

BusinessTravel Corporate Travel Insurance

For those who travel for business

Pre-contract information, insurance terms and conditions



We will take care of
your employees

What information you will find in this document

Thank you for choosing us as your insurance provider. We believe we will convince you that you have made the right choice.

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Mobile application for easier travel

Moje Evropská - Travel insurance in your phone



QR codes for uploading the app



Android



iOS

ERV travel & care - Safe travel services



QR codes for uploading the app. Use your policy No. as the registration code.



Android










iOS

Complete information on your travel insurance at your fingertips! Download our **Moje Evropská** mobile app for free and you will no longer have to carry unnecessary paperwork with you. Your phone will allow you to get instantly in touch with the assistance services, and provide **information on your insurance** and a useful **safe of documents** and practical **travel tips**.

The other mobile app, **ERV travel & care**, will provide you mainly with information on the **security situation and the health system** in any country in the world. Moreover, it will send you an instant **alert** if something important happens in the area you are travelling to. It will show you the way to proven **hospitals or pharmacies** and provide important **phone numbers**.

BusinessTravel - Table of insurance coverage limits

Basic insurance (limits in CZK)							
Risks		Geographical area		Europe		World	
A	Medical Expenses	1	Medical expenses incl. COVID-19 	20 000 000	unlimited	30 000 000	unlimited
		2	Emergency dental treatment	40 000	40 000	40 000	40 000
		3	Physiotherapy	120 000	120 000	120 000	120 000
		4	Hospitalisation benefit	20 000 ¹⁾	20 000 ¹⁾	40 000 ²⁾	40 000 ²⁾
		5	Psychological assistance	40 000	40 000	40 000	40 000
B	Assistance Services	1	Active assistance	unlimited	unlimited	unlimited	unlimited
		2	Transportation, relocation and repatriation	3 000 000	3 000 000	6 000 000	6 000 000
		3	Repatriation of remains	1 000 000	1 000 000	1 000 000	1 000 000
		4	Funeral expenses	150 000	150 000	150 000	150 000
		5	Screened blood provision		✓	✓	✓
		6	MediCall 		✓	✓	✓
Optional extension of insurance for Europe and World (limits in CZK, Security Assistance Crisis Response limit in EUR)							
C	Escort	1	Accompanying, summoned escort	150 000	300 000		
D	Injury	1	Permanent disablement	400 000	800 000	1 200 000	1 600 000
		2	Accidental death	200 000	400 000	600 000	800 000
		3	Aircraft accident	double	double	double	double
		4	Sick leave benefit	optional ³⁾			
E	Personal effects	1	Personal effects damage	30 000	60 000	80 000	100 000
		2	Travel documents	5 000	10 000	20 000	30 000
		3	Business effects	✓	✓	✓	✓
		4	Cash theft	5 000	5 000	10 000	15 000
F	Luggage delay	1	Essential Expenses	20 000 ⁴⁾	30 000 ⁴⁾	40 000 ⁴⁾	
G	Personal liability	1	Bodily injury	6 000 000	12 000 000	24 000 000	
		2	Property damage	3 000 000	6 000 000	12 000 000	
		3	Legal expenses	200 000	400 000	600 000	
		4	Bail deposit	200 000	400 000	600 000	
		5	Summoned person	20 000	30 000	40 000	
H	Departure	1	Missed	20 000	30 000	40 000	
		2	Delayed	5 000 ⁵⁾	10 000 ⁶⁾	15 000 ⁷⁾	
I	Trip cancellation	1	Cancellation fees incl. COVID-19 	optional for notification contracts ⁸⁾			
	Travel Disruption	1/2	Curtailment / Interruption	150 000	300 000		
J	ERV COVID	3	Return obstacles	15 000 ⁹⁾			
			accommodation transport 	15 000 ⁹⁾			
K	Vehicle	1	Towing Expenses	10 000	15 000	20 000	30 000
		2	Substitute Transport and Accommodation	10 000	20 000	30 000	40 000
		3	Rent-A-Car Accident - Deductible	5 000	10 000	20 000	30 000
L	Winter sports	1	Winter Sports incl. personal liability	✓	✓	✓	✓
N	Security risks	1	Hijack	50 000 ¹⁰⁾	100 000 ¹¹⁾		
		2	Travel Curtailment - Terrorist Act	50 000	100 000		
		3	Evacuation from Threatened Area	50 000	100 000		
		4	Damage to personal effects	✓	✓		
O	Security Assistance Crisis Response 	1	Kidnapping	150 000 ¹²⁾			
		2	Wrongful detention				
		3	Blackmail				
		4	Political violence				
		5	Disappearance				
		6	Act of Terrorism				
		7	Violent crime				
P	Substitute Employee	1	Substitute Employee 	150 000	300 000		
Q	Legal Protection D.A.S. 	1	Negligence Litigation	300 000			
		2	Defense Against Negligence Litigation				
		3	Criminal and Civil Law Defenses				
		4	Protection of the Ownership Right				

Europe means all european countries (incl. european parts of Russia and Transcaucasus), Canary Islands, Madeira, Azores and Mediterranean countries.

Explanatory notes:

1) CZK 2 000 per day 2) CZK 4 000 per day 3) CZK 300 per day, max. CZK 12 000 (= 40 days) 4) CZK 10 000 per 4 hours 5) CZK 1 000 per 6 hours
6) CZK 2 000 per 6 hours 7) CZK 3 000 per 6 hours 8) 20% deductible, 0% in case of death or hospitalisation 9) 20% deductible 10) CZK 10 000 per day
11) CZK 20 000 per day 12) limit in EUR

The table of insurance coverage limits is an integral part of the insurance terms and conditions. The scope of your insurance coverage is set by the insurance contract.

Before you buy insurance (pre-contract information)

Before arranging the insurance, always consider the nature of your trip and all the activities you intend to pursue. Make sure the product version you have selected and its extension options include these activities.

When taking out insurance on behalf of somebody who is not a member of your nuclear family, obtain their consent and forward the insurance terms and conditions to them.

The English version of this document is an informative translation from the Czech language. In the event of any inconsistency between the language versions, the Czech version shall be binding.

What is BusinessTravel Corporate Travel Insurance

BusinessTravel corporate travel insurance will provide you with coverage during business trips from the Czech Republic abroad. It always includes insurance of medical expenses and assistance services, and we will be happy to set up an extended range individually according to your needs. Your business trip can last up to 90 days.

It covers accidental events related to travel (but never to travel concerns) and the occurrence of COVID-19, as described below in the insurance terms and conditions, which occur during the insurance period, both before embarking on the trip and in its course.

The scope of basic insurance and the possibility of its extension, incl. trip cancellation insurance, are marked in the table of insurance coverage limits.

The table of insurance coverage limits also provides information on when and what amount you will contribute to each claim settled (deductible).

The special term "closest relatives" has been introduced to determine the extent to which your family members are covered under your insurance. It can be found in the interpretation of terms.

Trip cancellation insurance is intended in case you have to suddenly cancel your flight ticket, accommodation or trip.

With trip cancellation insurance you can cancel for not only serious medical reasons of travelling persons, but also for other verifiable serious reasons. Also, it applies to situations where you fall ill with COVID-19 or are ordered a personal preventive quarantine (due to a contact with COVID-19 positive person) or you fail to meet the health conditions for travel at the moment of departure (airport check, boarding a means of transport, crossing a national border etc.).

If a trip to a country whose security, health, political or climatic situation may give rise to travel concerns is cancelled, the insurance claim settlement may be reduced by half.

You can take out the insurance within 3 working days after you have booked the first travel service related to your trip or paid for the tour. If you book a travel service or pay for a tour less than 15 days before the departure date, you are required to take out cancellation insurance on the day of booking/payment. If you do not meet the deadlines for taking out insurance, we cannot provide you with insurance payments. In this case, you are entitled to a refund of the premium.

What insurance does not cover (exclusions)

Insurance does not cover events that you cause intentionally, events that constitute violation of the law as well as any of the events expressly listed among the exclusions.

For the list of exclusions, please see page 22 of the insurance terms and conditions, entitled „What the insurance does not cover“ as well

as the detailed description of each type of insurance. All exclusions are colour-coded. Please review the exclusions before entering into an insurance contract.

