REPORT describing the course of the illness or injury
 - Copies of other documents necessary to settle the loss-incurring event
- **In the case of illness or injury**
 - Ask the doctor abroad to issue a MEDICAL REPORT; keep all medical records and all bills so that they can be reimbursed to you
- **In the case of liability for damage**
 - If it is a minor damage, you can pay for it on the spot; proof of payment and photo documentation must be submitted to the Insurer upon your return from vacation
 - In the event of major damage, contact the assistance service immediately, do not acknowledge your liability without the consent of the insurance company, do not reimburse the damage, even partially, and do not sign any document the content of which you do not understand
 - Inform the aggrieved party that you have taken out damage liability insurance, or you can provide them with contact details of the Insurer
 - Try to obtain written statements from the aggrieved party and witnesses (if any)
 - Document the circumstances of the damage (photo documentation)
- **In the case of legal protection**
 - Contact the assistance service at the above telephone number
 - Try to obtain written statements from the aggrieved party and witnesses (if any)
 - Document the circumstances of the damage (photo documentation)
- **In the case of damage to baggage**
 - Immediately report the theft of baggage to the police in the location of the insured event and request a police report
 - Document the circumstances of the damage
- **In the case of travel interruption / missed departure / flight delay / baggage delay**
 - Obtain a document proving the cost of the unused travel service / reason for the missed departure / document proving the duration of the flight or baggage delay
- **In the case of cancelling a purchased tour or travel service**
 - Withdraw from the tour contract or the travel service contract immediately in writing
 - Obtain documents proving the reason for withdrawal from the aforesaid contract, e.g. medical report, police report
- **In the case of household insurance in the event of travel**
 - Report theft by burglary to the police immediately and request a police report
 - Document the circumstances of the damage
- **In the case of an accident or breakdown of your vehicle abroad and in the Czech Republic**
 - Contact the assistance service at the above telephone number



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PART A | OPENING PROVISIONS

ARTICLE 1 Opening Provisions

- These General Insurance Terms and Conditions for Travel Insurance GITC TI 2021 (hereinafter the "GITC TI 2021") specify the basic scope of rights and obligations of the parties to insurance, i.e. the Insurer and the Policyholder as the Contracting Parties, the Insured and any other person with a right or obligation resulting from the insurance.
- All the insurance taken out under these GITC TI 2021 shall also be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), and the provisions of the Insurance Policy.
- The GITC TI 2021 constitute an integral part of the Insurance Policy.
- These GITC TI 2021 become effective as of 1 June 2022.

ARTICLE 2 Insured Event

- An insured event is an accidental event covered by the insurance occurring within the term of insurance.
- If the insured event is caused intentionally either by the person exercising its right to indemnity or by a third party on the initiative of that person, the right to indemnity shall only arise in case it has been explicitly agreed or if it is stipulated by the Civil Code or another act.
- Insured events for individual insurances are further defined by other parts of these GITC TI 2021 or the provisions of the Insurance Policy.

ARTICLE 3 Scope of Insurance, Territorial Scope of Insurance and Territorial Scope of Assistance Services

- Insurance can be arranged with the following territorial scope:
 - Domestic**, i.e. the territory of the Czech Republic,
 - Europe**, i.e. Albania, Andorra, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Montenegro, Denmark (including the Faroe Islands), Egypt, Estonia, Finland, France (including Corsica), Gibraltar, Croatia, Ireland, Iceland, Italy, Israel, Kosovo, Cyprus, Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Macedonia, Malta, Morocco, Moldova, Monaco, Germany, the Netherlands, Norway (including Svalbard), Poland, Portugal (including the Azores and Madeira), Austria, Romania, Russia (only the European part ending with the Ural Mountains and the River Ural), Greece, San Marino, Slovakia, Slovenia, the United Kingdom of Great Britain and Northern Ireland, Serbia, Spain (including the Canary and Balearic Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, Vatican; For the avoidance of doubt, the territorial scope of Europe is not considered to include the territory of the Czech Republic,
 - World**, i.e. all countries of the world except the Czech Republic.
- The scope of individual agreed insurances and their territorial scope is stipulated in the Insurance Policy.
- Within the territorial scope of Europe or the World, it is agreed for travel interruption insurance, missed departure insurance, flight delay insurance, cancellation fee insurance, household insurance in the event of travel and vehicle travel assistance that the location of

occurrence of a loss-incurring event may also be the territory of the Czech Republic. For the avoidance of doubt, when arranging the territorial scope of Europe or the World, tours or travel services provided only in the territory of the Czech Republic are not insured.

ARTICLE 4

Obligations of the Parties to Insurance

1. The **Insured** is, in addition to the obligations stipulated by generally binding legal regulations, also obliged to:
 - a) Notify the Insurer, without delay and in writing, of any changes in the facts he/she was asked in writing about when the insurance was being taken out, or the facts comprising the contents of the Insurance Policy,
 - b) Report to the police or another competent public administration authority, without unnecessary delay, a loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of a crime, administrative offence or misdemeanour, and request the relevant written document of such reporting from the police or other competent public administration authority,
 - c) Notify the Insurer without delay of the fact that he/she has taken out another insurance with another insurer against the same insured risk and relating to the same value of insurable interest in the same term of insurance, and notify the Insurer of the business or other name of that other insurer and the amount of the agreed upper indemnity limit,
 - d) Notify the Insurer without delay of the fact that the subject of insurance missing in relation to an insured or loss-incurring event has been found,
 - e) Comply with generally binding legal regulations and any prohibitions, orders or restrictions stipulated otherwise (e.g. prohibition signs in mountain areas, in means of transport),
 - f) If a loss-incurring event occurs, contact the Insurer's assistance service without undue delay and follow its instructions,
 - g) At the Insurer's request, present all the documents that are necessary for investigation of the loss-incurring event in the original language, and if it is required by the Insurer, arrange for their certified translation into the Czech language,
 - h) If a loss-incurring event occurs, obtain sufficient evidence of the scope of the loss-incurring event, particularly by keeping the damaged subjects of insurance or their parts or through photography or film material, video recording or testimony by third parties.
2. The **Policyholder** is, in addition to the obligations stipulated by generally binding legal regulations, also obliged to:
 - a) Notify the Insurer, without delay and in writing, of any changes in the facts he/she was asked in writing about when the insurance was being taken out, or the facts comprising the contents of the Insurance Policy,
 - b) Notify the Insured (if different from the Policyholder), without any unnecessary delay, that he/she has taken out insurance relating to the value of the Insured's insurable interest, and make the Insured acquainted with his/her rights and obligations under the taken out insurance,
 - c) Notify the Insurer without delay of the fact that he/she has taken out another insurance with another insurer against the same insured risk and relating to the same value of insurable interest in the same term of insurance, and notify the Insurer of the business or other name of that other insurer and the amount of the agreed upper indemnity limit.
3. In case the insurance covers the value of insurable interest of the Insured different from the Policyholder, the Policyholder has the same obligations as the Insured.
4. If a loss-incurring event occurs, in addition to the obligations stipulated by generally binding legal regulations, the **Policyholder or other person exercising the right to indemnity** is obliged to notify the Insurer of the loss-incurring event without undue delay, but no later than 15 days from discovering the loss-incurring event.

ARTICLE 5

Establishment, Changes and Termination of Insurance

1. The insurance is established on the basis of a written Insurance Policy on the first day following its conclusion, unless otherwise agreed in the Insurance Policy.
2. Insurance is taken out for the period specified in the Insurance Policy (the term of insurance).
3. Changes in the Insurance Policy can be made by agreement of the Parties.
4. In accordance with the Civil Code, the insurance shall not be interrupted during the term of insurance due to a failure to pay the premium.
5. The Insurer and the Policyholder are entitled to terminate the Insurance Policy with a one-month notice period within 3 months of the day of notification of occurrence of an insured event.
6. In case the Policyholder fails to pay the premium even within an additional time limit specified by the Insurer in the reminder, the insurance shall terminate, differently from Section 2804 of the Civil Code, on the day following the futile lapse of that additional time limit.

ARTICLE 6

Premium

1. The Policyholder is obliged to pay a **lump-sum premium**, unless expressly agreed otherwise in the Insurance Policy. If the Insurance Policy stipulates the payment of a regular premium, the duration of the term of insurance is set at one insurance year.
2. The premium amount is specified in the Insurance Policy. The Insurer is entitled to verify the correctness of the information relevant to the determination of the premium with the Insured.
3. The lump-sum premium is payable as of the day of beginning of the insurance, regular premiums are payable as of the first day of each term of insurance.
4. The Insurer has the right to the premium for the term of insurance, unless stipulated otherwise in the Civil Code, in these GITC TI 2021 or in the Insurance Policy.
5. In the case of occurrence of an insured event on the basis of which the insurance has become extinct, the Insurer is entitled to the whole lump-sum premium for the period for which the insurance was taken out. If it is the case of regular premiums, the Insurer has the right to premiums until the end of the term of insurance within which the insured event occurs.
6. By way of derogation from Section 1957(1) of the Civil Code, premiums for insurance arranged under the Insurance Policy shall be deemed paid at the moment the premium amount is transferred by the Policyholder to the Insurer through a payment services provider or deposited with a postal service operator to be paid via postal order.

ARTICLE 7**Indemnity**

1. Unless otherwise agreed in these GITC TI 2021:
 - The Insurer's indemnity is limited by an upper limit; the upper limit is determined by the **indemnity limit**.
 - The indemnity limit set at the proposal of the Policyholder in the Insurance Policy is the indemnity limit for one and all insured events occurring for one Insured over the term of insurance.
2. The Insurer is obliged to complete the investigation of the loss-incurring event within 3 months of the notification of such an event. If the investigation cannot be completed within 3 months of the date on which the loss-incurring event was notified to the Insurer, the Insurer is obliged to inform the notifier of the reasons for which the investigation cannot be completed and provide the beneficiary with a reasonable advance upon his/her written request unless serious reasons prevent this. The indemnity is payable within fifteen days as soon as the Insurer has completed the investigation necessary to determine the extent of the Insurer's obligation to pay.
3. If the insured event is caused to the Insured or caused by the Insured in a causal connection with the consumption of alcohol or another addictive substance, the Insurer is entitled to reduce the indemnity in proportion to the effect of such consumption on the extent of the Insurer's obligation to pay the indemnity.
4. If the Insured or the beneficiary does not contact the assistance service of the Insurer or does not follow its instructions, the Insurer has the right to provide the indemnity only up to the amount corresponding to the costs for which the assistance service would arrange the relevant services.
5. If the breach of obligations of the Policyholder, the Insured or another person entitled to indemnity had a significant effect on the occurrence of the insured event, its course, increase in the extent of its consequences or determination of the amount of indemnity, the Insurer has the right to reduce the indemnity proportionately to what effect the breach had on the extent of the Insurer's obligation to pay the indemnity.

ARTICLE 8**Exclusions from Insurance and Limitations of Indemnity**

1. The insurance does not cover loss-incurring events if the Insured knew or, taking into account all the circumstances, could have known about the facts that may lead to the occurrence of the loss-incurring event when arranging the insurance.
2. The insurance does not cover any loss-incurring events occurring:
 - a) As a result of an intentional crime, misdemeanour, administrative offence or gross negligence and wilful conduct contrary to the rules and regulations of the competent authorities caused by the beneficiary or another person who acted on the initiative of any of the parties to insurance,
 - b) As a result of acts of war, riots, insurrections or other violent riots, strikes or public intervention and in a causal connection therewith, unless otherwise specified below,
 - c) As a result of the use of nuclear, chemical or biological weapons in a terrorist act, with the exception of medical expenses insurance,
 - d) In connection with a terrorist act in which the Insured was the perpetrator or accomplice,
 - e) By nuclear energy, radiation of any kind and radioactive contamination,
 - f) In direct or indirect connection with the exercise of rights and performance of obligations arising from the service or other similar relationship of members of the armed forces, armed security forces, rescue services or emergency services.
3. If state authorities (e.g. the Ministry of Foreign Affairs of the Czech Republic) or other major international institutions announce an expected terrorist attack or issue a warning not recommending travel to a certain country, and the Insured still travels to such a country, the Insurer is not obliged to provide indemnity if the loss-incurring event is caused for one of the reasons stated in the announcement by state or other authorities.
4. The insurance does not cover any loss-incurring events in connection with which the beneficiary knowingly provides, while exercising the right to indemnity, untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the beneficiary conceals any substantial information concerning that insured event.
5. If the insured event occurred before the Policyholder paid the premium, the Insurer is not obliged to provide any indemnity.
6. The Insurer is not obliged to provide indemnity in cases arising from the provisions of the Civil Code and if so agreed in the Insurance Policy or if so provided by these GITC TI 2021.
7. Further exclusions from the insurance may be stated in other parts of these Insurance Terms and Conditions and in the Insurance Policy.