Pay attention also to your responsibilities described in the insurance terms and conditions. By adhering to them, you will be able to use the insurance to the fullest and we will not have to cut or refuse your insurance claim settlement.

How much insurance costs and how long it applies for

We set the price of the insurance (one-off premium) for the entire insurance period. The price depends on the insurance coverage and the term of the selected insurance, the geographical area, the purpose of travel and the number and age of the people. The price is stated in the insurance contract and is paid according to the number of business trips or by a one-off payment. One-off premium always belongs to the insurer in full.

The insurance contract must be concluded prior to your trip.

The insurance payments are not subject to value added tax and claims are not subject to income tax.

Single trip insurance begins and ends the moment you cross the border of the Czech Republic.

The insurance ceases to be valid if you stay for more than 14 days in an area that we marked as a war zone during your stay or the Ministry of Foreign Affairs of the Czech Republic did not recommend travelling to it.

Trip cancellation insurance is established once the premium is paid and ends in the moment you start using the travel service or cross the border of the Czech Republic.

It applies only to events that occurred during the insured period.

How the insurance is linked to other products

We offer insurance under the same conditions separately or as a supplement to another product or service (trip, flight ticket, bicycle, etc.). However, you can always buy a product or service without insurance.

How travel insurance expires

Travel insurance usually ends upon the expiration of the negotiated term.

Insurance may also be terminated by:

- our mutual consent,
- withdrawal from the contract, if either you or we submit false information,
- withdrawal from the contract within 14 days of arranging the insurance using means of remote communication, as long as the term of your insurance exceeds one month,
- a notice of termination sent within 2 months of the arrangement date. We will terminate your insurance within 8 days of receiving the notice,
- a notice of termination sent within 3 months of reporting a claim. We will terminate your insurance within 30 days of receiving the notice,
- a notice of termination you will serve within 2 months of establishing that we have violated the equal treatment principles. We will terminate your insurance within 8 days of receiving the notice.

Where and how complaints may be lodged

Please let us know of your complaint using the channel that best fits your needs:

- By e-mail at klient@ERVpojistovna.cz.
- Via www.ERVpojistovna.cz.
- By a letter sent to ERV Evropská pojišťovna, a. s., Křížkova 237/36a, 186 00 Praha 8, Czech Republic.
- By phone on +420 221 860 860.

You can also complain to the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, Czech Republic, phone: +420 224 411 111.

For out-of-court settlement of consumer disputes, you can contact

- Office of the Ombudsman of the Czech Insurance Association, Elišky Krásnohorské 135/7, 110 00 Praha 1, phone: +420 602 273 096, www.ombudsmancap.cz,
- Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Praha 2, phone: +420 296 366 360, www.coi.cz.

Who we are and what we do

We are an insurance company. A travel insurance company. We are different because travelling is our life. It has been like that for over 100 years now.

We deal with insurance in the non-life insurance segment. If you are interested in how we are doing, go to www.ERVpojistovna.cz/en/mandatory-information.

You can find us at ERV Evropská pojišťovna, a. s., Křížkova 237/36a, 186 00 Praha 8, Czech Republic. Our ID number is 492 40 196 and we are registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1.969.

Our website is at www.ERVpojistovna.cz; you may call us on +420 221 860 860, and email us at any time at klient@ERVpojistovna.cz.

Regardless of the channel of communication you choose, we will speak Czech / English to you.

What principles we follow

Our operations are overseen by the Czech National Bank. We are subject to the law of the Czech Republic, and any disputes are resolved by Czech courts.

The insurance contract that regulates our mutual relationship is mainly governed by the Civil Code and the Insurance terms and conditions.

We also follow the Code of Ethics of the Czech Insurance Association, the Code of Ethics for the Financial Market (www.cap.cz) and ERGO Group's internal policies.

Before setting out on a trip, do not forget to

- Always check basic information on the country you are travelling to and the place you are going to stay at.
- Especially with regard to the COVID-19 illness, thoroughly acquaint yourself with the related currently valid conditions for entry/departure not only from/to the destination, but also from/to destinations in which you will transfer to subsequent transport connections, including conditions of returning home.
- Review the security threats in the country using the ERV travel & care mobile app or at www.ERVpojistovna.cz.
- Go to www.mzv.cz to make sure the Ministry of Foreign Affairs is not urging citizens to reconsider travelling to the area you are going to visit.

- When travelling to exotic countries, check whether you need vaccination against certain diseases.
- Before embarking on a longer trip, go to your doctor for a preventive check and get the necessary medication.
- When travelling to a country with a visa requirement, get the visa from the Consulate of the country concerned in good time.
- Check the validity of your passport (at least 6 months), keep it in the document safe in our mobile app or get a copy of your passport.
- When travelling by car, make sure your driver's licence is valid in the country you are about to visit. Prepare yourself for following different traffic rules.
- We recommend that you register in DROZD - the system for the voluntary registration of citizens of the Czech Republic travelling abroad at www.mzv.cz.
- Mark the luggage with a hidden name tag showing your address, and also place it inside your luggage.
- When travelling by air, use rigid, lockable luggage and make sure to mark it distinctly.

During the trip, take good care of your

- Valuables and fragile items (cameras, video cameras, notebooks, jewellery, money, glasses, medication) and have them with you in the cabin when travelling by air.
- For longer flights, keep personal items of everyday use for one day in your hand luggage.
- Carefully inspect your luggage when picking it up from the carrier and claim any damage at the „Baggage (Luggage) Claim“ counter right at the airport.
- When travelling by car, keep all your luggage in the trunk. Never leave any items in the cabin of your car, even if they are concealed from plain sight.
- While abroad, never leave your passport with anyone, even if you are asked to do so for any reason whatsoever. As a last resort, have the police called.
- In exotic countries, avoid using tap water, ice cubes, dairy products, and food sold on the street. Use bottled water, even for cleaning your teeth, and do not swallow water when taking a shower to prevent gastric and intestinal problems and parasite infections.
- At the hotel, keep your valuables, larger sums of money, jewellery and documents in the hotel safe.

In any life-threatening situation contact the local emergency services!

Use our assistance services

Our Euro-Center assistance services provide active assistance 24 hours a day, 365 days a year in English. You can simply contact it via the Moje Evropská mobile app homepage or by calling: **+420 221 860 606**.

You should contact the assistance services regarding any emergency that requires assistance, such as:

- If you need a physician,
- in the event of hospitalisation or medical transport,
- in the event of an accident,
- prior to an early return to the home country,

- in the event of a death of your fellow traveller,
- if your luggage or travel documents are lost or stolen,
- in connection with your personal liability,
- when you need to arrange accommodation and substitute transport.

What can our assistance do for you?

- Provide advice on how to proceed with a claim,
- ensure you are taken care of by highly qualified specialists, wherever you are in the world,
- allow you to avoid having to make direct payments in the event of hospitalisation or complex outpatient treatments by providing a payment guarantee,
- monitor your health condition using a Czech assistance physician,
- ensure one of your relatives is summoned from your home country in the event of your longer hospitalisation,
- organise transport back home or repatriation of remains,
- establish contract with your family back home,
- confirm the payment of damages to a third party,
- help find a legal counsel in the event of damage caused.

What will the assistance need to know from you?

- your name and date of birth,
- what has happened, or what health problems you are experiencing,
- your insurance contract number,
- the place and length of your stay abroad,
- contact phone number.

What you should do in case of an insured event

When cancelling a trip

- Contact us immediately and consult the next steps with us.
- Have your travel agent/service provider issue a cancellation invoice for the tour/service you have purchased.
- The claim should be reported before the scheduled onset of the trip, if possible.

In the case of an illness or injury

- If you are experiencing any health problems, please contact our assistance services before you seek medical attention.
- If you are hospitalized, please inform the assistance services as soon as possible.
- Pay the outpatient treatment expenses in cash and make sure to keep the receipts in order to be reimbursed on your return.
- If you cannot pay the bills in cash, please contact the assistance service.
- If you need medical transport, inform the assistance services in advance.
- Do not pay any bills sent to your address; instead, immediately transmit them to us.
- If you suffer an injury during a car accident, transmit all documents from the authorities in charge of its investigation to us.

When claiming damage to your luggage

- Report stolen luggage to the local police immediately. Then contact our assistance services so that we can help you.

- Request a police report containing, among other things, a list of the stolen items and indicating the time and place of the theft.
- If your car has been broken into, have the police confirm the way in which the car was secured and what parts of the car were damaged during the forceful break-in.
- If your luggage has been damaged during transport, request a PIR report (air transport) or other credible confirmation from the carrier.
- Provide photos documenting the circumstances surrounding the event leading to the damage.
- If the damage or theft occurs at a hotel, request a written confirmation from its operator.
- When reporting damage, always attach the originals of receipts relating to the items you require to be compensated for.

For personal liability

- Never acknowledge personal liability without our consent and immediately inform the assistance services.
- Do not compensate the injured person for the loss incurred, even in part.
- Do not sign any documents, the content of which you do not understand.
- Inform the injured party of your insurance and transmit our contact details to them.
- Try to obtain a written testimony from the injured person and any witnesses.
- Provide photos documenting the circumstances surrounding the event leading to the damage.

In the case of return obstacles

- Contact the assistance service immediately, which will help you arrange accommodation and substitute transport.
- Request confirmation of your quarantine.

Make it easy for yourself to report a claim

In order for us to deal with any claim, we will always require a claim report duly filled in. The easiest way is to report the claim on-line via [ERVpojistovna.cz](https://www.ervpojistovna.cz). With this service, any claim will be settled within 7 business days. For a smooth settlement process, carefully fill in all columns of the online claim report, attach the scanned originals of the documents and provide the most detailed possible description of the circumstances in which the damage occurred. Keep the original documents for possible verification. You may also print the claim report out and send it to us by post.

For smooth reporting of claims, have the appropriate documents ready, e.g.:

- insurance contract,
- medical report,
- receipts,
- medical treatment bills and medication receipts,
- confirmation of the damage incurred issued by the carrier, the police, the hotel, car rental company, etc.,
- attach photos or written testimonies, where available.

For a specific list of documents required for your type of damage, please refer to step 1 of the online report.

We will keep you informed of the progress achieved in investigating the claim and the insurance claim settlement.

Frequently asked questions

Not everyone has the time or the patience to read the lengthy insurance terms and conditions. Therefore, we have created a list of questions and answers, which will provide you with all the essentials you need to know.

Does my insurance cover COVID-19?

Yes, even basic Business Travel coverage includes medical expenses for COVID-19. For both the Europe and World variant, trip cancellation insurance can also be arranged for contracts with negotiation due to your COVID-19 illness. ERV COVID package also applies to situations, where you have to extend your stay abroad because you are unexpectedly and through no fault of your own put in quarantine or fail to meet the health conditions for travelling back home (check-up at the airport, etc.).

Does my age affect insurance?

No, your age does not matter with corporate travel insurance.

Will you insure me if I am pregnant?

Yes, up to 2 months before the scheduled delivery date, we will also cover any treatment or operation related to your pregnancy. The insurance also covers early childbirth and care of the new-born baby. However, your pregnancy must not be diagnosed as risky.

Will I get insured if I am undergoing a long-term treatment?

Yes, you will, the insurance is also available to the chronically ill. However, the condition is that your health status has been stabilised for 6 months before the planned departure, i.e. there have been no medical complications, or changes in medication or treatment regimen during that time. As for trip cancellation insurance, 6 months before arranging the insurance are taken into account.

What does "deductible" mean?

Deductible is a specific amount or percentage you contribute to each claim settled. For example, if your deductible is 20%, on a claim amounting to CZK 10,000, we will pay you CZK 8,000.

Do I have to pay anything if I see a doctor?

If you need medical attention, first contact our Assistance, which will recommend a suitable healthcare establishment. In our network of partner clinics, as a rule, you will not have to pay anything; we will take care of your bill right away. In other establishments, you will mostly have to pay the bill yourself. Contacting the Assistance in a timely manner therefore saves you money, time and trouble.

Will you reimburse me for the fare if I take a taxi to a doctor?

For help in emergency situations, contact our assistance services as soon as possible. If the situation so requires, we will also cover the taxi fare.

Will you also reimburse me for medical air transfer to a hospital?

Yes, in an emergency situation, your air transfer will be reimbursed from your insurance. As the air transfer is provided by our assistance services, you must contact them as soon as possible after the situation occurs.

Does my insurance cover an intervention of the mountain rescue service or rescuers?

Yes, an intervention by the mountain rescue service or rescuers is covered in emergency situations. This does not apply to extraordinary search operations in remote places or in extreme conditions (e.g. in rebel areas, on the open sea, etc.).

Is my luggage insured?

Yes. We will cover damage to your personal effects (luggage) if it occurs as a result of a natural event, a theft provided that the perpetrator had to overcome an obstacle, a robbery, a traffic accident or during air

carriage. Individual items will be compensated at a value of up to 50% of the insurance coverage limit, while items stolen from a car will be compensated at a value equivalent to up to 25% of the limit.

What sports does my insurance cover?

Your travel insurance always covers regular leisure and beach sports and your stay or movement at an altitude of up to 3,500 m above sea level. For a list of specific sports see the end of these insurance terms and conditions.

Does my insurance also cover skiing?

Winter sports engaged in on marked trails and at dedicated places at an altitude of up to 3,500 m above sea level are included in the insurance coverage.

Am I covered if I hit somebody on a ski slope?

Yes. Liability insurance covers damage you inadvertently cause to another person. Do not forget to contact the assistance services.

What is the purpose of trip cancellation insurance?

Trip cancellation insurance provides coverage in case you need to suddenly cancel a reserved flight ticket, accommodation or a tour. The reasons may include, for example, your serious acute illness or injury that requires hospitalisation. The deductible is 20% of the cancellation fees.

How can I buy trip cancellation insurance?

You can take out the insurance within 3 working days after you have booked the first travel service related to your trip or paid for the tour. If you book a travel service or pay for a tour less than 15 days before the departure date, you are required to take out cancellation insurance on the day of booking/payment. If you do not meet the deadlines for taking out insurance, we cannot provide you with insurance payments. In this case, you are entitled to a refund of the premium.

How long am I covered by cancellation insurance?

Cancellation insurance lasts until you start to use your travel service(s) or cross the Czech border. This means, for example, when you check in at an airport or cross a border into a foreign country in your own vehicle.

Does my insurance cover private trips?

The insurance is intended for business trips, but the insurance contract can be arranged to include private trips as well.

Will you cover damage caused by terrorism?

Yes, the medical expenses, assistance service, injury or personal effects insurance also covers acts of terrorism.

Does my insurance apply in dangerous areas?

Go to our website or use our mobile app to make sure the country you are going to does not currently figure in a list of war zones. Your insurance coverage would not apply to such trip at all.

What happens if I do not make it to the airport on time due to a traffic accident?

If you miss your flight / departure you were supposed to take on your trip abroad or back home either due to a traffic accident you were involved in, or due to cancellation or curtailment of public transport lines, we will cover your travel expenses to a place where you will be able to resume your journey.

Does my insurance cover aircraft delays?

Yes. If the means of transport you were supposed to travel with has a delay of more than 4 hours, we will compensate you up to the agreed limit. This does not apply to non-scheduled (charter) airlines or pre-announced strikes.

What terms we use

We tried to be as accurate as possible while writing the text of the insurance terms and conditions. Yet, it may not always reflect every possible scenario. In order to make the text easy to follow, we prepared a glossary of basic terms defining the expressions used.

Closest relatives are your parents and children, i.e. your dependants up to the age of 26. A husband and wife, registered partners and partners who share a common household are also regarded as the closest relatives.

Collective claim is a claim resulting from one event that involves more than 3 of your employees.

Compensation table is a list of physical harm scenarios caused by an injury, on the basis of which we determine the amount of permanent disablement benefits. The table, which is also available on our website, is an integral part of the insurance terms and conditions.