ARTICLE 9**Arrangements for Automatic Extension of the Term of Insurance**

1. If a situation arises where the Insured must, independently of his/her will, stay abroad after the expiry of the term of insurance agreed in the Insurance Policy (hereinafter the "original term of insurance") due to one of the objective circumstances stated in para. 4 of this Article, the original term of insurance shall be extended by the period according to para. 2 of this Article of the GITC TI 2021.
2. In such a case, the original term of insurance will be extended by the time strictly necessary to ensure the return of the Insured to the Czech Republic, but by a maximum of 30 immediately consecutive days immediately following the original term of insurance.
3. All other rights and obligations of all parties to insurance shall not change in any way with the automatic extension of the term of insurance according to this Article.
4. The objective circumstances which may be associated with the automatic extension of the term of insurance under this Article are the following:
 - a) Traffic restrictions caused by a natural disaster, epidemic or pandemic officially declared by international institutions (e.g. the World Health Organization), a strike, unrest, closure or delay in transport connections, preventing the Insured from returning to the Czech Republic during the original term of insurance, or
 - b) Hospitalisation of the Insured occurring as a result of an accident or acute illness of the Insured, but only on the condition that the Insured has also become entitled to the Insurer's indemnity under the medical expenses insurance agreed in accordance with Part B of these GITC TI 2021.
5. If the term of insurance is automatically extended for the reasons specified in para. 4 of this Article, the Insured is obliged, if a loss-incurring event occurs, to submit to the Insurer without undue delay documents proving:
 - a) The occurrence of an objective circumstance which may be associated with the automatic extension of the term of insurance according to para. 4 of this Article of the GITC TI 2021, and
 - b) What traffic restrictions resulted therefrom.

PART B | MEDICAL EXPENSES INSURANCE

ARTICLE 10

Medical expenses insurance constitutes real damage insurance.

ARTICLE 11

Insured Risks and Scope of Insurance

The insurance is arranged for the case of payment of the necessary medical expenses incurred as a result of an accident or acute illness of the Insured. These medical expenses are the costs of:

- a) **Medical treatment**,
- b) **Pharmaceuticals prescribed by a doctor** in connection with medical treatment. The Insurer does not consider nutritional, tonic or vitamin preparations, products used preventively or addictively or cosmetic products, even if they are prescribed by a doctor and contain medicinal substances, to be pharmaceuticals,
- c) **Stay in a medical facility** (hereinafter also "hospitalisation"),
- d) **Transport** of the Insured to the nearest suitable medical facility and possibly back to the place of his/her stay abroad if the Insured is not able to transport himself/herself,
- e) **Repatriation, i.e. the transport of the Insured to the Czech Republic** in the event he/she is not able to use the originally planned means of transport for health reasons. The Insurer reserves the right to decide, with the consent of the attending physician, on the manner, place and date of repatriation of the Insured, or on substitute accommodation in the period after the release of the Insured from the medical facility until repatriation,
- f) **Transport of the Insured's remains** in the event of his/her death to the Czech Republic. In the case of persons who are not nationals of the Czech Republic, the Insurer reserves the right to decide whether to pay the costs of transporting the Insured's remains to the state of which he/she was a national or to the Czech Republic,
- g) **Burial or cremation** of the Insured in the state where the Insured died if local laws do not permit the transport of remains or if a family member decides on the burial or cremation in the state where the Insured died. The Insurer shall reimburse the costs of burial or cremation up to the amount of the costs that the Insurer would incur for the transport of the remains,
- h) **Summoning a family member**. The Insurer reserves the right to decide on the entitlement to summon a family member.

ARTICLE 12

Exclusions from Insurance and Limitations of Indemnity

1. Unless expressly agreed in the Insurance Policy, the insurance does not cover any winter or risky sports. The insurance does not cover any uninsurable sports.
2. Unless expressly agreed in the Insurance Policy, the insurance does not cover manual business trips.
3. The Insurer is not obliged to provide indemnity under medical expenses insurance in the following cases:
 - a) The insured event occurred in the territory of the Czech Republic,
 - b) The insured event occurred in the territory of the state(s) of which the Insured is a national. An exception is the case where the Insured is a foreign national who participates in public health insurance in the Czech Republic,
 - c) The insured event occurred while driving a motor vehicle, steering a vessel or piloting an aircraft for which the Insured did not have the appropriate licence,
 - d) The medical expenses are related to the treatment of an injury or illness which **occurred or whose symptoms manifested themselves before the Insured's departure** for a trip abroad, with the exception of a stabilised chronic illness,
 - e) Health care is not necessary and urgent from a medical point of view, or costs were incurred for above-standard care that was not medically necessary,
 - f) A chronic illness, even if it has developed from an acute illness,
 - g) The insured event occurred in connection with the suicide or attempted suicide of the Insured or as a result of intentional self-harm of the Insured,
 - h) Cases related to **pregnancy**, abortion or childbirth and their complications. An exception is medical treatment for unexpected acute complications during the first 26 weeks of pregnancy (except for risky pregnancy),
 - i) Cases related to the treatment of infertility or sterility (e.g. artificial insemination) and examinations to detect pregnancy,
 - j) Dental treatment and related services. An exception is the treatment of teeth as a result of an accident, where the Insurer provides indemnity up to the amount of the indemnity limit under the medical expenses insurance specified in the Insurance Policy. In the **case of treatment of teeth due to acute pain**, the Insurer will provide indemnity up to the amount of the indemnity limit for the case of treatment of teeth due to acute pain specified in the Insurance Policy,
 - k) Costs related to a mental or behavioural disorder of the Insured (diagnoses F00 to F99 according to the International Statistical Classification of Diseases),
 - l) Costs of psychoanalytic and psychotherapeutic care,
 - m) Performing procedures outside a medical facility that are not performed by a doctor or medical staff with appropriate qualifications, or treatment that is not scientifically or medically recognised,
 - n) Cases arising from participation in medical experiments,
 - o) Preventive examinations, check-ups and medical examinations and treatments not related to acute illness or injury,
 - p) Rehabilitation, physical and spa treatment or care in specialised medical institutions, chiropractic services, training therapy or self-sufficiency training,
 - q) Radiotherapy and radiation therapy,
 - r) Sexually transmitted diseases or HIV, or if the insured event was caused directly or indirectly by Acquired Immune Deficiency Syndrome (AIDS),
 - s) The cost of manufacturing and repairing prostheses (orthopaedic, dental), glasses, contact lenses or hearing aids,
 - t) Costs of cosmetic procedures.

4. Furthermore, the Insurer is not obliged to provide indemnity:
 - a) If, for any reason, whether a reason on the part of the parties to insurance or a reason independent of the will of the parties to insurance (e.g. the Insured does not undergo an examination by the doctor appointed by the Insurer), the Insurer is prevented from ascertaining and examining the Insured's health condition or the cause of his/her death if this is necessary to find out the extent of the Insurer's obligation to pay indemnity,
 - b) If the Insured prevents the Insurer from establishing contact between the attending physician and the Insurer's doctor,
 - c) If the Insured refuses repatriation secured by the Insurer. In such a case, the Insurer will provide additional indemnity only up to the amount of repatriation costs that would be provided by the Insurer.

PART C | ASSISTANCE SERVICES FOR MEDICAL EXPENSES INSURANCE

ARTICLE 13

Scope of Assistance Services

Upon request, the Insurer provides basic and extended assistance services in order to organise assistance to the Insured.

- a) The Insurer will provide basic assistance services whenever the Insurance Policy covers medical expenses insurance.
- b) The Insurer will provide extended assistance services only if so agreed in the Insurance Policy.

ARTICLE 14

Scope of Basic Assistance Services

Basic assistance services are provided in connection with:

1. **Medical treatment** and include:
 - a) Arranging an examination or treatment by a doctor or a telephone consultation of the health condition with the assistance service's doctor,
 - b) Finding out the address of a contracted doctor and arranging an appointment,
 - c) Providing a payment guarantee to the medical facility for outpatient treatment,
 - d) Arranging a visit to a doctor at the location of the Insured's stay,
 - e) Arranging specialised and laboratory examination to the extent appropriate to the illness or injury,
 - f) Procurement of pharmaceuticals prescribed by a doctor,
2. **Hospitalisation** and include:
 - a) Arranging a stay in a medical facility for the period strictly necessary,
 - b) Guarantee of reimbursement of medical expenses and costs for a stay in a medical facility,
 - c) Ensuring contact with family members and passing messages to the family, employer or business partners,
 - d) Summoning a family member (guardian),
3. **Transport to a medical facility** and including the organisation of the transport of the Insured:
 - a) For outpatient treatment if the Insured is not able to transport himself/herself,
 - b) From a doctor to a medical facility,
4. **Repatriation to the Czech Republic** and including:
 - a) Provision of an alternative means of transport if it is not possible to use the original transport,
 - b) Providing escort by specialised medical staff,
 - c) Provision of substitute accommodation after release from the medical facility until repatriation is arranged,
 - d) Organisation of the journey of the summoned family member (guardian),
5. **Transportation, burial or cremation of the Insured's remains** and including:
 - a) Transport of the remains to the location of residence in the Czech Republic or to the state of which the Insured was a national, up to the maximum costs that the Insurer would incur for the transport of remains to the Czech Republic,
 - b) Arranging a funeral or cremation in the state where the Insured died,
6. **Sending a family member** of the Insured to the medical facility abroad and including:
 - a) Organisation of the trip of one family member of the Insured to the medical facility abroad,
 - b) Reimbursement of costs associated with transport and possible accommodation of a family member of the Insured in the event of urgent hospitalisation of the Insured, but all only up to the amount of the indemnity limit specified in the Insurance Policy,
7. **Loss or theft of travel documents, vehicle documents or driver's licences** and including:
 - a) Contacting the embassy,
 - b) Providing an interpreter,
 - c) Ensuring the sending of replacement documents to the location of the Insured's stay,
8. **Necessary telephone calls with the assistance service**; the Insurer shall reimburse demonstrably expediently incurred costs of the Insured (or other persons) incurred in connection with necessary telephone calls with the assistance service if these costs are related to the Insured's insured event, up to a maximum of **CZK 5,000**.

ARTICLE 15

Scope of Extended Assistance Services

Extended assistance services include the basic assistance services, consisting in the provision of free information on request to the Insured during his/her stay abroad or before leaving for abroad and in the provision of other services, to the following extent:

1. **Medical information** concerning, e.g., the need for vaccination for the destination country, the occurrence of epidemics in the destination country, the specific health risk of the desired locations,
2. **Tourist information** concerning, e.g., local cultural monuments, the level of general security in the destination country, the risks associated with travelling in that country, contact details of service providers in the destination country,
3. **Administrative and legal information**, e.g. addresses and contact details of embassies and consulates, application procedures and visas or other documents,
4. **Emergency telephone assistance**, e.g. information in dealing with emergency situations, dealing with public authorities, finding a lawyer,

5. **Interpreting and translations** related to contact with the police and medical facilities, telephone translations and advice on filling in documents, organisation of interpretation during customs or court proceedings, police investigations etc.,
6. **Assistance in connection with a work stay**, e.g. information on rights and obligations in the country of residence, procedure for withholding travel documents, addresses, contact details and office hours of the competent authorities, organisational arrangements for the delivery of relevant forms and applications,
7. **Relations with local police authorities** concerning the procedure in the case of loss or theft of documents or assault, telephone assistance in filling in traffic accident reports, organisation of the services of a lawyer,
8. **Relations with embassies abroad** concerning the organisation of reports to the consulate (loss of passport, work permit, imprisonment), organisation of the visit of a consulate representative in the event of an accident or imprisonment.
Furthermore, the **extended assistance services** apply to:
9. **Sending a family member of the Insured to the medical facility abroad:**
In the case of urgent hospitalisation of the Insured, the Insurer will organise the sending of one family member of the Insured to the medical facility. In addition, the Insurer will reimburse the costs associated with the fare there and back (e.g. economy class airplane ticket, train ticket in class II) and the cost of accommodation in the location of hospitalisation, up to the amounts which vary according to the agreed indemnity limit for medical expenses insurance:

Indemnity limit under medical expenses insurance	≤ CZK 5 million	> CZK 5 million ≤ CZK 15 million	> CZK 15 million
Fares there and back	see the basic assistance services	at most CZK 50,000	at most CZK 100,000
Accommodation costs (total / 1 day)	see the basic assistance services	at most CZK 30,000 / CZK 2,000	at most CZK 50,000 / CZK 3,000

- The Insurer **will not reimburse** the costs associated with the fare there and back and accommodation costs if the family member of the Insured or another person close to the Insured arranges transport or accommodation without the knowledge and consent of the Insurer.
10. **Securing a substitute driver** if the Insured is unable to drive a motor vehicle as a result of the insured event (e.g. hospitalisation, accident, death); the Insurer will organise and pay for the sending of a substitute driver who will ensure the transport of the vehicle and family members or fellow travellers of the Insured back to their location of residence in the Czech Republic.
 11. **Assistance in the event of loss or theft of travel documents, vehicle documents or driver's licences:**
In the event of loss or theft of the above documents, the Insurer will reimburse the costs associated with issuing a replacement document and transporting the Insured to the nearest embassy and back to the location of his/her stay, up to the indemnity limit specified in the Insurance Policy.
 12. **Organisation of assistance in the case of travel interruption or missed departure:**
 - a) Finding alternative transport, organising the transport of the Insured back to his/her location of residence in the Czech Republic,
 - b) Arranging the provision of an advance handover of lump-sum cash to the Insured for the purpose of purchasing a return airplane or other ticket by persons close to the Insured.

The Insurer will not reimburse the costs associated with the fare if the Insured arranges the transport himself/herself without the knowledge and consent of the Insurer.
 13. **Organisation of assistance in the case of flight delay:**
 - a) Elaboration of an alternative flight plan, change of ticket reservations, provision of alternative ground transport and alternative accommodation, transmission of messages on possible delay of the Insured to his/her family members,
 - b) Arranging the provision of an advance handover of lump-sum cash to the Insured for the purpose of purchasing personal things, accommodation or two-way transport to the place of substitute accommodation by persons close to the Insured.

PART D | ACCIDENT INSURANCE

ARTICLE 16

Accident insurance constitutes fixed amount insurance.

ARTICLE 17

Scope of Insurance

1. The insurance is arranged against:
 - a) **Death as a result of an accident**,
 - b) **Permanent consequences of an injury**,
 - c) **Injury healing (daily compensation)**.
2. Furthermore, the Insurer will provide **one-time compensation for hospitalisation** under the conditions specified in para. D of Article 18 of this part of the GITC TI 2021.

ARTICLE 18

Indemnity

A. Indemnity in the event of death as a result of an accident

1. If the event of death as a result of an accident no later than three years from the date of the accident, the Insurer will pay to the beneficiary the sum insured agreed in the Insurance Policy.

B. Indemnity in the case of permanent consequences of an injury

1. If an injury caused during the term of insurance leaves permanent consequences for the Insured, the Insurer will pay to the Insured the percentage of the sum insured agreed in the Insurance Policy as of the date of the injury corresponding to the percentage of the extent of permanent consequences after stabilisation according to the valuation table for permanent consequences of an injury. In

the first year after the injury, the Insurer will provide indemnity only if the final extent of the permanent consequences of the injury can be clearly determined from a medical point of view.

2. In the event the permanent consequences do not stabilise within three years of the date of the injury, the Insurer will pay an amount corresponding to the percentage of damage at the end of that period. The Insurer will not pay any indemnity for the permanent consequences of an injury that arose, manifested themselves or worsened after the expiry of that period.
3. If the valuation tables for permanent consequences of an injury determine a percentage margin, the Insurer shall determine the amount of indemnity so that, within the given margin, it corresponds to the nature and extent of the permanent consequences of the injury.
4. If the permanent consequences of an injury relate to a part of the body or organ whose functions were reduced before the accident, their percentage will be determined according to the valuation tables for permanent consequences of an injury by reducing the total percentage by the percentage corresponding to previous damage, also determined according to the valuation tables for permanent consequences of an injury.
5. The prerequisite for entitlement to indemnity is that the extent of permanent consequences caused to the Insured by one accident after their stabilisation reached such a percentage according to the valuation tables for permanent consequences of an injury which is agreed in the Insurance Policy, as of the date of the accident, as the minimum for the establishment of the Insurer's obligation to pay indemnity (limit of permanent consequences of an injury) and, at the same time, that the Insured does not die as a result of that accident within 6 months of the date of the accident.
6. If a single injury has caused several permanent consequences of different types to the Insured, the total permanent consequences of the injury are assessed by the sum of the percentages for the individual consequences. However, the indemnity for permanent consequences caused by one accident may not exceed 100 % of the sum insured. However, if the individual consequences relate to the same limb, organ or parts thereof, they shall be assessed as a whole, up to the percentage set out in the valuation table for permanent consequences of an injury for anatomical or functional loss of the relevant limb, organ or parts thereof. If the Insurer has paid indemnity for the permanent consequences of an injury to the extent specified in the valuation tables for permanent consequences of an injury for anatomical loss of the relevant limb, organ or parts thereof, then in the case of further injury and permanent consequences on that limb, organ or part it will no longer provide any indemnity.
7. If any type of permanent consequences of an injury is not included in the valuation tables for permanent consequences of an injury, the Insurer shall determine the extent of indemnity according to the permanent consequences specified in the valuation tables for permanent consequences of an injury which are closest in nature to the permanent consequences in question.
8. The amount of indemnity is determined by the Insurer according to the Insured's medical documentation. The Insurer relies on the opinion of a doctor who provides it with expert advisory activities.
9. If the extent of the permanent consequences of an injury cannot be determined according to the Insured's medical documentation, the Insurer shall determine them on the basis of a report on the result of the Insured's medical examination by a doctor appointed by the Insurer and after possible consultation with the Insurer's doctor performing expert advisory activities. The medical examination will be provided by the Insurer at its own expense.

C. Indemnity in the case of injury healing

1. The Insured shall become entitled to indemnity – **daily compensation** if the Insured suffers an accident during the term of insurance which causes him/her bodily injury listed in the injury healing valuation table and the period of necessary treatment of that bodily injury as a result of the accident (hereinafter the "injury healing period") substantiated with a medical certificate reaches the indemnity limit agreed in the Insurance Policy. In some cases, the right to indemnity is tied in the injury healing valuation table to the fulfilment of a certain condition (e.g. the extent of body damage, the method of treatment). If such a condition is not met, the indemnity is not provided.
2. If any bodily injury is not included in the injury healing valuation table, the Insurer shall, by analogy, use the values specified in the injury healing valuation table for bodily injuries that are closest in nature to the bodily injury in question to determine the amount of indemnity. This method of assessment is applied only in the case of bodily injury of at least such severity which is listed in the injury healing valuation table for bodily injury according to which it is to be assessed by analogy.
3. In the case of bodily injuries for which the injury healing valuation table lists a maximum period of necessary treatment that is shorter than the period of indemnity limit for daily compensation specified in the Insurance Policy, the Insurer is not obliged to provide daily compensation even if this condition is met.
4. The Insurer will provide indemnity only if the following conditions are met:
 - a) A medical report of the first treatment of the injury is documented, clearly specifying the diagnosis, the accident event and the objectively determined consequences of the injury; for the purposes of insurance claims, any subsequently prepared medical reports or statements that do not conform to the authentic medical documentation will not be taken into account,
 - b) The first treatment of the Insured is performed at a time when there are objective signs of bodily injury caused by the accident, not only subjective complaints of the Insured,
 - c) The Insured's injury required an examination or treatment by a doctor and subsequent healing,
 - d) The medical documentation records the accident and its objectively determined consequences, i.e. the detected bodily injury, including the relevant diagnosis.
5. For the purposes of insurance claims, subjective complaints of the Insured are not relevant and are not taken into account, unless they are manifested by objectively ascertained bodily injury; nor shall the Insurer acknowledge any subsequently prepared medical reports or statements that do not conform to the authentic medical documentation.
6. The Insurer will pay the amount of daily compensation in the amount agreed in the Insurance Policy as of the date of the accident, from the first day of injury healing to the end of the necessary injury healing evidenced by a medical certificate, but no longer than the period of healing specified in the injury healing valuation table. The period for which the daily compensation is paid is a maximum of 365 days from the date of the injury.
7. The indemnity shall be determined by multiplying the number of days of necessary injury healing determined in accordance with the principles set out in this Article with the amount of the daily compensation.
8. If the Insured suffers another accident during the injury healing period, for which the Insurer is obliged to pay daily compensation, the number of days for which the Insurer will pay indemnity at most will be determined as the sum of the number of days specified in the injury healing valuation table for both bodily injuries. The period for which the healing of the two injuries overlaps is counted only once.
9. If the Insured suffers several bodily injuries in one accident, the number of days for which the Insurer pays daily compensation is determined according to the bodily injury for which the highest number of days is stated in the injury healing valuation table.

D. Indemnity in the case of a one-time compensation for hospitalisation

1. The Insured shall become entitled to indemnity in the case of a one-time compensation for hospitalisation, provided that the hospitalisation of the Insured as a result of the Insured's accident lasted at least 2 days (1 night), but only on condition that the Insured has also become entitled to indemnity from the Insurer under medical expenses insurance agreed in accordance with these GITC TI 2021 and the Insured was hospitalised abroad.
2. The Insured is obliged to prove the duration of hospitalisation with a medical report.
3. The Insurer is not obliged to provide indemnity in the event of non-compliance with the obligation to document the duration of hospitalisation.

ARTICLE 19

Exclusions from Insurance and Limitations of Indemnity

1. The Insurer will not provide indemnity under accident insurance in the following cases:
 - a) The Insured caused an insured event while driving a motor vehicle, steering a vessel or piloting an aircraft for which the Insured did not have the appropriate licence,
 - b) The insured event occurred in connection with the suicide or attempted suicide of the Insured or as a result of intentional self-harm of the Insured,
 - c) The insured event occurred in connection with **uninsurable sports**, which are specified in more detail in the definitions of terms, para. 12,
 - d) The insured event occurred or the consequences of the insured event have worsened as a result of deliberate failure to seek medical care or deliberate disregard for the doctor's advice and recommendations, including misuse of pharmaceuticals by the Insured or use of pharmaceuticals by the Insured in violation of medical advice,
 - e) The insured event resulted in the development or worsening of hernias, leg ulcers, diabetic gangrene, tumours of all kinds and origins, the onset and worsening of aseptic inflammation of tendon sheaths, muscle attachments, bursae and epicondylitis,
 - f) For the consequences of diagnostic, medical and preventive interventions that were not performed in order to treat the consequences of the insured event,
 - g) The insured event resulted in a worsening of **an existing illness** or the insured event occurred as a result of an illness,
 - h) In connection with congenital malformations, diseases and conditions resulting therefrom,
 - i) In the case of intervertebral disc herniation by non-traumatic events, disc and algic spinal syndromes and other back diseases (diagnoses M40 to M54 according to the International Statistical Classification of Diseases),
 - j) In the case of pathological and fatigue fractures or fractures in connection with congenital bone fragility or in connection with other congenital defects or diseases, i.e. such fractures which result from reduced bone strength and which may happen with a lower intensity of external influence than in traumatic fractures of healthy bones,
 - k) Muscles, tendons or ligaments are damaged or the movement of the spine is disturbed as a result of overstraining oneself when lifting or moving loads,
 - l) Degenerative (pathologically) altered anatomical parts of the body or organs (e.g. Achilles tendon, meniscus) have been disrupted or damaged,
 - m) In the case of habitual dislocation, i.e. recurrent dislocation of the joint and/or part of it during normal movement, caused e.g. by loose joint capsule or insufficiency of ligaments, atrophy of the joint head or too flat joint and other birth defects and disorders,
 - n) If it is a mental disorder or a change in the mental state of the Insured, regardless of what caused them, if there is no organic damage to the central nervous system by injury.
2. If, during the term of insurance or during the investigation necessary to determine the extent of the Insurer's obligation to pay indemnity, the Insured revokes his/her consent to the determination and/or assessment of his/her health condition and personal data processing, and this affects the investigation necessary to determine the existence and extent of the Insurer's obligation to pay indemnity, the Insurer shall have the right to reduce the indemnity in proportion to the effect of the revocation on the scope of its obligation to pay indemnity, or to refuse to pay the indemnity, if the Insurer's investigation is prevented by such action of the Insured.

PART E | DAMAGE LIABILITY INSURANCE

ARTICLE 20

Damage liability insurance constitutes real damage insurance.

ARTICLE 21

Scope of Insurance

1. The insurance is taken out in the case of the Insured's liability determined by law for:
 - a) **Property damage** (also the so-called damage or harm to property), which he/she caused to an item or animal of another while travelling by damage or destruction of the item or harming or killing the animal (hereinafter "property damage to an item or animal"),
 - b) **Personal injury or death** and non-pecuniary damage consisting in mental harm due to personal injury or death caused to another while travelling in connection with his/her activities or relationships in everyday life,
 - c) Property damage other than that referred to in clause (a) if it occurred in a causal connection with previous damage referred to in clause (a) or (b) of this paragraph (hereinafter the "**subsequent financial loss**").
2. The insurance also covers the reimbursement of treatment costs incurred by the health insurance company or medical facility for medical care for the benefit of a third party, if the right to reimbursement of these costs under the relevant generally binding legal regulations arose as a result of the Insured's actions and if liability for damage to health to which these costs are linked has given rise to a claim for indemnity under the insurance taken out in accordance with this Article of the GITC TI 2021.

ARTICLE 22

Insured Event

1. An insured event is determined by the following subject-matter and temporal definitions:
 - a) **Subject-matter definition:** an insured event is the establishment of the legal obligation of the Insured to compensate for the loss for which the Insured is liable under generally binding legal regulations and is obliged to pay it, provided that the Insurer has the obligation to provide indemnity,
 - b) **Temporal definition:** the moment of the occurrence of an insured event is the day on which the damage for which the Insured is liable under generally binding legal regulations and which the Insured is obliged to pay occurred.
2. The prerequisite for the right to indemnity is that the loss occurred during the term of insurance agreed with the Insurer.