Continued treatment denotes health care that is provided to you following the treatment of an acute illness or injury. Whether we regard the treatment as continued treatment will be decided by the physician of our assistance services after consulting your attending physician.

Deductible denotes an amount you contribute to each claim settled.

Employee refers to a person under a labour-law or similar relationship with an employer, or an entrepreneurial natural person.

Employer refers to a legal entity or entrepreneurial natural person whose employees are covered by the insurance.

Europe means European countries, Mediterranean countries and the Canary Islands. It does not include Russia, Belarus, Ukraine, Moldova and Caucasian countries.

Expedition denotes a pre-organised trip, the purpose of which is to achieve a special sporting or scientific result.

Fellow traveller refers to a person travelling with you, who is named in the same policy, or tour contract.

Fixed-sum insurance denotes insurance under which a predetermined amount is paid to you in the event of a claim. The actual damage worth is irrelevant.

Gross negligence is your top-intensity negligence, which is characterised by a particularly serious dereliction of duty, carelessness and recklessness. This includes not respecting operating rules or instructions (e.g. in water parks, on ski slopes) or not using protective equipment (e.g. pads, helmets, gloves).

Home country refers to the territory of the Czech Republic.

Chronic illness denotes an illness that existed at the time of the conclusion of the insurance contract and that has caused you health complications or has led to a change in medication or your treatment regimen during 6 months prior to your scheduled departure, for cancellation insurance prior to the moment the insurance was taken out. We do not automatically treat incurable diseases as chronic illnesses.

Individual item also denotes a set of your things of a similar or identical nature or use (e.g. a camera with accessories), even though they may not have been bought at the same time.

Injury is a health issue you have suffered due to the sudden action of an external factor or your own physical strength regardless of your will. More serious injuries may be lethal or result in permanent consequences.

Insurance risk denotes a specific situation, during which a claim may occur.

Insurance coverage denotes an amount of money we will pay you on your claim.

Insured event (claim) denotes an accidental event as described in the insurance terms and conditions, which occurred during the insurance term and which establishes our obligation to provide you with insurance coverage.

Insured person denotes the person stated in the insurance contract as the beneficiary of the insurance coverage.

Loss event denotes an event that leads to damage on your part. It may result in the insurance claim settlement.

Loss insurance denotes an insurance, under which we will cover the actual amount of your loss subject to the negotiated limits.

Manual labour denotes any compensated work other than administrative or managerial work.

Natural disaster denotes the devastating action of natural forces. This mainly involves fires, explosions, direct strikes of lightning, storms, floods or area flooding, hail storms, landslides, rocks or earth collapsing, avalanche falls and falls of trees or posts, earthquake, volcanic activity, etc.

Outpatient treatment denotes a treatment provided by a physician, which does not require your hospitalisation.

Personal effects denote luggage and personal items customary to the given purpose of the trip. You may either own these items and take them on your journey or acquire them while travelling. If you have taken out insurance for items belonging to your employer (e.g., a mobile phone, notebook), they are also treated as your personal effects.

Policy is a confirmation of the insurance you have taken out.

Policy holder denotes a person who has entered into an insurance contract with us.

Robbery denotes the appropriation of an insured item with the use of violence or a threat of imminent violence.

Table of insurance coverage limits (table) means an overview of the highest possible amounts that may be paid to you on claims that occur during a single trip abroad in the course of the insurance term. The table also shows specific insurance coverage limits and your deductible on each claim settled.

Terrorism denotes the purposeful use of violence or a threat of violence. It is usually directed against unsuspecting persons and its aim is to incite fear with a view to achieving a political, religious or ideological goal.

Tour denotes a combination of travel services fixed in advance, which the travel agent sells you for an overall price.

Travel service is a particular tourism service (air ticket, ticket, accommodation, car rental, etc.).

Valuables refer to antiquities, jewellery, furs, precious stones and items containing gold or platinum.

We are ERV Evropská pojišťovna, a. s., with our registered office at Křižkova 237/36a, 186 00 Praha 8, Czech Republic. Our ID number is 492 40 196 and we are registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1969.

You refer to the person entering into an insurance contract with us, or the person referred to in the contract as the insured person.

What specific types of insurance cover

(special insurance terms and conditions)

This section describes in detail the types of problems that may be covered by the insurance. The specific scope of your coverage can be found in the table of insurance coverage limits in the introduction to these insurance terms and conditions.

A. Medical expenses

You will find this insurance helpful if you fall ill or are injured while abroad.

If you need medical attention, first contact our Assistance, which will recommend a suitable healthcare establishment. In our network of partner clinics, as a rule, you will not have to pay anything; we will take care of your bill right away. In other establishments, you will mostly have to pay the bill yourself. Contacting the Assistance in a timely manner therefore saves you money, time and trouble.

In the event of hospitalisation, inform our assistance services as soon as possible. Without their consent, do not pay anything to the hospital even if you are prompted to. Otherwise, we may deny or curtail your insurance claim settlement.

Always discuss the use of psychological help in advance with the assistance service. Otherwise, we may reject the insurance claim.

If you receive any bills at your address, do not pay them and direct them to us without undue delay. Otherwise we may deny your insurance claim settlement.

A.1 Medical expenses (loss)

1. The insurance only applies to health care provided by authorised medical personnel, which stabilises your health condition to such an extent that you may continue on your trip or return to your home country. It also covers medical expenses that are strictly necessary in connection with the treatment of COVID-19.
2. If you suddenly fall ill or suffer an accident, we will pay to you or for you the usual, adequate and reasonable expenses for
 - 2.1 medical examination, treatment or surgery,
 - 2.2 plastic surgery should it be necessary within 24 hours of sustaining the injury,
 - 2.3 your stay at a hospital or a clinic, including meals, in a multiple-bed room,
 - 2.4 extension of your stay at the hotel, if approved by us, including meals, until such time as your health condition permits your return to the home country,
 - 2.5 treatment or operation relating to your pregnancy or childbirth up to 2 months before the anticipated delivery date,
 - 2.6 treatment of or operation on a prematurely born baby up to 2 months before the anticipated delivery date.

A.2 Emergency dental treatment (loss)

1. If you suffer from acute dental problems, then as part of your treatment expenses, we will cover, or pay for you, the costs of an outpatient pain-relief dental treatment.

A.3 Physiotherapy (loss)

1. As part of the medical expenses, we will also cover, or pay for you, the costs of a physiotherapy or chiropractic procedure prescribed by your attending physician.

A.4 Hospitalisation benefit (fixed-sum)

1. If you are hospitalized for more than 24 hours during your trip, you will receive compensation for each day (overnight stay) spent at the hospital.

A.5 Psychological assistance (loss)

1. We will also reimburse the usual, appropriate and reasonable costs of psychologist or psychiatrist consultation. This treatment must be recommended by an attending physician and approved by our assistance physician.

What the insurance does not cover

1. We are not obliged to cover
 - 1.1 further treatment if you refuse a relocation determined by our assistance services' physician,
 - 1.2 treatment that, in the opinion of our assistance services' physician, can be postponed until after you return to the home country,
 - 1.3 preventive or control examinations and medical certificates issued,
 - 1.4 treatment that constitutes the purpose of your trip,
 - 1.5 treatment provided outside the network of our partner hospitals, which is markedly more expensive than is usual in the given area.
2. We are not obliged to provide coverage if the necessity of the treatment could be foreseen at the time of negotiating the insurance, with regard to, for example
 - 2.1 treatment or operation of an injury or a disease that occurred before your the departure from the home country,
 - 2.2 treatment or operation of a chronic illness,
 - 2.3 continued treatment of an existing illness or injury.
3. The insurance does not cover your treatment after you return to the home country.
4. In addition, we are not obliged to provide coverage in the case of
 - 4.1 artificially induced termination of pregnancy,
 - 4.2 manufacture and repair of prostheses, orthoses or hearing aids, including the expenses of placing or replacing the same,
 - 4.3 stay at a convalescence home or rehabilitation facility.
5. The authorised medical personnel in charge of your treatment must not be you, a member of your family or a close person.

B. Assistance services

Assistance services guarantee that you will receive emergency assistance while travelling.