ARTICLE 23

Obligations of the Insured

In addition to the obligations set out in Article 4, the Insured is also obliged to:

- a) Notify the Insurer without undue delay that a loss-incurring event has occurred. When reporting the loss-incurring event, state that the aggrieved party has exercised the right to compensation for damage against the Insured and comment on his/her liability for the damage incurred, on the required compensation and on its amount,
- b) Without the express prior written consent of the Insurer, not recognise any debt to the aggrieved party, i.e. not acknowledge the obligation to pay damages in relation to the loss for which the Insured is liable in connection with the loss-incurring event,
- c) Inform the Insurer in writing without undue delay that, in connection with the loss-incurring event, proceedings before a public authority or arbitral proceedings have been initiated against the Insured, communicate the name of his/her legal counsel, and inform the Insurer about the course and outcomes of the proceedings,
- d) In proceedings concerning compensation for a loss-incurring event, proceed in accordance with the Insurer's instructions; in particular, the Insured may not, without the Insurer's consent, undertake to compensate for any statute-barred receivable, and may not agree to a court settlement without the Insurer's consent. The Insured is obliged to file a timely appeal against the decision of the competent authorities concerning compensation for damage, unless a different procedure is agreed with the Insurer during the appeal period,
- e) If the Insurer expressly orders it, file a duly and timely motion for annulment of the arbitration award by which the court decided on the compensation for the damage for which the Insured is liable in connection with the loss-incurring event,
- f) In the event of asserting claims for indemnity pursuant to Article 24(2) (deductible insurance), the Insured is obliged to submit a contract with an entity whose business is the regular provision of vehicle rental services, which proves the legitimate use of the vehicle in question.

ARTICLE 24

Indemnity

1. Indemnity shall be paid by the Insurer to the aggrieved party; however, the aggrieved party shall not have the right to indemnity against the Insurer, unless otherwise provided by a special generally binding legal regulation or the Insurance Policy. If the Insured pays the damage for which he/she is liable directly to the aggrieved party, the Insured shall be entitled to the amount paid from the Insurer, up to the amount to which the Insurer would otherwise be obliged to provide indemnity to the aggrieved party.
2. In the case of an insured event consisting in the Insured's liability for damage caused by damage or destruction of the means of transport used (motor vehicle, any vessel, aircraft, sports flying equipment, snowmobile or jet ski), the Insured shall become entitled to indemnity in the amount of the deductible paid by the Insured as a result of the damage to the items used, but no more than the limit specified for that type of insured event in the Insurance Policy.

ARTICLE 25

Exclusions from Insurance

1. The insurance shall not cover liability for damage caused:
 - a) By taking over liability beyond the terms stipulated by the legal regulations,
 - b) By loss of things,
 - c) By damage to or destruction of the following items used: motor vehicles, any vessels, aircraft, sports flying equipment, snowmobiles and jet skis; however, this exclusion shall not apply to damage caused pursuant to Article 24(2),
 - d) When operating or driving a motor land vehicle without the appropriate licence,
 - e) When operating or steering a vessel that can be steered only by holders of a certificate of navigation competence, or when operating or piloting an aircraft,
 - f) During a professional sports activity or any kind of preparation for it,
 - g) By destroying, damaging or losing records on audio, video or data carriers,
 - h) By the introduction or spread of a contagious disease of humans, animals or crops, the transmission of HIV,
 - i) By possession or use of weapons,
 - j) By the Insured as an employer through its employees in accordance with labour law regulations, and the damage for which the employee is liable to his/her employer,
 - k) By the Insured as an entrepreneur within his/her entrepreneurial activities,
 - l) By an intentional crime, misdemeanour or administrative offence,
 - m) By information or advice,
 - n) For damage in the scope of the value of the special interest of an item,
 - o) For non-pecuniary damage caused by unauthorised interference with the right to protection of personality and the resulting financial compensation for non-pecuniary damage,
 - p) For a thing for which the manner and extent of damage does not correspond to the description of the mechanism of damage.
2. The insurance does not cover the liability for damage caused in relation to the Insured's activities, relationship or position for which (meaning the activities, relationship or position):
 - a) A generally binding legal regulation imposes an obligation to conclude an Insurance Policy and take out liability insurance (compulsory insurance) irrespective of whether this obligation is imposed on the Insured or a person other than the Insured, or
 - b) Liability insurance arises on the basis of a fact stipulated by a generally binding legal regulation (statutory insurance), or
 - c) The harm caused in connection with them to the aggrieved party is repaired by other public law institutes (e.g. accident insurance).

3. Furthermore, the insurance does not cover liability for damage for which the Insured is liable to a family member.
4. The insurance does not cover the obligation to pay fines, penalties or other contractual, administrative or criminal sanctions or other payments of a repressive, exemplary or preventive nature, imposed on the Insured.

ARTICLE 26

Compensation for the Cost of Proceedings for Damages

1. If the Insured acts within the proceedings for damages in accordance with the Insurer's instructions, the cost of such proceedings shall be reimbursed by the Insurer.
2. The Insurer shall reimburse these costs of proceedings up to 10 % of the indemnity limit set for the insurance the costs related to.
3. The above disbursed compensation for the cost of proceedings shall not be included in the indemnity for which there is an indemnity limit.

PART F | LEGAL PROTECTION INSURANCE

ARTICLE 27

Opening Provisions

1. Legal protection insurance constitutes real damage insurance.
2. The Insurer decides on the method of resolving the loss-incurring event.

ARTICLE 28

Subject and Scope of Insurance

1. The subject of insurance is the reimbursement of necessary and expedient costs related to the protection and enforcement of the Insured's legitimate legal interests arising in connection with the Insured's travel (or travel services), exclusively in connection with the legal relationships (types of legal relationships) specified in para. 2 of this Article of the GITC TI 2021.
2. These are exclusively the following legal relationships (types of legal relationships):
 - a) In connection with **criminal, misdemeanour and other administrative proceedings conducted for a negligent offence committed by the Insured**. The insurance applies exclusively to cases where the Insured is suspected or accused of committing a misdemeanour, administrative offence or crime due to negligence (e.g. due to a ski collision or traffic accident).
 - b) Dispute over **compensation for damage caused to the Insured**
The insurance covers disputes in connection with the Insured's right to compensation for damage caused to the Insured's property, health and life by a third party (e.g. due to a ski collision or traffic accident). These are disputes with a third party, where the person who caused the damage or his/her insurance company refuses to provide compensation for damage, or the proposed compensation does not correspond to compensation for the damage actually incurred.
 - c) Dispute **between the Insured and the provider of a tourism service**
The insurance covers disputes of the Insured with providers of travel services, and only and exclusively with the travel agency or airline or another carrier providing transport of the Insured from the Czech Republic to the location of planned stay of the Insured or back. The insurance also explicitly covers the recovery of financial compensation in the event of a flight delay or cancellation, in accordance with international conventions. If the performance under the tourism service is to be provided outside the territory of the Czech Republic, it also applies to a dispute with a Czech entity.

ARTICLE 29

Indemnity

1. In the case of an **insured event** arising from legal protection insurance agreed in the Insurance Policy pursuant to these GITC TI 2021, the Insurer shall provide the Insured with a **financial indemnity** to cover the Insured's costs related to legal protection and exercise and enforcement of the Insured's legitimate legal interests. This includes, in particular:
 - a) The necessary and expediently expended fees and costs of legal representation of the Insured by a lawyer, a notary or a distrainer, or the representation of the Insured by a tax advisor,
 - b) The necessary and expediently expended costs of judicial, administrative or other fees,
 - c) The necessary and expedient costs of obtaining and taking the necessary evidence, whether in judicial, administrative or arbitral proceedings, or within out-of-court settlement of the insured event (e.g. an expert's fee),
 - d) Reimbursement of the costs of the counterparty and the state which the Insured is obliged to pay on the basis of a final decision; in the case of payment of fees and reimbursement of expediently incurred costs of the Insured's legal representative, the Insurer is obliged to pay these costs in the maximum amount of non-contractual fees according to generally binding legal regulations, unless the Insurer has previously agreed in writing to pay indemnity above that maximum amount of non-contractual fees according to generally binding legal regulations.
2. In the event the Insurer, after notification and during the investigation of the loss-incurring event, assesses all aspects thereof (especially factual circumstances, existing evidence or legal arguments) in such a way **that the prospects of successful protection or of promotion of legitimate interests of the Insured are insufficient**, the Insurer is obliged to notify the Insured of this fact immediately, including of the reasons which led the Insurer to make such assessment. In such a case, the beneficiary shall not have the right to indemnity, unless the Insured continues, despite the Insurer's notification according to the previous sentence, to protect or promote his/her legitimate interests and is successful in protecting or promoting his/her legitimate interests. In such a case, the Insurer is obliged to provide the beneficiary with the indemnity or with its unpaid part.

ARTICLE 30

Exclusions from Insurance

The insurance does not cover:

- a) Mutual disputes and claims arising between the Insurer and the Policyholder, the Insurer and the Insured or the Insurer and a contractual partner of the Insurer, i.e. the assistance company whose services the Insurer uses to provide indemnity or other benefits under these GITC TI 2021,

- b) Disputes between the Policyholder and the Insured and among the insured persons,
- c) Legal protection of the Insured in connection with business activities, the performance of a profession or other gainful activities of the Policyholder or the Insured,
- d) In connection with driving without the relevant valid driver's licence or without a valid technical licence, or when the vehicle is occupied by an unpermitted number of persons,
- e) In connection with participation in motor racing, contests, exhibitions, training and test drives.

ARTICLE 31

Choice of the Legal Representative

1. If use of legal representation is necessary for the settlement of the insured event, the Insured is entitled to choose his/her legal representative. The legal representative for the purpose of insurance under these GITC TI 2021 must be a person who is authorised to provide legal services in accordance with generally binding legal regulations (e.g. attorney, notary).
2. Before the Insured grants to the legal representative a power of attorney for representation, he/she is obliged to inform the Insurer in writing of the choice of the legal representative and subsequently to release the legal representative from the obligation of confidentiality towards the Insurer. The Insured is also obliged to ensure that the authorised legal representative regularly informs the Insurer about the development of the settlement of the insured event.
3. If the Insured does not choose a legal representative, the Insurer has the right to appoint a legal representative for the Insured. The Insured is obliged to grant a power of attorney to the legal representative appointed by the Insurer and to provide the legal representative with necessary cooperation.

ARTICLE 32

Assistance Services

1. If a **loss-incurring event** occurs under legal protection insurance agreed in the Insurance Policy according to these GITC TI 2021, the Insurer will provide the Insured with **non-financial indemnity under the legal title of assistance services**, namely benefits consisting in providing initial general legal information, advice or consultation (not requiring cooperation with the legal representative of the Insured or a lawyer in terms of their content and nature), in the area of legal or contractual (if the Insured provides the Insurer with the necessary contractual documents) regulation (including relevant case law and any relevant legal theory), in the area of legal or contractual (if the Insured provides the Insurer with the necessary contractual documents) possibilities of resolving the Insured's loss-incurring event **and in the area of legal prospects for the legal success or failure** of the Insured related to the loss-incurring event, if possible with regard to the limited knowledge of foreign legal regulations of the employees specified below. Non-financial indemnity under the legal title of assistance services according to the previous sentence is provided by the Insurer through its own professionally and legally competent employees or employees of the Insurer's contractual partner, i.e. employees of the assistance company through which the Insurer provides assistance services under this Article of the GITC TI 2021.
2. Further performance under the legal title of assistance services is provided exclusively for disputes in the area of legal relations falling within the scope of legal protection insurance pursuant to the provisions of Article 28 of these GITC TI 2021, in particular in the scope of:
 - a) Telephone or e-mail legal advice,
 - b) Telephone interpreting in contact with public authorities abroad,
 - c) Providing assistance, support or advice to the Insured in order to find a solution to his/her insured event under the legal protection insurance agreed in accordance with these GITC TI 2021 by out-of-court settlement and/or agreement,
 - d) Entrusting the provider of legal services with the legal representation of the Insured in order to find a solution to his/her insured event under the legal protection insurance agreed in accordance with these GITC TI 2021.

ARTICLE 33

Settlement of Disputes

1. The Insurer is obliged, upon the Policyholder's request, to enter into an arbitration agreement with the Policyholder to resolve disputes arising out of legal protection insurance.
2. In the event of a dispute concerning a conflict of interest or disagreement between the Insurer and the Insured, the Insurer is obliged to inform the Policyholder of his/her right to enter into the arbitration agreement.

PART G | BAGGAGE INSURANCE

ARTICLE 34

Baggage insurance constitutes real damage insurance.

ARTICLE 35

Insured Risks and Scope of Insurance

1. The insurance is arranged in the event of sudden damage, destruction or loss of the subject of insurance by an accidental event caused by the insured risk:
 - a) Fire, explosion, stroke of lightning, impact or crash of an aircraft, windstorm, hail, landslides and avalanches, rock or earth falling, fallen trees, poles or other objects, earthquakes, smoke, water, steam or liquid leaks (hereinafter "water damage"), traffic accident, flood, eruption of a volcano and its manifestations (e.g. lava, ash), tsunami,
 - b) Theft of the subject of insurance by theft by burglary or damage or destruction of the subject of insurance in a causal connection with its theft by theft by burglary or attempted theft,
 - c) Theft of the subject of insurance from a tent with the exception of valuables, special value items, electronic devices, cameras and bicycles,
 - d) Theft of the subject of insurance by robbery.