In the event of any loss, first contact our Euro-Center Prague Assistance Services, which must agree on the next steps. Otherwise, your claim to insurance coverage may be denied.

If you suffer an injury or become sick, it may be necessary to transport or transfer you to a more appropriate place for a medical treatment. We will select this in order to protect your life and health in cooperation with our assistance service physician. If you do not accept our choice of another place of treatment, we are not obliged to pay for any further treatment that would be inappropriate or purposeless with respect to your condition and would be outside the scope of normal, adequate and reasonable treatment costs.

Always discuss the provision of screened blood with the assistance service in advance. Otherwise, we may reject the insurance claim.

B.1 Active assistance (loss)

1. Active assistance includes advice, provision of information and assistance during your trip. In particular, it will
 - 1.1 provide you with advice as to how to proceed with a claim,

- 1.2 ensure you are taken care of by highly qualified specialists, wherever you are in the world,
- 1.3 allow you to avoid having to make direct payments in the event of hospitalisation or a complex outpatient treatment by providing a payment guarantee,
- 1.4 ensure your health status is monitored by a Czech assistance physician,
- 1.5 ensure one of your relatives is summoned from your home country in the event of your longer hospitalisation,
- 1.6 organise transport back home or repatriation of remains,
- 1.7 establish contact with your family back home,
- 1.8 confirm the payment of damages to a third party,
- 1.9 help find a legal counsel in the event of damage caused,
2. If we provide assistance to you in a matter that is not covered by your insurance, we may claim compensation for the expenses incurred.

B.2 Transportation, relocation and repatriation (loss)

1. If you become ill or suffer an injury during your trip, we will arrange and pay for reasonable expenses of
 - 1.1 ambulance transport in an emergency situation,
 - 1.2 transport to the nearest appropriate health care establishment according to directions of the attending physician,
 - 1.3 transfer to another suitable health care establishment approved by the attending physician,
 - 1.4 relocation to a hospital in the home country approved by the attending physician,
 - 1.5 authorised medical escort, accommodation of the escorting personnel and their meals, transportation and fees, if you are relocated,
 - 1.6 transportation that will allow you to resume your trip after the treatment is completed,
 - 1.7 repatriation to the home country, following the termination of the treatment, if you cannot resume your trip,
 - 1.8 if approved by us, extension of your stay at the hotel, including meals, until such time as your return to the home country is arranged.
2. Any salvage costs you will effectively expend
 - 2.1 to avert an imminent claim or to mitigate its effects, will be reimbursed to you at an amount of up to CZK 1,000,
 - 2.2 to save the lives or health of other persons, will be reimbursed to you at an amount of up to 30 % of the transportation, relocation and repatriation limit.

B.3 Repatriation of remains (loss)

1. If you become ill or suffer an injury during your trip, resulting in your death, we will arrange and pay for the repatriation of your remains in accordance with the applicable legal regulations.

B.4 Funeral expenses (loss)

1. If you become ill or suffer an injury during your trip, resulting in your death, we will arrange and pay for the cremation or burial of your remains in a grave abroad.

B.5 Screened blood provision (loss)

1. In the case of the unavailability of screened blood, resuscitation fluids or sterile medical instruments, we will ensure their delivery to the place of your treatment.

What the insurance does not cover

1. We are not obliged to cover
 - 1.1 transportation, relocation or repatriation by an air ambulance, except for in an emergency situation,
 - 1.2 relocation induced by your fear of poor-quality care or infection,
 - 1.3 repatriation to a country other than the Czech Republic.

C. Escort

In some cases, you may need the assistance of a fellow traveller or close person, i. e. an escort, on your trip.

C.1 Accompanying, summoned escort (loss)

1. If you are bedridden, or hospitalized at your physician's decision during your trip, we will cover reasonable extra expenses for transportation, accommodation, meals and travel insurance, for
 - 1.1 a person of your choice who will stay with you during your treatment as an accompanying escort,
 - 1.2 children under the age of 18, who travel with you and who have also been insured by us,
 - 1.3 a person who, in the event of your death, will stay with your remains and accompany them to the home country.
2. If the attending physician confirms that your hospitalisation will last for at least 5 days, and you are not being accompanied by an escort, we will cover reasonable expenses for transportation, accommodation, meals and travel insurance of
 - 2.1 a person of your choice who will come to you from the home country, stay with you during your treatment and accompany you during your repatriation as a summoned escort,
 - 2.2 a person who will come from the home country in the event of your death and escort your remains to the home country.
3. We will cover the escort's lodging and boarding expenses to the tune of up to half the insurance coverage limit.
4. Only one person may be summoned as an escort at all times.
5. The escort may not take any action and make any decisions relating to the hospitalisation, transport, repatriation of the insured person, etc., without prior approval by the assistance services. Otherwise, we may deny reimbursement of the expenses thus incurred, or claim reimbursement of the costs from the escort.

What the insurance does not cover

1. We are not obliged to cover
 - 1.1 the return journey of the accompanying escort if they commence the journey more than 2 days after the end of their escort assignment,
 - 1.2 lodging and boarding of the accompanying escort once they are replaced by a summoned escort.

D. Injury

This insurance covers situations where, during your trip, you suffer an injury with permanent or fatal consequences or when you are incapacitated for work due to any injury.

In case of an injury seek immediate medical attention, remain in the care of the physician, follow their instructions and inform our assistance services without undue delay.

D.1 Permanent disablement (fixed-sum)

1. We will provide insurance coverage if you suffer an injury during your trip that will result in at least 5% permanent disablement in accordance with the compensation table.
2. The final consequences of your injury must be determined by a physician at the latest within 3 years of the injury.
3. Depending on the type and extent of the permanent disablement, we will pay to you a percentage of the insurance coverage limit in accordance with the compensation table.
4. For any parts of the body that have suffered harm in the past, we will deduct from the insurance claim settlement an amount corresponding to the harm.

D.2 Accidental death (fixed-sum)

1. If you die as a result of the direct consequences of an injury you have suffered during your trip within one year, the insurance claim settlement will be provided to the beneficiaries in accordance with the law.
2. If we have already settled your permanent disablement claim with regard to the same injury, we will reduce the claim settlement by the amount paid.

D.3 Aircraft accident (fixed-sum)

1. If you suffer an accident with permanent consequences or death in a plane crash, we will double your insurance claim.
2. In the event of a collective insurance event caused by an air crash, we will reimburse you and other insured persons a total insurance claim of up to six times the limit.

D.4 Sick leave benefit (fixed-sum)

1. If you suffer an injury during your trip, we will compensate you for each day of your sick leave.

What the insurance does not cover

1. We are not obliged to pay for
 - 1.1 permanent disablement not listed in the compensation table,
 - 1.2 permanent disablement or accidental death which constitutes a direct consequence of any illness,
 - 1.3 permanent disablement or accidental death which constitutes a direct consequence of an injury suffered as a result of an illness,
 - 1.4 permanent disablement or accidental death as a result of a hijack of a plane or abduction of people,
 - 1.5 death by drowning.

E. Personal effects

This insurance applies to situations where your personal effects are stolen or damaged during your trip.

Report stolen luggage to the local police immediately. Then contact our assistance services so that we can help you. Request a police report containing, among other things, a list of the stolen items and indicating the time and place of the theft.

If the damage or theft has occurred in an accommodation facility, request a written confirmation from its operator. In addition, submit a request for damages to them and have them confirm the receipt of your request.

If your car has been broken into, have the police confirm the way in which the car was secured and what parts of the car were damaged

during the forceful break-in. Also, get a document attesting to a repair of the part of your vehicle that has been damaged.

If your luggage has been damaged during transport, request a PIR report (air transport) or other credible confirmation from the carrier.

Provide photos documenting the circumstances surrounding the event leading to the damage.

If your travel documents are lost or stolen, inform our assistance services without undue delay. When reporting a claim to us, submit a police report and accommodation bills or bills for the means of transport used.

When you lose cash or traveller's checks in a robbery, we need to prove their ownership and quantity from you, e.g. confirmation from your employer or ATM receipt.

When reporting a claim, always attach the originals of the receipts relating to the items you require compensation for. When reporting a claim online, keep the original documents for verification.

E.1 Personal effects damage (loss)

1. We will cover damage to your personal effects caused by
 - 1.1 a natural event,
 - 1.2 a theft where the perpetrator demonstrably had to overcome obstacles protecting the personal effects from being stolen from an accommodation facility,
 - 1.3 a traffic accident,
 - 1.4 robbery,
 - 1.5 after you have transmitted your personal effects to the carrier against a confirmation,
 - 1.6 after you have placed your personal effects in custody against a confirmation.
2. Individual items will be compensated to the tune of up to a half of the insurance coverage limit, while items stolen from a car or its accessory will be compensated to the tune of up to one quarter of the limit.
3. If your personal effects are stolen from a vehicle or its accessory, we will compensate you to the tune of up to a half of the insurance coverage limit. The above applies provided that the personal effects were hidden from plain sight from outside and the vehicle or its accessory were locked.
4. Audio and video recordings, manuscripts, etc. will be compensated to the tune of up to the price of the medium.
5. In the case of damage to your personal effects, we will cover reasonable expenses for the repair, up to the value of the personal effects right before the claim.
6. In the event your personal effects are stolen or destroyed, we will compensate you with an amount corresponding to the value of the personal effects right before the claim.
7. We determine the value of personal effects right before the claim as the usual current value. If the value cannot be determined in this way, we will use an estimate.
8. With the payment of the insurance coverage claim, the title to the damaged, destroyed or found item passes to us.
9. If you have also received claim settlement under luggage delay insurance, we will reduce the insurance coverage limit for personal effects by the settlement amount.

E.2 Travel documents (loss)

1. If your travel document is damaged, we will cover your reasonable extra expenses for

- 1.1 transport to a place where you may get a replacement travel document,
- 1.2 necessary accommodation on your journey to a place where you may get a replacement travel document,
- 1.3 fees connected with the issue of a replacement travel document.
2. We will cover your expenses for getting your ticket re-issued and your payment cards blocked and a fee for an emergency dispatch of replacement traveller's checks and payment cards.

E.3 Business effects (loss)

1. This category includes work equipment that your employer has entrusted to you for personal use, such as a service mobile phone or a laptop.
2. For information as to whether your insurance also applies to business effects see the table of insurance coverage limits.

E.4 Cash theft (loss)

1. We will reimburse you if you lose cash or traveller's checks in a robbery.
2. In such a case, cash and traveller's checks are not excluded.

What the insurance does not cover

1. We are not obliged to cover
 - 1.1 cash and valuables,
 - 1.2 sport equipment used for sports not covered by your insurance,
 - 1.3 payment cards, traveller's checks, stamps, securities or loss caused by the misuse thereof,
 - 1.4 any damage to your personal effects (scratching, piercing, tearing, soiling),
 - 1.5 commercial merchandise, samples or collections,
 - 1.6 vehicles, crafts and other motor vehicles and their accessories,
 - 1.7 losses caused by strikes or seizures or forfeiture of your personal effects by customs or other authorities,
 - 1.8 losses caused by your detention or imprisonment,
 - 1.9 compensation of the value of items of sentimental value.
2. In addition, we are not obliged to cover
 - 2.1 personal effects stolen from a lockbox,
 - 2.2 personal effects stolen from a tent, caravan or roof-mounted cargo carrier having one of its walls made of a non-rigid material, and from those not fitted with a security lock,
 - 2.3 electronic and optical instruments, dioptric glasses and sunglasses stored in the luggage compartment of an aircraft,
 - 2.4 cost of issuing replacement travel documents, tickets, checks or payment cards during the time they were not properly secured.

F. Luggage delay

You will appreciate this insurance if your luggage does not arrive on time during your trip abroad.

When reporting a claim, submit your air ticket or other travel document, a written document from the airline indicating the reason and length of the luggage delay, and receipts attesting to the essential expenses you have incurred.

F.1 Essential expenses (loss)

1. The claim to insurance settlement starts to apply after your checked luggage is more than 4 hours late on arrival in

a foreign country. In other words, you are not entitled to any insurance claim settlement during the first 4 hours of the delay.

2. For every commenced 4 hours of delay after that, we will cover your extra essential expenses you will provide evidence for, as long as the expenses correspond to the purpose of the trip, especially basic hygiene and clothing.

G. Personal liability

This insurance applies if, during your trip, you cause damage to the health or property of another person.

Once you have caused the damage, contact our assistance services immediately. Otherwise, your insurance settlement claim may be denied.

Give an account of the circumstances of the case, state the names and addresses of the injured persons and any witnesses and submit their written testimonies. Provide photos documenting the circumstances surrounding the event leading to the damage.

Refrain from acknowledging any personal liability without our consent, and do not pay—even only a part—any damages to the injured person. Do not under any circumstances sign any document unless you understand its content.

Inform the injured party of your insurance and transmit our contact details to them.

Where the court or other competent body awards damages, we will only provide the insurance claim settlement after the decision has come into force.

Consult us regarding the use of any legal services and follow our instructions. We have the right to appoint or approve your legal counsel.

We will deduct the costs of legal representation from the relevant personal liability insurance limit.

G.1 Bodily injury (loss)

1. We will provide compensation for any bodily injury you cause to another person during your trip, for which you are responsible under the laws of the country concerned.

G.2 Property damage (loss)

1. We will provide compensation for any property damage you cause to another person during your trip and are responsible for under the laws of the country concerned.

G.3 Legal expenses (loss)

1. We will reimburse the costs previously approved by us for legal representation
 - 1.1 in negotiations on compensation for damage you have caused to someone else,
 - 1.2 in the case of your arrest or criminal charge.
2. If you are convicted of a criminal offense, we are entitled to a cost refund of your legal representation.

G.4 Bail deposit (loss)

1. We will pay for your bail if you are detained by local authorities due to damage or crime caused or if you are threatened with such detention.
2. As soon as the local authorities release your bail, we are entitled to a refund no later than 1 month after your return to the homeland.

G.5 Summone person (loss)

1. We will reimburse reasonable travel expenses for the person of your choice to visit you during your detention lasting more than 48 hours.

What the insurance does not cover

1. We are not obliged to cover damage caused
 - 1.1 while engaging in any work-related or other professional activity,
 - 1.2 to items loaned or rented to you, or placed in your custody,
 - 1.3 to items transmitted to you for use, possession, transport or processing,
 - 1.4 by the use of vehicles, craft or aircraft,
 - 1.5 by information or advice,
 - 1.6 by your own animal or an animal entrusted to you,
 - 1.7 by hunting,
 - 1.8 by transmission of a disease to another person (infection, etc.).
2. In addition, we are not obliged to cover any damage
 - 2.1 acknowledged beyond the framework established by the relevant legal regulations,
 - 2.2 that do not concern harm to health or damage to property (e.g., financial loss),
 - 2.3 for which you are liable to your fellow traveller or one of your closest relatives.
3. The insurance also does not apply to
 - 3.1 mental suffering,
 - 3.2 personal misfortune,
 - 3.3 the price of items of special sentimental value to you,
 - 3.4 unpaid work,
 - 3.5 fines, financial penalties or similar claims.

H. Departure

You will appreciate this insurance if you miss your departure or your flight or if your transport vehicle is delayed.

If you miss your departure, please submit to us a confirmation of your missed departure from your airline, or a police report on your traffic accident or a confirmation from the carrier showing the reason and duration of the delay, cancellation or curtailment of public transportation lines. In addition, attach your unused tickets, accommodation bills and receipts relating to your alternative means of transport.

In the case of delayed departure, provide a confirmation from the carrier showing the reason and length of the delay.

H.1 Missed departure (loss)

1. We will reimburse the extra costs for alternative transport to or from the destination of your journey if you
 - 1.1 miss the departure of the means of transport you were supposed to travel with,
 - 1.2 are forced to use another means of transport due to the missed departure.
2. When this situation occurs abroad, we will also reimburse you for extraordinary accommodation costs.
3. The missed departure must be caused by
 - 3.1 a traffic accident of the vehicle or train you took to get to the place of departure,

- 3.2 cancellation or curtailment of public transportation lines due to a strike that has not been announced in advance, or a natural event,
- 3.3 cancellation or curtailment of public transport lines due to unforeseen action by the carrier, which was not known at the time the ticket was purchased,
- 3.4 delayed departure of the public transport you were supposed to use.