2. In the case of an insured event caused by theft pursuant to para. 1b) of this Article, the Insurer shall pay indemnity only if the subjects of insurance were, at the time of the occurrence of the insured event, deposited:
 - a) In locked premises,
 - b) In the locked luggage compartment of a vehicle in such a way that they were not visible from the outside, or in a closed and locked roof luggage rack (the so-called box),
 - c) At a place or on a means of transport intended for the carriage of baggage, where the subjects of insurance were visible from the outside but were properly secured and locked (e.g. a bicycle carrier).
3. The insurance also covers damage, destruction or loss of the subject of insurance if it was previously entrusted to the carrier for safekeeping or stored in the common luggage compartment of a vehicle according to its instructions, but only up to the indemnity limit specified for this type of insured event in the Insurance Policy.

ARTICLE 36

Subject of Insurance

1. The subject of insurance includes **tangible movables for the Insured's personal needs** usual for the given purpose of travel, which the Insured took with him/her or provably acquired during travel.
2. The subject of insurance also includes special value items up to the amount of the indemnity limit specified in Article 38(4).

ARTICLE 37

Obligations of the Insured

In addition to the obligations set out in Article 4, the Insured is also obliged to:

- a) Report the occurrence of a loss-incurring event caused by theft by burglary or robbery without undue delay to the police authority of the state of location where the loss-incurring event occurred,
- b) Request the relevant written document proving the reporting from that authority, and
- c) Submit the document to the Insurer without undue delay.

ARTICLE 38

Indemnity

1. If the subject of insurance has been destroyed or stolen, the Insurer shall provide the beneficiary with an amount corresponding to the reasonable costs of re-acquiring the subject of insurance. Reasonable re-acquisition costs are the costs of procuring (purchasing or manufacturing) a subject of insurance of a comparable type, quality and utility value, which are customary at the given place at the time of the occurrence of the insured event.
2. In the event of damage to the subject of insurance, the Insurer shall provide the beneficiary with an amount corresponding to the reasonable costs of repairing the subject of insurance less the price of the remnants of the replaced parts of the subject of insurance. Reasonable repair costs are the price of the repair of the subject of insurance or its part, which is customary at the given place at the time of the occurrence of the insured event, without increased costs for speeding up the repair.
3. In the event of theft of or damage to electronics or telephones, the Insurer will provide indemnity for all damaged or stolen items falling into the category of electronics and telephones only up to the amount of the indemnity limit specified in the Insurance Policy for theft or damage of electronics or telephones.
4. The indemnity limit for special value items is set up to a maximum of:
 - a) 25 % for products made of precious metals and other materials,
 - b) 50 % for works of art, objects of historical value, antiquities and collections,
 From the indemnity limit agreed in the Insurance Policy for baggage insurance.

ARTICLE 39

Exclusions from Insurance

1. The insurance does not cover loss-incurring events occurring in relation to the following tangible movables for the Insured's personal needs:
 - a) Motor and trailer vehicles, vessels with an engine power over 4kW or a sail area over 12 m², aircraft, sports flying equipment, including their accessories,
 - b) Identity cards, airplane and other tickets, passports, vehicle documents or driver's licences,
 - c) Individually acquired files and records on text, audio and video media, plans and projects,
 - d) Valuables.
2. Furthermore, the insurance does not cover loss-incurring events caused by exposing the item to utility fire or heat.

PART H | TRAVEL INTERRUPTION INSURANCE, MISSED DEPARTURE INSURANCE

ARTICLE 40

Travel interruption insurance and missed departure insurance constitute real damage insurance.

ARTICLE 41

Travel Interruption Insurance

1. Travel interruption insurance is arranged for the case where the Insured, after the start of the trip, can no longer use the already paid travel services (e.g. airplane or other ticket, accommodation, meals and refreshments, optional trips) due to:
 - a) Death or acute illness or injury of the Insured, his/her family member or fellow traveller,
 - b) Natural disasters, epidemics or pandemics officially announced by international institutions (e.g. the World Health Organization), war or terrorist acts in the destination area of the tour,

- c) Extensive damage to the property of the Insured or his/her fellow traveller caused by a natural disaster or a crime of a third party if the presence of the Insured or fellow traveller is necessary to determine the amount of damage or to reduce the extent of damage.
- 2. The beginning of the term of insurance is the day of the start of the trip, the end is the day of return to the location of residence.
- 3. In the case of **an insured event**, the beneficiary shall become entitled to indemnity in the amount of the price of travel services already paid by the Insured, which the Insured could not use due to the occurrence of the insured event. The right to indemnity according to the previous sentence arises for the beneficiary only if the Insured does not have the right to compensation or reparation of the price of unused services paid by him/her under a legal title other than the insurance according to these GITC TI 2021.
- 4. **The insurance does not cover** any loss-incurring events occurring due to:
 - a) An acute illness that existed at the time the insurance was taken out; this means any illness except for a stabilised chronic illness,
 - b) An accident that occurred before the conclusion of the Insurance Policy,
 - c) Changes in the health condition caused by a mental disorder or illness,
 - d) When the Insured already had information available on the possible occurrence of a loss-incurring event at the time of purchasing the travel service,
 - e) When the travel service has not been used or has been cancelled due to the impossibility of going on the vacation, not receiving a visa or changing the travel itinerary,
 - f) When the Insured has been excluded from the travel service for any reason on his/her part,
 - g) Non-utilisation of paid services for reasons other than those referred to in para. 1 of this Article.
- 5. In addition to the obligations set out in Article 4, **the Insured is obliged to:**
 - a) Prove to the Insurer the reason for travel interruption by a credible document (e.g. medical report, police report),
 - b) Submit to the Insurer a document on the purchase and payment of a travel service which the Insured could not use due to the insured event (e.g. airplane or other ticket, optional trip).

ARTICLE 42

Missed Departure Insurance

- 1. Missed departure insurance is arranged in case the Insured cannot use the originally planned and paid method of transport to or from abroad (from or to the location of residence of the Insured in the Czech Republic) due to traffic restrictions caused by natural disasters, epidemics or pandemics officially announced by international institutions (e.g. the World Health Organization), a traffic accident, the closure or delay of public transport (including a possible transport connection), if that traffic restriction prevents the Insured from arriving in time for the originally scheduled departure.
- 2. The beginning of the term of insurance is the day of the planned start of the trip, the end is the day of return to the location of residence at the latest.
- 3. In the case of **an insured event**, the beneficiary shall become entitled to indemnity in the amount of necessary and reasonable costs of alternative transport instead of the Insured's originally planned mode of transport or costs of accommodation and meals if necessary with regard to alternative transport options and if the Insured is not entitled to compensation or reparation of these costs under a legal title other than the insurance according to these GITC TI 2021.
- 4. In addition to the obligations set out in Article 4, **the Insured is obliged to:**
 - a) Prove to the Insurer the reason for the missed departure with a credible document (e.g. police report, confirmation from the carrier),
 - b) Submit to the Insurer a document entitling the Insured to use the originally planned mode of transport,
 - c) Submit to the Insurer accounting documents proving the expenditure of costs for alternative transport, accommodation, meals and any other necessary and expedient costs.

PART I | BAGGAGE DELAY INSURANCE, FLIGHT DELAY INSURANCE

ARTICLE 43

Baggage delay insurance and flight delay insurance constitute real damage insurance.

ARTICLE 44

Baggage Delay Insurance

- 1. Baggage delay insurance is arranged in the case of a delay in the delivery of the Insured's baggage by at least 6 hours from the time of the Insured's arrival at the place of stopover or destination, on condition that:
 - a) The Insured handed over the baggage to the air carrier for transport,
 - b) The delay in the delivery of the Insured's baggage occurred at the place of stopover or destination (but not after the Insured's return to the country of residence).
- 2. The beginning of the term of insurance is the day of the start of the trip, the end is the day of arrival to the destination.
- 3. In the case of **an insured event**, the beneficiary shall become entitled to indemnity in the amount of expedient costs demonstrably incurred by the Insured for the acquisition of necessary replacement personal items (especially clothing and hygiene items), which the Insured had to purchase due to baggage delay.
- 4. In addition to the obligations set out in Article 4, **the Insured is obliged to:**
 - a) Prove to the Insurer by a written confirmation of the air carrier the time of the delay in the delivery of baggage,
 - b) Prove to the Insurer the handing over of baggage to the air carrier,
 - c) Submit to the Insurer accounting documents proving the expenditure incurred for the purchase of necessary replacement items for personal use.

ARTICLE 45

Flight Delay Insurance

- 1. Flight delay insurance is arranged in the event of a flight delay or cancellation of a flight for which the Insured had purchased a ticket, for at

least 6 hours. The reasons for delays or cancellations are mainly unexpected operational reasons, unannounced strike, adverse weather or technical failure.

2. The beginning of the term of insurance is the day of the start of the trip, the end is the day of return to the location of residence.
3. In the case of **an insured event**, the beneficiary shall become entitled to indemnity in the amount of reasonable and expedient costs demonstrably incurred by the Insured for refreshments, baggage storage, accommodation and transport to or from the place of accommodation, which the Insured had to spend due to flight delays or cancellations, if the Insured has no right to reimbursement or reparation of these costs under a legal title other than from the insurance according to these GITC TI 2021 (e.g. reimbursement by the air carrier).
4. **The Insurer is not obliged** to provide indemnity:
 - a) If the delay or cancellation of the flight was caused by a strike or operational reasons that had already existed or had been known on the day of booking the flight,
 - b) If the delay or cancellation of the flight is caused by an order of a civil aviation authority or similar authority in any country,
 - c) If the Insured arranges accommodation or transport to or from the place of accommodation himself/herself without the knowledge and consent of the Insurer,
 - d) In the case of delays or cancellations of non-scheduled flights (charters).
5. In addition to the obligations set out in Article 4, **the Insured is obliged to:**
 - a) Prove to the Insurer by a written confirmation of the air carrier the time of the delay or cancellation of the flight,
 - b) Present the purchased airplane ticket and boarding pass to the Insurer,
 - c) Submit to the Insurer accounting documents proving the expenditure of costs for purchased refreshments, baggage storage, accommodation or transport to and from the place of accommodation.

PART J | CANCELLATION FEE INSURANCE

ARTICLE 46

Cancellation Fee Insurance

1. Cancellation fee insurance constitutes real damage insurance.
2. For the cancellation fee insurance, it is agreed that the beneficiary is the Insured who has concluded a tour contract or travel service contract with the tour operator or travel service provider (hereinafter the "contract in question").
3. Cancellation fee insurance can be arranged **no later than 3 business days** from the conclusion of the contract in question to which the insurance applies.
4. For the cancellation fee insurance within travel insurance for an unlimited number of repeated trips (e.g. the Annual Card tariff), it is further agreed that the insurance also applies to all the contracts in question which were concluded during the validity of that travel insurance.
5. Cancellation fee insurance can be arranged in the basic or extended variant. The agreed insurance variant is specified in the Insurance Policy. For the cancellation fee insurance within travel insurance for an unlimited number of repeated trips (e.g. the Annual Card tariff), insurance is always agreed in the extended variant.

ARTICLE 47

Insured Event and Scope of Insurance

1. An insured event is the establishment of the Insured's obligation to pay compensation money to the tour operator or travel service provider as a result of withdrawal of the Insured who concluded the contract in question from the contract in question (hereinafter the "cancellation fee") or forfeiture of the cost of the purchased travel service if the withdrawal or forfeiture occurred for reasons specified in para. 2 and 3 of this Article.
2. The insurance in the basic variant applies only to cases where the Insured's withdrawal from the contract in question or forfeiture of the travel service occurred as a result of:
 - a) Death of the Insured, his/her family member or fellow traveller,
 - b) Acute illness or injury:
 - ba) of the Insured,
 - bb) of the Insured's family member if they are members of one household or relatives in a direct line, where their health condition requires the provision of the necessary care,
 - bc) of a fellow traveller if the Insured would have to travel alone,
 - c) Health complications of the Insured as a result of pregnancy during the first 26 weeks of pregnancy requiring hospitalisation.
3. The insurance in the extended variant applies to cases where the Insured's withdrawal from the contract in question or forfeiture of the travel service occurred as a result of the reasons applicable to the basic variant and further:
 - a) Extensive damage to the property of the Insured or his/her fellow traveller caused immediately prior to departure by a natural disaster or a crime of a third party if the presence of the Insured or fellow traveller is necessary to determine the amount of damage or to reduce the extent of damage,
 - b) A crime affecting the health and mental state of the Insured, his/her family member or fellow traveller,
 - c) Summoning the Insured to court if the Insured received the summons only after the conclusion of the Insurance Policy and after the conclusion of the contract in question,
 - d) Termination of employment given to the Insured by his/her employer for organisational reasons if the notice of termination was delivered to the Insured only after the conclusion of the Insurance Policy and after the conclusion of the contract in question,
 - e) Natural disasters, epidemics or pandemics officially announced by international institutions (e.g. the World Health Organization), war or terrorist acts in the destination area of the tour if they occurred only after the purchase of the travel service,
 - f) Warning not to travel to the destination, which was issued 10 or fewer days before the start of the trip by the Ministry of Foreign Affairs of the Czech Republic.