H.2 Delayed departure (fixed-sum)

1. Your claim to insurance settlement starts to apply if the aircraft or other public transportation vehicle you were supposed to take is more than 6 hours late. In other words, you are not entitled to any insurance claim settlement during the first 6 hours of the delay.
2. We will provide compensation for every further 6 hours of the delay.
3. For air traffic, we will also take into account any transfers and the actual landing time.

What the insurance does not cover

1. We are not obliged to cover delays of charter flights.
2. Also, we are not obliged to provide coverage for missed or delayed departures caused by
 - 2.1 yourself or your fellow traveller,
 - 2.2 strikes or other action taken by the carrier or the travel agent that were known before the scheduled departure date.

I. Trip cancellation

Unexpected events may occur between the arrangement of your trip and the actual departure. Some of them may force you to cancel your trip. That is why you may appreciate this specific insurance.

If a situation occurs forcing you to cancel your trip, promptly inform us thereof so that we can advise you on how to proceed in this case. Otherwise, your claim to insurance coverage may be curtailed reasonably.

Cancel your trip as soon as it becomes clear that you will not be able to travel.

When reporting the claim to us, submit documents attesting to the reasons for cancelling your trip, such as a cancellation invoice, tour contract, flight ticket, medical report issued before the trip cancellation containing the date of onset of your condition or accident and the diagnosis, certificate of death, confirmation of ordered preventive quarantine or non-admission to the means of transport or country. At the same time, be able to provide any other documents we may request from you.

The insurance claim settlement paid to you or any other injured persons for all claims reported will not exceed the insurance coverage limit specified in the table. This also applies in the case of conclusion of multiple individual insurance contracts.

I.1 Cancellation fees (loss)

1. If you cannot undertake the trip, we will cover the cancellation fees you will be liable to in relation to the provider of any travel services you have already paid for.
2. We regard the following as the reasons for cancelling a trip
 - 2.1 hospitalisation or confinement to bed following a decision of the attending physician,
 - 2.2 death,

- 2.3 hospitalisation due to pregnancy or the onset of a high-risk pregnancy up to two months before expected delivery,
- 2.4 rape,
- 2.5 COVID-19 illness
- 2.6 other serious verifiable reasons of you or your co-traveller,
- 2.7 serious verifiable health problems of persons who were not supposed to travel with you,
- 2.8 other serious verifiable reasons of persons who were not supposed to travel with you,
- 2.9 situations where you have been ordered a personal preventive quarantine due to a contact with COVID-19 positive person, through no fault of your own, by a decision of the relevant administrative authority or a physician, provided that the quarantine ends on the scheduled departure date at the earliest,
- 2.10 situations where you fail to meet the health conditions for travel at the moment of departure unexpectedly and innocently in connection with COVID-19 (airport check, boarding a means of transport, crossing a national border etc.).
- 3. Cancellation due to COVID-19 is covered only in case of health problems suffered by you or your fellow traveller.
- 4. The serious verifiable reasons must arise without fault of the persons concerned less than 30 days before departure.
- 5. Your deductible for each settled claim is as follows:
 - 5.1 0% for hospitalisation or death,
 - 5.2 20% for all other reasons incl. those related to COVID-19.
- 6. We will pay the cancellation fees of a co-traveller who is not an immediate relative only if that traveller would have to travel alone.
- 7. You can arrange this insurance no later than three working days after ordering the first travel service related to your trip or the payment of the tour.
- 8. If you order a travel service related to your trip or pay your tour less than 15 days before the departure, you have to negotiate the trip cancellation insurance on the day of ordering/payment.
- 9. If you cancel your trip to an area we regard as a risk zone, or where political, sanitary, or other conditions can cause travel concerns, we can reduce the insurance claim settlement by half. We will only do so if there is a clear causal link between the emergency situation at a particular destination and the increased number of cancellations to that destination. We base this mainly on statements by government officials, opinions from health institutions or central administrative authorities, information in the media as well as our own internal data.

What the insurance does not cover

- 1. We are not obliged to pay if
 - 1.1 you, your travel agent or other travel service supplier change your travel itinerary or your plans, which includes changes in the tour/travel service reservation,
 - 1.2 the travel agent or other travel service supplier cancels your trip,
 - 1.3 you cancel the trip before the travel agent does if it is clear the travel agent would cancel the tour anyway,
 - 1.4 you are not granted a leave of absence,
 - 1.5 you are excluded from transport, you are not cleared, etc.
 - 1.6 an important but substitutable person (driver, boat captain, guide, etc.) cannot participate in your trip,
 - 1.7 a co-traveller, who is not a member of your family, cannot participate in your trip,

- 1.8 you do not want to travel to a destination that is not directly threatened by extraordinary circumstances, or these circumstances have no significant impact on the provision of travel services,
- 1.9 there are adverse weather conditions in the destination.
- 1.10 you fail to meet the deadlines for taking out insurance (you are entitled to refund of premiums).
- 2. Other factors we do not consider as eligible reasons for cancelling a trip include
 - 2.1 acute illness or injury which, at the time of the arrangement of the insurance, was being treated or for which examinations required to establish a diagnosis or the treatment method were being conducted,
 - 2.2 your chronic illness,
 - 2.3 an injury you suffer while consciously violating the legal regulations and/or recommendations,
 - 2.4 planned surgeries and examinations,
 - 2.5 blanket quarantine (imposed in your district, city, street etc.).
- 3. The cancellation fees do not include costs that will only be incurred by the service provider as a result of your departure, e.g. insurance, optional excursions, airport taxes.
- 4. The attending physician must not be you, a member of your family or a close person.

J. Travel disruption

You may have to curtail, interrupt or prolong your trip due to serious reasons. That is when you will appreciate this insurance.

If a situation occurs forcing you to curtail, interrupt or prolong your trip, promptly inform us thereof so that we can advise you on how to proceed in this case. Otherwise, your insurance settlement claim may be denied.

When reporting the claim, submit documents that certify the reasons for curtailing, interrupting or prolonging your trip, such as your tour contract, airline ticket, accommodation bill, police report, medical report or death certificate or confirmation of your quarantine. At the same time, provide any other documents we may request from you.

J.1 Travel curtailment (loss)

- 1. In the case of a serious acute illness, injury or death of any person insured under the same insurance and undertaking the same trip, we will cover your return to the home country.

J.2 Travel interruption (loss)

- 1. We will cover your transportation from abroad to the home country, or back, where required, if you are forced to interrupt the trip due to
 - 1.1 hospitalisation of one of your closest relatives or closest colleague,
 - 1.2 death of one of your closest relatives, sibling or grand-parent, your closest colleague or one of the closest relatives of your spouse,
 - 1.3 rape of one of your closest relatives,
 - 1.4 substantial damage to your property, which occurs after your departure provided your immediate presence at the site is demonstrably necessary.
 - 1.5 substantial circumstances, which occur in your office/business in CR after your departure provided your immediate presence at the site is demonstrably necessary.
- 2. We will cover your transport back to the home country if you commence the return journey at least 5 days before the end of the scheduled period of the trip.

J.3 ERV COVID - return obstacles (loss)

1. If you have to extend your stay abroad in connection with COVID-19 through no fault of yours, we will reimburse you for documented extraordinary costs for substitute accommodation and return travel, up to the amount of the insurance coverage limit.
2. In the case of transport, the insurance claim settlement is limited by the price of the airline ticket or economy class ticket or the price of the corresponding level of transport.
3. In the case of substitute accommodation, the insurance claim settlement is limited to the same category of hotel in which you were originally accommodated.
4. The deductible in case of the return obstacles amounts to 20%.

What the insurance does not cover

1. We are not obliged to provide coverage for travel curtailment, interruption or prolongation
 - 1.1 up to 24 hours before your scheduled return,
 - 1.2 which was not approved by our assistance services in advance,
 - 1.3 caused by changes to your travel itineraries or plans,
 - 1.4 if you are not granted visa, etc.,
 - 1.5 if you could have anticipated such travel irregularity prior to your departure.