ARTICLE 48

Term of Insurance

The beginning of the insurance is the date of concluding the contract in question, but no earlier than the date of concluding the Insurance Policy. The end of the insurance is the date of the start of the tour.

ARTICLE 49

Obligations of the Insured

In addition to the obligations set out in Article 4, **the Insured is also obliged to:**

1. In the event of any of the circumstances referred to in Article 47(2) or (3), withdraw from the contract in question in writing without delay.
2. In the case of an insured event, the Insured who has concluded the contract in question with the tour operator or travel service provider is also obliged to:
 - a) Provide the Insurer with credible evidence of the reason for withdrawal from the contract in question (e.g. death certificate, medical report, police report),
 - b) Submit to the Insurer the original or a copy of the contract in question certified by an employee or insurance broker of the Insurer, including a possible price list of cancellation fees,
 - c) Submit to the Insurer documents proving the payment of the price of the tour or travel services which were not used and which are associated with the exercised claim of the tour operator or travel service provider to the payment of cancellation fees by the Insured,
 - d) Submit to the Insurer a document on the payment of the cancellation fee, at the request of the Insurer submit a document proving that the amount of the paid cancellation fee corresponds to the provisions of the contract in question.

ARTICLE 50

Indemnity

1. In the case of an insured event, the beneficiary shall become entitled to indemnity in the amount of the cancellation fee (but no more than the amount of the agreed indemnity limit) to which the tour operator or travel service provider is entitled, and the Insured who concluded the contract in question with the tour operator or travel service provider actually paid the cancellation fee to the tour operator or travel service provider.
2. If the Insured pays a cancellation fee to the tour operator or travel service provider higher than corresponds to the provisions of the contract in question, the Insurer shall provide indemnity only up to the amount corresponding to the provisions of the contract in question.
3. The right to indemnity arises for the beneficiary only if the Insured does not have the right to compensation or reparation of the price of unused services paid by him/her under a legal title other than the insurance according to these GITC TI 2021.

ARTICLE 51

Deductible

Cancellation fee insurance is arranged with a deductible **of 10 %** of the value of the indemnity to which the beneficiary would be entitled if the agreed deductible were not taken into account (cancellation fee insurance would be agreed without any deductible).

ARTICLE 52

Exclusions from Insurance

The insurance does not cover any loss-incurring events occurring due to:

- a) An acute illness that existed at the time the insurance was taken out or at the time the tour contract or travel service contract was concluded; this means any illness except for a stabilised chronic illness,
- b) An accident that occurred before the conclusion of the Insurance Policy or the conclusion of the contract in question,
- c) A change in the health condition caused by a mental disorder or illness,
- d) When the Insured already had information available on the possible occurrence of a loss-incurring event at the time of purchasing the tour or travel service,
- e) When the tour or travel service has not been used or has been cancelled due to the impossibility of going on the vacation, not receiving a visa or changing the travel itinerary,
- f) When the Insured did not show up for the departure, missed the departure or was excluded from the tour or travel service for any reason on his/her part,
- g) When the tour or travel service has not been used due to the bankruptcy of the travel agency, air carrier or other travel service provider,
- h) Cancellation of the flight by the air carrier or other travel service provider.

PART K | HOUSEHOLD INSURANCE IN THE EVENT OF TRAVEL

ARTICLE 53

Household insurance in the event of travel constitutes real damage insurance.

ARTICLE 54

Insured Risks and Scope of Insurance

The insurance is arranged in the event of sudden damage, destruction or loss of the subject of insurance caused by **theft by burglary** or in a causal connection with it.

ARTICLE 55**Insurance Location**

1. The insurance location is the apartment in which the Insured resides (hereinafter the “apartment”) and located at the address specified in the Insurance Policy for that insurance. If the insurance location is not specified in the Insurance Policy, the insurance location is the address of permanent residence of the first Insured specified in the Insurance Policy.
2. Non-residential and storage premises located outside the apartment (e.g. cellars, storage rooms, garages) are not considered to be the insurance location.

ARTICLE 56**Subject of Insurance**

The subject of insurance is **a set of tangible movables** located at the insurance location (hereinafter also “movables”), which constitute the household equipment of the Insured and persons living in the same household and which serve its operation or satisfy the needs of the Insured or persons living with him/her in the common household and whose owner or co-owner is the Insured, and movables that are not owned by the Insured but the Insured rightfully uses them. The subject of insurance also includes **the building components** of the apartment.

ARTICLE 57**Indemnity**

1. The Insurer shall provide indemnity to compensate for damage caused by the insured event **up to the indemnity limit** specified in the Insurance Policy but only on condition that the requirements for security against burglary specified in Article 58 have been met.
2. If the subject of insurance has been destroyed or stolen, the beneficiary shall become entitled to have the Insurer provide him/her with an amount corresponding to reasonable costs for repurchasing the same or comparable new item less the amount corresponding to the degree of wear and tear or other impairment, taking into account any improvement (e.g. a repair or modernisation) from the period immediately preceding the occurrence of the insured event and further reduced by the price of usable remnants of the destroyed thing (the so-called **actual cash value**).
3. In the event of damage to the subject of insurance, the beneficiary shall become entitled to be provided by the Insurer with an amount corresponding to reasonable costs for repairing the subject of insurance, up to the actual cash value of the damaged item in the period immediately before the insured event reduced by the price of remnants of replaced parts of the damaged item.
4. The prerequisite for the establishment of the right to indemnity in the amount up to the upper indemnity limit agreed in the Insurance Policy is the submission of acquisition documents for the stolen, destroyed or damaged items by the Insured to the Insurer. If the Insured does not submit to the Insurer the acquisition document for the stolen, destroyed or damaged subject of insurance or if he/she does not prove ownership of the subject of insurance in another way (e.g. by photo documentation), the Insurer will provide indemnity for each stolen or damaged subject of insurance only up to CZK 5,000.
5. If the items forming a collection are stolen, destroyed or damaged, the Insurer will not take into account the impairment of the collection as a whole but only the value of individual items forming the collection when determining the amount of indemnity.
6. The Insurer shall provide indemnity for the insured event up to the amount of the following indemnity limits:
 - a) 20 % of the indemnity limit agreed in the Insurance Policy for **the building components** of the apartment,
 - b) 20 % of the indemnity limit agreed in the Insurance Policy for **special value items**.

ARTICLE 58**Security Against Burglary**

1. A prerequisite for the establishment of the right to indemnity for an insured event consisting in the theft of the subject of insurance is that the insured items have been stolen from closed and locked premises secured against burglary.
2. The Insurer will provide indemnity up to the limit of:
 - a) CZK 100,000 if the insurance location was locked with a lock with a cylindrical insert or a dosic lock,
 - b) CZK 300,000 if the insurance location was locked with a security lock, i.e. a lock with a security cylinder insert and a security shield.

ARTICLE 59**Exclusions from Insurance**

The insurance does not cover:

- a) Valuables,
- b) Things stored in non-residential and storage areas located outside the apartment (e.g. cellars, storage rooms, garages),
- c) Things used for gainful purposes or the exercise of a profession,
- d) Individually acquired files and records on text, audio and video media, plans and projects.

ARTICLE 60**Assistance Services**

1. Simultaneously with household insurance in the event of travel, the Insurance Policy also stipulates assistance services in the scope of this Article of the GITC TI 2021.
2. In the event of an accident at the insurance location, the Insurer will provide the Insured with professional assistance in the field of electrical, heating, plumbing and chimney work, rodent control, disinsection and sewer cleaning, to the extent of:
 - a) Arrangement and payment of arrival of technical assistance at the insurance location, and
 - b) Payment for work, including used material, in the price of **up to CZK 7,000** per intervention.
3. Part of the assistance intervention is also the unlocking of the front door if this is necessary in view of the circumstances of the case. In such a case, the Insurer will provide payment for work, including used material, in the price of **up to CZK 7,000** per intervention.
4. The Insurer shall only provide the assistance services on the basis of **a telephone call to +420 466 100 777**, and also exclusively through professional firms determined by the Insurer.

PART L | VEHICLE TRAVEL ASSISTANCE

ARTICLE 61

Scope of Assistance Services

1. Assistance services are intended for **passenger vehicles and motor homes** with a total weight of **up to 3,500 kg**, which are registered in the Czech Republic. Assistance services are provided in the territory of the Czech Republic or abroad.
2. The Insurer will provide vehicle travel assistance only if so explicitly agreed in the Insurance Policy.
3. In terms of vehicle travel assistance, the term “abroad” means countries whose national insurers’ bureaux are parties to the “Agreement between the National Insurers’ Bureaux of the Member States of the European Economic Area and other Associate States” and members of the Council of Bureaux.
4. The Insured has the right to any assistance service only (and only if all three of the following cumulative conditions are met):
 - If the Insurer is contacted by telephone by the Policyholder or the Insured for the purpose of providing assistance services in advance and is requested in advance by telephone to provide any assistance services, namely
 - Immediately after the occurrence of the event which gave rise to the need for assistance services, and
 - **Exclusively through the following telephone numbers – in the Czech Republic** via the telephone numbers **1224** or **+420 466 100 777**, **abroad** via the telephone number **+420 466 100 777**.

The three cumulative conditions for the Insured’s right to any assistance service under the previous sentence do not have to be met only in exceptional cases where previous and immediate telephone contacting of the Insurer by the Insured or the Policyholder (previous and immediate telephone request of the Insured or the Policyholder for assistance services) was objectively prevented or excluded for serious medical reasons on the part of the Insured arising as a result of the event that caused the need for assistance services, proven by the Insured’s medical documentation, with respect to which the Insured is obliged to give the Insurer his/her written consent without undue delay at the Insurer’s request for that documentation to be provided by the relevant medical facility to the Insurer.

ARTICLE 62

Basic Technical Assistance

Assistance services are provided in the Czech Republic or abroad and apply to the information and services listed in the following paragraphs of this Article.

1. **Tourist and travel information** – the Insurer will inform the Insured, before and during the trip, about:
 - Current exchange rates, average prices of selected commodities in the destination country,
 - Practicability of roads, fuel prices in the destination country, charges associated with driving a vehicle (tolls).
2. **Repair on the spot, towing, rescue, storage in the event of an accident, mechanical or electronic failure, interference by a third party, natural disaster, vehicle theft, tyre defect, loss of car keys, incorrect fuel, fuel freezing or consumption or battery discharge**

In the event of an accident, mechanical or electronic failure, interference by a third party, natural disaster, vehicle theft, tyre defect, loss of car keys, incorrect fuel, fuel freezing or consumption or battery discharge, as a result of which the vehicle becomes immobile, the Insurer shall:

 - a) Organise and pay for the repair of the vehicle on the spot (with the exception of spare parts) up to the limit of CZK 5,000 (Czech Republic) / EUR 300 (abroad), or
 - b) Organise and pay for towing the vehicle to the nearest repair shop from the place where the vehicle became immobile, up to the limit of CZK 5,000 (Czech Republic) / EUR 300 (abroad), including towing a mobile trailer to the nearest parking lot, or
 - c) Organise and pay for the towing of the vehicle to the place designated by the client in the direction of the location of residence or registered office of the Insured up to the limit of CZK 5,000 (Czech Republic) / EUR 300 (abroad),
 - d) Organise and pay for the storage of the immobile vehicle closest to the place where the vehicle became immobile, for a maximum of 5 days (Czech Republic and abroad).
3. **Accommodation, journey continuation, emergency transport in the given location or return to the location of residence in the event of an accident, mechanical or electronic failure, interference by a third party, natural disaster, vehicle theft, tyre defect, loss of car keys, incorrect fuel, fuel freezing or consumption or battery discharge**

In the event of an accident, mechanical or electronic failure, interference by a third party, natural disaster, vehicle theft, tyre defect, loss of car keys, incorrect fuel, fuel freezing or consumption or battery discharge, as a result of which it is necessary to carry out a vehicle repair lasting longer than eight hours, the Insurer shall:

 - a) Organise and pay for the accommodation of the vehicle crew for a maximum of 3 nights in the total value of 3 x CZK 2,200 (Czech Republic) / 3 x EUR 100 (abroad) if they consider it appropriate to interrupt the journey and wait until the vehicle is repaired, or
 - b) Organise and pay for the return of the vehicle crew to their location of residence in the Czech Republic or the continuation of the journey to the destination. To return to the location of residence or to continue the journey, the Insurer will choose a means of public transport up to the limit of CZK 6,000 (Czech Republic) / EUR 240 (abroad) or renting a car for a maximum of 48 hours (Czech Republic) / 48 hours (abroad) or a taxi up to the limit of CZK 3,000 (Czech Republic) / EUR 120 (abroad). The choice of transport must be in accordance with the destination of the Insured,
 - c) Organise local transport in the Czech Republic for the purpose of transport from/to a servicing shop, hotel, car rental or public transport station, abroad this service will be provided up to a limit of EUR 100.
4. **Incorrect fuel in the vehicle tank, fuel consumption**

In the event an incorrect type of fuel is refuelled due to a mistake or misunderstanding when refuelling at a filling station usually intended for this purpose, the Insurer will arrange towing the vehicle to the nearest repair shop to empty the tank and refuel new fuel. If all of the vehicle’s fuel in its tank is consumed due to a mistake or misunderstanding, the Insurer will organise bringing more fuel to the place where the vehicle is parked.
5. **Sending a substitute driver**

If the Insured is hospitalised as a result of a traffic accident abroad, the Insurer will arrange for the deployment of a substitute driver who will bring the Insured’s vehicle to the location of his/her residence.
6. **Transport of the vehicle to the Czech Republic**

If the vehicle is immobile for more than 7 days after a traffic accident or in the event of a mechanical or electronic failure abroad, the Insurer will organise the trip of the Insured in order to pick up the repaired vehicle or organise towing the vehicle to the Czech Republic.

7. **Removal of the vehicle from the register and its scrapping**

If, as a result of a traffic accident or a mechanical or electronic failure abroad, the estimated repair costs are higher than the market value of the vehicle in the Czech Republic, the Insurer will arrange everything necessary for the Insured to legally relinquish ownership of the vehicle and arrange liquidation (scrapping) of the vehicle.

8. **Delivery of spare parts for repair**

If, as a result of a traffic accident or a mechanical or electronic failure of the vehicle abroad, it is necessary to organise the purchase of spare parts that cannot be procured on the spot, then the Insurer will arrange and pay for delivery of those spare parts to the relevant repair shop or international airport that is located closest to the place of the assistance event in order to ensure that the vehicle is mobile again.

9. **Passing a message to a close person**

If necessary, the Insurer will ensure that important messages are passed on to the family members of the travellers.

ARTICLE 63

Administrative and Legal Assistance in the Czech Republic or Abroad

If necessary, the Insurer shall provide the Insured with:

- Advice in an emergency,
- Advice on post-accident procedures,
- Addresses of legal representatives,
- Addresses of administrative and police authorities,
- Or addresses of traffic inspectorates in the Czech Republic.

All the above information and advice will be communicated to the Insured both before the start of his/her trip and in emergency situations that he/she may get into during his/her trip.

1. **Emergency telephone assistance**

Upon the occurrence of an assistance event, the Insurer shall provide the Insured with advice and information for resolving the emergency situation, find a provider of the relevant service for resolving the emergency situation and accept the notification of the insured event.

2. **Interpreting and translations** – if necessary, the Insurer will provide interpretation and translation assistance abroad to each Insured by telephone conference in the following situations:

- Telephone interpretation in the case of roadside inspection,
- Telephone interpretation in dealing with the police in the case of an assistance event,
- Telephone interpretation in the case of customs clearance at the border crossing,
- Telephone interpretation in dealing with the local administration,
- Telephone interpretation in the case of hospitalisation and a visit to a medical facility,
- Telephone translations and advice on filling in foreign language forms,
- Cursory translations of simple forms by fax.

If necessary, the Insurer will arrange for an interpreter to be provided during police investigations and judicial proceedings.

3. **Relations with embassies**

In the event of a serious traffic accident abroad with the participation of the Insured or if the Insured finds himself/herself in a situation where he/she is detained or imprisoned abroad by the police of the given state, the Insurer shall:

- a) Report the serious traffic accident of the Insured, in which there is large-scale material damage to the vehicle or damage to health, to the embassy in the country of the assistance event,
- b) Arrange a visit or assistance by an employee of the embassy in the case of detention or imprisonment of the Insured.

The Insurer does not reimburse the costs of transporting the relevant employee of the embassy to the place of detention or imprisonment of the Insured.

4. **Relations with police authorities**

In the event of a traffic accident of the Insured abroad, the Insurer shall:

- a) Provide assistance to the Insured in completing the accident report,
- b) Mediate contact with a lawyer (except for the payment of his/her services),
- c) Organise the procurement of a traffic accident report in the event it was drawn up by the police but not issued,
- d) Arrange for the return of documents which have been withheld as a result of the accident if the nature of the accident and any consequences associated with the accident allow it,
- e) Organise the provision of direct witnesses and their testimonies.

5. **Imprisonment after an accident**

In the event the Insured is detained, taken into custody or imprisoned or there is a risk of any of this as a result of a traffic accident abroad, the Insurer shall:

- a) Organise the sending and handing over of personal items to the Insured,
- b) Organise legal representation of the Insured,
- c) Organise the composition of the financial amount in local currency on behalf of the Insured as a guarantee (deposit) required for the release of the Insured in the event he/she has been taken into custody as a result of a traffic accident,
- d) Organise the storage of any immobile vehicle,
- e) Organise for the Insured to maintain telephone contact with his/her family and forward messages to the Insured's family,
- f) Organise compensation for damage caused by the Insured to a third party through negligent conduct.

6. **Judicial proceedings after a traffic accident**

If the Insured is subject to judicial proceedings as a result of a traffic accident abroad, the Insurer shall:

- a) Organise the payment of costs of legal representation of the Insured,
- b) Organise the reimbursement of the costs of an interpreter for the purpose of interpreting into the mother tongue of the Insured during judicial proceedings,
- c) Arrange the transport of the Insured to the competent court in the event of him/her being summoned for the purpose of participating in judicial proceedings,
- d) Arrange the accommodation of the Insured in the event of him/her being summoned for the purpose of participating in judicial proceedings.

7. Legal assistance after a traffic accident

If the vehicle is detained by the police authorities of the given state as a result of a traffic accident abroad, the Insurer shall arrange for the steps to be taken in order to release the detained vehicle.

ARTICLE 64

Exclusions from the Assistance Services Provided

Assistance services in the event of an accident or vehicle breakdown are not provided in cases where:

- a) For the purpose of providing assistance services, the Insurer is not contacted by telephone by the Policyholder or the Insured in advance and the Policyholder or the Insured does not request the provision of any assistance service by telephone in advance, immediately after the event that caused the need for assistance services, exclusively through the above telephone numbers,
- b) The vehicle was driven by a person who does not have the required licence to drive the vehicle,
- c) The assistance event was caused by intentional actions of the Insured, e.g. deliberate overloading of the vehicle,
- d) The assistance event arose as a result of acts of war, riots, insurrections or other violent riots, terrorist acts, strikes, state and administrative intervention and in a causal connection therewith,
- e) The assistance event arose when the vehicle was driven by a person who was under the influence of alcohol, narcotics or psychotropic substances. The same applies if the driver of the crashed vehicle refused to undergo the relevant examination,
- f) The assistance event arose during races and competitions of all kinds, including training rides,
- g) The Insured or the Policyholder arranged any assistance services without the Insurer's knowledge, or where the Insured or the Policyholder accepted or was forced to accept the provision of assistance services from any third party (including public authorities, e.g. the police) without the Insurer's knowledge,
- h) The vehicle did not have a valid roadworthiness test or was otherwise unfit to be driven on public roads.

ARTICLE 65

General Rules

The decision to choose the assistance service that will be provided to the Insured is always fully within the competence of the Insurer. All costs for assistance services exceeding the set limits or costs associated with only organised services will be fully paid by the Insured on the spot from his/her own resources, or the Insured will provide the Insurer with a duly secured guarantee in advance or make a sufficient advance payment to the Insurer for the required assistance services.

The basic goal of the agreed assistance services is to put into operation a temporarily immobile vehicle and subsequently to enable the Insured to continue travelling in the vehicle on the started journey. For these cases, the Insurer preferably arranges the repair of the vehicle on the spot or its towing to the nearest servicing shop. In the event the provision of these assistance services is not possible, the Insurer will ensure the storage of the vehicle or its towing to the location of residence of the Insured. All the stated indemnity limits for the provision of assistance services do not apply to the costs associated with the repair of an immobile vehicle in a repair shop. All the stated indemnity limits for the provision of assistance services apply to one assistance event.

PART M | COMMON PROVISIONS

ARTICLE 66

Third-Party Insured Risk

Provided that the Policyholder takes out an Insurance Policy to his/her own benefit and that insurance covers an insured risk as a possible cause of occurrence of an insured event affecting a third party, the Policyholder is entitled to exercise the right to indemnity on condition that he/she proves that the obligations under Section 2767(1) of the Civil Code (particularly the Insured's consent to the fact that the Policyholder acquires the right to indemnity) have been met. Unless the Policyholder proves the Insured's consent under the previous sentence by the end of the agreed term of insurance or by the end of the last investigation to the loss-incurring event running after the elapse of the term of insurance, it is the Insured who acquires the right to indemnity.

ARTICLE 67

Rescue Costs

1. Rescue costs are understood to be the reasonable costs expediently incurred by the Policyholder or the Insured for averting an imminent insured event or mitigating the consequences of an already occurring insured event.
2. The Insurer shall reimburse:
 - a) Rescue costs incurred by the Policyholder or the Insured on saving the life or health of persons in the amount of up to a maximum of 30 % of the upper indemnity limit set for the insured risk to which the rescue costs were related,
 - b) Other rescue costs up to a maximum of 10 %, always from the upper limit of indemnity determined for the insured risk to which the rescue costs were related.
3. The amount of compensation paid for rescue costs is not included in indemnity which is limited by an upper limit.

ARTICLE 68

Special Provisions on the Form of Legal Acts Relating to Insurance

For the purposes of insurance-related legal acts performed in the manner agreed in the Insurance Policy, the Insurer and the Policyholder have agreed as follows:

- a) The Insurer and the Policyholder have agreed that through the Internet application the parties to insurance may only perform such insurance-related legal acts that the application makes technologically possible at the time of such legal acts.
- b) The activating key for the purposes of insurance taken out under these Insurance Terms and Conditions is a numeric or alphanumeric code delivered to the party to insurance by the Insurer, the correct entering of which is an unbreakable technological requirement of each single access to the Internet application. If any legal act addressed to the Insurer is performed through the Internet application using the activating key, it is presumed that the legal act has been carried out by the party to insurance who has been provided with the activating

key by the Insurer. In the interest of the legal safeguard of the parties to insurance, performance of a legal act by the party to insurance addressed to the Insurer through the Internet application may be conditioned, apart from using the activating key, by another security element (e.g. another, i.e. second, numeric or alphanumeric code sent by the Insurer to the party to insurance to perform a legal act, e.g. in the form of a text message to his/her mobile communication device).

- c) Any legal acts by the party to insurance performed through the Internet application shall be considered as delivered to the Insurer, regardless of the fact whether the Insurer has actually got acquainted with their contents, at the moment the contents of such legal acts by the party to insurance are displayed in the Internet application on the Insurer's side, which shall be acknowledged by the Insurer to the party to insurance electronically through the application by means of an informative text confirming receipt of the legal act by the Insurer.
- d) Any legal acts by the Insurer performed through the Internet application shall be considered as delivered to the party to insurance, regardless of the fact whether the party to insurance has actually got acquainted with their contents, at the moment they are delivered to the data space of the party to insurance in the Internet application.
- e) The obligations of all the parties to insurance relating to the use of the Internet application:
 - The party to insurance is responsible for the fact that any insurance-related legal acts or notifications addressed to the Insurer shall only be performed through the Internet application personally by that party to insurance.
 - The party to insurance shall not leave the computer or another communication device through which he/she is using the Internet application unattended during the time he/she is logged into the Internet application, particularly while performing insurance-related legal acts or notifications through the Internet application.
 - The party to insurance shall protect his/her activating key, keep it secret, not communicate it or make it accessible to any third party, and take any usual security measures preventing access of third parties to the activating key.
 - The party to insurance shall, immediately after detection of any suspicion of the fact that the activating key could have been disclosed or made accessible to any third party or abused by any third party, notify the Insurer of that suspicion and proceed in accordance with the Insurer's instructions (particularly, e.g., change the activating key at the Insurer's call and in accordance with the Insurer's instructions, etc.).
 - The party to insurance shall only use, for utilisation of the Internet application, computers or any other communication devices owned by that party to insurance or legitimately used by that party to insurance and equipped with rightfully (legally) acquired and installed software.

ARTICLE 69

Common Provisions

1. Written insurance-related legal acts must be made in the Czech language.
2. The addressed legal acts of the Insurer regarding the insurance made in written printed form and the Insurer's notifications made in written printed form (hereinafter also referred to as "documents") shall be delivered to the parties to insurance to the last known address of their place of actual or declared domicile or to the address of the real or registered office. In case the Policyholder has stated its mailing address in the Insurance Policy (in the field headed "Mailing address"), it expresses its willingness to receive documents to that mailing address, with all legal consequences resulting therefrom, and the documents shall be delivered to that address, but only to an address in the Czech Republic.
3. The Insurance Policy and any insurance taken out under it shall be governed by the laws of the Czech Republic.
4. If the party interested in insurance, the Policyholder, the Insured or the beneficiary is a consumer, it is entitled to the so-called out-of-court resolution of consumer disputes. The competent authority for out-of-court settlement of any consumer disputes arising out of insurance types other than life insurance, with the relevant subject-matter jurisdiction, is the Czech Trade Inspection Authority (website of the Czech Trade Inspection Authority: www.coi.cz).
5. If the party interested in insurance, the Policyholder, the Insured or the beneficiary is a consumer, it is entitled to the so-called alternative resolution of disputes relating to a contractual obligation arising out of an insurance policy concluded online through an online disputes resolution platform operated by the European Commission and available at <http://ec.europa.eu/consumers/odr/>. The e-mail address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes insurance policies as the Insurer, is: info@csobpoj.cz.
6. Unless expressly agreed otherwise in the Insurance Policy or in these GITC TI 2021, all payments made in connection with the insurance by any party to insurance as well as any financial values stated in the Insurance Policy (e.g. sums insured) are stated and paid in the Czech currency and are payable in the Czech Republic. If the Insurer's indemnity or other insurance indemnity is to repair a financial value originally expressed in a foreign currency (e.g. compensation for damage for which the Insured is liable to the aggrieved party; medical expenses incurred by the Insured in a foreign medical facility, etc.), the amount of the indemnity or other insurance indemnity shall be determined by the Insurer in the Czech currency using the foreign currency exchange rate published by the Czech National Bank and valid on the date of occurrence of the loss-incurring event.
7. The Parties may regulate their mutual rights and obligations by agreement differently from the GITC TI 2021.

PART N | VALUATION TABLES

ARTICLE 70

The injury healing valuation table

The tables are available at the Insurer's points of sale or on its website.

ARTICLE 71

The valuation table for permanent consequences of an injury

The tables are available at the Insurer's points of sale or on its website.

ARTICLE 72

1. **Acute illness** shall mean a sudden, rapidly progressing illness that directly endangers the life or health of the Insured and requires urgent medical treatment, and such an illness prevents the Insured from receiving travel services on schedule.
2. **Alpinism** shall mean exercise in the mountains and alps - climbing rock paths overcome by free climbing, technical climbing with the help of aids and specific equipment, ascents in snow, ice and on glaciers.
3. **Canyoning** shall mean overcoming the canyons of mountain streams and rivers in the direction of their flow using various techniques, such as abseiling rock walls or waterfalls, swimming or wading in rapidly flowing and cold water, jumping into ponds and lakes, climbing boulders and fallen trees, in suitable conditions the use of the watercourse as a slide or overcoming depressions using suspended rope.
4. **Valuables** shall mean:
 - a) Money, i.e. valid domestic or foreign banknotes and coins,
 - b) Valuable documents, i.e., e.g., valid postage stamps, motorway tax stickers, fee stamps, lottery tickets, telephone cards and any other valuable documents that could be converted into money,
 - c) Payment cards and cheque books,
 - d) Securities.
5. **Travel service** shall mean transport, accommodation, meals, refreshments and other services purchased in connection with travel, e.g. optional trips, ski passes, sports and educational courses, vehicle rental and other similar services.
6. **Downhill** shall mean the descent of technically very demanding tracks with natural or artificial obstacles on bicycles.
7. **Mountaineering** shall mean an activity in which the majority of the ascent is based on the technique of three or four support points (i.e. the need to fix the body with three or four limbs; the equipment with technical aids is not essential).
8. **Lump-sum premium** shall mean premium that is stipulated for the whole period for which insurance was taken out.
9. **Theft by burglary** shall mean taking possession of a movable in such a way that the perpetrator overcomes the obstacles protecting the movable from theft and seizes the movable by entering the locked premises or the locked luggage compartment of a vehicle using tools that are not intended for proper opening thereof or in another destructive manner.
10. **Aircraft** shall mean a device capable of exerting forces for it to be airborne which are not in response to the Earth's surface. For the purposes of insurance, an aircraft model with a weight under 20 kg and drones with a weight under 0.91 kg are not considered to be aircraft.
11. **Robbery** shall mean taking possession of a movable in such a way that the perpetrator uses violence or threatens with immediate violence against the Insured.
12. **Uninsurable sports** shall mean: acrobatic skiing, alpinism, automobile and motorcycle sports of all kinds, non-motorised flying (e.g. paragliding) and motorised flying of all kinds, canyoning without the presence of a professional instructor, freediving, freeride, mountaineering, stunts, skiing and snowboarding off the marked slopes and routes, skydiving, flat track, diving to a depth of more than 40 m, rafting or other white water rafting above level of difficulty III (according to the alpine scale of river ratings), skeleton, ski mountaineering, skicross, ski jumping, speleology (cave exploring), via ferrata levels of difficulty D and E (according to the Austrian classification), MOD and ED (according to the Italian classification), expeditions to places with extreme climatic or natural conditions, alpine hiking in terrains above 5,000 metres above sea level, motorboat and jet ski races, including preparation for them.
Any kind of sports pursued on a professional level, including preparation for them.
13. **Valuation tables** shall mean parts of the Insurance Terms and Conditions, according to which the scope and amount of the Insurer's indemnity under selected insurances is determined, and which are available at the Insurer's points of sale or on its website. The injury healing valuation table stipulates the maximum number of days of healing of bodily injury as a result of an accident, for which the Insurer provides indemnity. For the purposes of insurance according to these GITC TI 2021, insurance for the treatment of major as well as minor injuries is considered. The valuation table for permanent consequences of an injury determines the scope of the Insurer's indemnity under the insurance in the case of permanent consequences of an injury.
14. **Liability assumed beyond the legal framework** shall mean liability assumed in excess of the stipulations of a generally binding legal regulation; liability assumed even if not stipulated by a generally binding legal regulation or liability resulting from a breach of an obligation assumed beyond the framework of a non-mandatory legal provision.
15. **Beneficiary** shall mean the person having the right to indemnity on the basis of an insured event. The beneficiary is the Insured, unless stipulated otherwise in the Insurance Policy.
16. **Insurer** shall mean ČSOB Pojišťovna, a.s., member of the ČSOB Group.
17. **Term of insurance** shall mean the period for which the insurance has been taken out. The term of insurance is a time period defined by the beginning and termination of insurance (insurance for a definite period of time) or just by the beginning of insurance (insurance for an indefinite period of time). The term of insurance is specified in the Insurance Policy and does not have to correspond to the insurance period for which regular premium is paid.
18. **Insured value** shall mean the maximum possible property damage that may result from an insured event.
19. **Insured risk** shall mean a possible cause of occurrence of an insured event.
20. **Policyholder** shall mean an individual or legal entity who has taken out the Insurance Policy with the Insurer and who has undertaken to pay the premiums. The Policyholder does not have to be identical to the Insured.
21. **Insurance year** shall mean a time period starting at 00:00 hours on the day specified in the Insurance Policy as the beginning of the insurance and ending upon the elapse of 365 calendar days (in the case of a leap year 366 calendar days) from the beginning of the insurance.
22. **Indemnity** shall mean, for the purposes of the insurance arranged under these GITC TI 2021, the sum of indemnities to which the beneficiaries become entitled for the insured events occurring under all the insurance taken out with the Insurer by all the Policyholders under these GITC TI 2021 and which (indemnities) have been paid out for those insured events by the Insurer.
23. **Insured** shall mean the party whose life, health, property, liability or other value of insurable interest the insurance covers.
24. **Manual business trip** shall mean a trip during which the Insured performs manual activities abroad in connection with his/her employment or other contractual relationship.
25. **Professional sports level** shall mean sports activities performed by the Insured for a fee or pursued at a comparable level of performance.

26. **Recreational sports** shall mean individual or collective common sports, e.g.: aerobics, aqua aerobics, athletics, badminton, baseball, basketball, billiards, bowling, skating, curling, cycling, dragon boats, duathlon, fitness, floorball, football, golf, gymnastics, fire-fighting sport, handball, ball hockey, inland waterway yachting, horseback riding except racing, elephant or camel riding, yoga, rollerblading, cycle ball, cricket, bodybuilding, skittles, lacrosse, climbing on an artificial wall, archery, ice stock sport, football tennis, orienteering, paintball, pétanque, pentathlon, fishing from the shore, rafting on calm water (i.e. standing or flowing water without rapids) and rafting on wild water up to and including level of difficulty I (according to the alpine scale of river ratings) with normal water flow, trampoline jumping, softball, spinning, squash, table tennis, chess, fencing (classic), darts, “snorkelling”, dancing, tennis, triathlon, hiking in terrains up to and including 3,500 metres above sea level, water and beach attractions (toboggan, water banana, pedal boat), water skiing, water polo, volleyball, windsurfing.
27. **Risky sports** shall mean, in particular: American football, martial arts, boxing, bungee jumping, canyoning in the presence of a professional instructor, cyclo-cross, racing, mountain ultra-marathon, riding on a “U” ramp in a skate park, jet skiing, judo, karate, kickboxing, kitesurfing, landkiting, sea yachting, diving using self-contained breathing apparatus to a depth of and including 40 m, rafting or other white water rafting at levels of difficulty of II and III (according to the alpine scale of river ratings) with normal water flow, cycling down difficult terrain, including downhill, rugby, sea fishing, Greco-Roman wrestling, diving, surfing, via ferrata at levels of difficulty A, B and C (according to the Austrian classification), F, MD and D (according to the Italian classification), alpine hiking in terrains from 3,500 up to and including 5,000 metres above sea level, weightlifting.
Furthermore, any sports pursued in competitions of amateur athletes organised by any organisation, including all preparation for them, are considered risky sports.
28. **Family member** shall mean a direct relative (especially parents, grandparents, children and grandchildren), a sibling and a spouse or partner; other persons in a family or similar relationship are considered to be close persons if the damage suffered by one of them is reasonably felt by the other as his/her own. Persons related by marriage or persons living permanently together are also considered to be family members.
29. **Ski mountaineering** shall mean skiing in open mountain terrain.
30. **Fellow traveller** shall mean a person who has purchased a tour or travel service together with the Insured and is listed in the same travel contract.
31. **Stabilised chronic illness** shall mean an illness that existed before the Insured’s departure for the trip but the Insured’s health condition during the 12 months before the departure did not indicate that medical assistance would be needed during the trip.
32. **Loss-incurring event** shall mean the circumstance resulting in damage that could be the reason for establishment of the right to indemnity.
33. **Permanent consequences of an injury** shall mean a reduction or loss of the functioning of body organs or parts of the body that is permanent after the completion of the healing process. In the cases explicitly stated in the valuation table for permanent consequences of an injury, other permanent bodily injury that does not limit the functioning of body organs or parts of the body is also considered to be a permanent consequence of an injury.
34. **Tourist trip** shall mean a recreational and sightseeing trip, a study trip or a non-manual business trip, e.g. administrative activities.
35. **Hiking** shall mean ascents in terrains up to and including an altitude of 3,500 metres above sea level, including hiking along marked and publicly accessible roads and places, where the technique of 3 support points (i.e. the need to fix the body with three limbs, e.g. catching a rock protrusion by hand) is used only sporadically.
36. **Party to private insurance** shall mean the Insurer and the Policyholder as the Contracting Parties and also the Insured and any other person having a right or obligation under the private insurance.
37. **Damage to health** shall mean an injury/accident or illness/disease. The occurrence of an injury is the moment when the external influences that caused the damage to health occurred suddenly, shortly and violently. The onset of an illness is considered to be the moment that is medically certified as the onset of that illness.
38. **Injury/accident** shall mean:
- Unintentional, sudden, unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, radiation, electric current, chemicals and poisons (except microbial poisons and immunotoxic substances) independently of the will of the Insured, which caused bodily injury or death to the Insured, and which occurred during the term of insurance,
 - Unexpected and sudden action of external forces or one’s own physical force, independently of the will of the Insured, which occurred during the term of insurance and which caused damage to health or death to the Insured,
 - Death by drowning, drowning and infection by tetanus or rabies in an accident are also considered an injury.
39. **Locked premises** shall mean a structurally delimited area of buildings which has all entrance doors properly closed and locked and which has all windows properly closed from the inside and all other openings accessible from the outside properly secured from the inside. Individual parts and components of doors, windows, window or balcony doors and other building elements, by the removal of which the locked premises lose resistance to the intrusion by the perpetrator, must be secured from the outdoor area against removal using common tools such as a screwdriver, pliers, wrench etc.
40. **Special value items** shall mean works of art; things of historical value; antiquities; collections; articles of precious metals and other materials (e.g. jewellery, precious stones).
41. **Via ferrata** (klettersteig, secured path) shall mean a path in rocky terrain where auxiliary securing aids are built in, e.g. fixed ropes, chains, ladders, shingles, pins.
42. **Water damage** shall mean an unexpected and sudden leakage of water, steam or liquid from a water supply system, heating etc.
43. **Alpine hiking** shall mean ascents in terrains above an altitude of 3,500 metres above sea level along marked and publicly accessible roads and places, where the technique of 3 support points (i.e. the need to fix the body with three limbs, e.g. catching a rock protrusion by hand) is used only sporadically.
44. **Winter sports** shall mean, in particular: biathlon, sleigh, bobsleigh and ski bobsledding on groomed and publicly accessible tracks, figure skating, ice hockey, skiing (including cross-country skiing) and snowboarding on marked and publicly accessible slopes and trails, including access roads to them, skiing and snowboarding on a “U” ramp, mono skiing on marked routes, speed skating, sledge hockey, snowkiting, snowrafting, snowtubing.

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When making a phone call, please indicate:

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name

The number of your
Insurance Policy