K. Vehicle

Whether you use your own car or a car rented abroad on your journey from the Czech Republic, there may be situations where you will appreciate this insurance.

When reporting a claim, submit a tow service invoice, police report, accommodation bill, rental agreement with the foreign vehicle rental service, certificate of insurance for the rented car, proof of payment of the deductible, etc. Also, submit any other documents we may request from you.

The limits in the table are per vehicle at all times, regardless of how many people travel in it.

K.1 Towing expenses (loss)

1. The insurance covers the vehicle in which you travel abroad from the home country.
2. If your vehicle becomes immobile due to a breakdown or a traffic accident, we will cover the costs of having it towed to the nearest service facility.

K.2 Substitute transport and accommodation (loss)

1. If your vehicle cannot be repaired on the day it becomes immobile, we will cover your accommodation and travel back to the home country or to a place where you will be able to resume your journey.
2. If your vehicle is stolen abroad, we will follow the same procedure.

K.3 Rent-A-Car accident - deductible (loss)

1. If you cause a traffic accident while driving a rented car abroad, we will cover the deductible you will contribute on the damage incurred.

L. Winter sports (loss)

The number of lovers of winter sports is constantly increasing. If you are one of them, you certainly travel abroad to enjoy these sports. That is when you will appreciate this insurance.

The scope of insurance under these insurance terms and conditions is extended to include winter sports.

The winter sports covered by this insurance are listed in a reader-friendly overview at the end of these insurance conditions.

When reporting a claim, submit documents evidencing the loss incurred, e.g. a travel contract, accommodation bills, police report, medical report, receipts relating to the rental of replacement equipment or an avalanche report. At the same time, you should provide any other documents we may request from you.

N. Security risks

When travelling to certain countries, you will appreciate that our insurance also covers a range of current security risks.

In the event of damages, please contact our assistance service for help without delay. Otherwise, we can deny claim settlement.

Our assistance service will provide you with as much help as the current situation in the area allows.

When reporting a claim, submit a confirmation from the carrier or other credible document proving a hijack and the length of the event, credible evidence of a terrorist act (from the police or another government authority), accommodation or transport receipts, a police report, medical report or proof of incapacity to work. Please also provide us with any other documents which we ask you for.

N.1 Hijack (fixed-sum)

1. We will provide compensation for each commenced 24 hours, during which you will be kept by the hijackers.
2. The insurance only covers a hijack of the transportation vehicle you will use during your trip.

N.2 Travel curtailment - terrorist act (loss)

1. If terrorism occurs or is warned by the authorities within 50 km of your place of residence, we will reimburse you for the extra costs of accommodation and transport back home.

N.3 Evacuation from threatened area (loss)

1. We will reimburse you for the costs of transport to a safe place abroad or to your homeland if we or the Ministry of Foreign Affairs (www.mzv.cz)
 - 1.1 recommend evacuation due to an imminent danger of natural disaster, terrorism, war, hostilities or epidemic,
 - 1.2 denote the area in which you are located as a war zone.
2. We will reimburse you for damage to personal belongings that you were forced to leave in the place of your stay during the evacuation or return to your homeland, up to half of the insurance coverage limit for damage to personal belongings.

N.4 Physical assault benefit (fixed-sum)

1. We will provide you with one-time compensation if you have to be treated or hospitalized after a physical assault.
2. In the case of treatment without the need for hospitalisation or incapacity for work, we will reimburse you half of the insurance coverage limit.

What the insurance does not cover

1. We are not obliged to cover
 - 1.1 ransom or similar payments in favour of the hijackers in connection with your release,
 - 1.2 any payments provided by your employer in connection with the hijack.
2. Furthermore, we are not obliged to pay if your journey back to your homeland
 - 2.1 does not take place within 48 hours after the terrorism or the warning thereof, or
 - 2.2 it starts less than 24 hours before your planned return.
3. We are also not obliged to pay if we or the Ministry of Foreign Affairs (www.mzv.cz)
 - 3.1 denoted the area where you are located as a war zone,
 - 3.2 did not recommend traveling to the area, or
 - 3.3 recommended evacuation or return to your homeland from the area where you are located.
4. The insurance does not cover
 - 4.1 transport or accommodation costs that have not been approved in advance by our assistance service,
 - 4.2 cases when you did not undergo vaccinations available in your home country.

O. Security assistance Crisis Response (loss)

Nowadays, security risks and crisis situations appear even in places where we could not even imagine them before. Feeling threatened, restricted in your freedom, attacked or kidnapped can completely change your plans abroad.

1. Our security assistance will help you in these critical situations:
 - 1.1 abduction,
 - 1.2 unjustified detention,
 - 1.3 blackmail,
 - 1.4 political or military threat,
 - 1.5 disappearance,
 - 1.6 terrorist act,
 - 1.7 assault.
2. Security assistance includes the active involvement of specialized security advisers and the reimbursement of extraordinary expenses, especially for
 - 2.1 emergency evacuation,
 - 2.2 legal representation,
 - 2.3 interpreter,
 - 2.4 security guard.
3. If you are concerned about your safety or in the case of the problems mentioned, immediately contact our assistance service, which will activate the assistance.
4. Security assistance is provided in English. We will arrange a conference call with Czech translation if necessary.
5. This service will be provided by Security Exchange Ltd, a member of The Chelsea Group, with registered office at Hobbs Boat-house, Goring-on-Thames, Reading RG89AB, United Kingdom of Great Britain and Northern Ireland, according to its terms and conditions, which can be found at www.ERVpojistovna.cz.
6. Business conditions are in English.
7. We offer Security assistance on the Czech market as a service, not as insurance.

P. Substitute employee (loss)

1. During your business trip, you may find yourself incapacitated to perform the work activity that was the purpose of the trip, including attending a congress, trade fair, seminar, or training.
2. The reason for incapacity may be your serious illness, injury, hospitalisation or death.
3. We will reimburse reasonable expenses for transportation, accommodation and travel insurance of a substitute worker if, according to your attending physician,
 - 3.1 your inability to perform work exceeds 3 consecutive working days, or
 - 3.2 your inability to attend a congress, trade fair, seminar or training exceeds half of the total time of the event.

When reporting damage, provide us with medical documentation, travel documents for the means of transport used and accommodation bills.

Q. Legal protection D.A.S. (loss)

Q.1 Subject of insurance

1. The subject of insurance is the promotion of legal interests related to personal belongings which you have with you during your foreign business trip, and the promotion of your legal interests, if the incident occurs during the foreign business trip.
2. Legal protection insurance is concluded as co-insurance whereas the lead insurer is ERV pojišťovna, a. s. (hereinafter the "lead insurer") and the co-insurer is D.A.S. Rechtsschutz AG (hereinafter the "co-insurer"). The insured claim is reported to the lead insurer. The handling of insured claims and all related tasks is entrusted to the co-insurer. The administration of co-insurance, reception of premiums and other matters related to legal protection insurance are entrusted to the lead insurer.
3. For the purposes of this section, "we" (in all declinations) or the "insurer" refers to D.A.S. Rechtsschutz AG, Hernalser Gürtel 17, A-1170, Vienna, Austria, ID Number in the commercial register at the Municipal Court in Vienna: FN 53574k, carrying out insurance activities in the Czech Republic through its subsidiary D.A.S. Rechtsschutz AG, Vyskočilova 1481/4, Michle, 140 00 Praha 4, entered in the commercial register at the Municipal Court in Prague under No. A 76832.
4. Where these insurance conditions mention travel insurance, these provisions will apply also to the legal protection insurance regulated in this section.

Q2. Insured claim

An insured claim refers to the following legal incidents, which according to the insurance contract establish our obligation to provide you with insurance indemnification.

1. Compensation of damages

If you apply a claim for compensation of damages, respectively a claim is applied against you for compensation of damages, the insured claim refers to the fact or incident establishing the claim to compensation of damages (damage incident). The moment of occurrence of the insured claim is the moment of occurrence of the damage incident.
2. Defence in criminal, misdemeanour, disciplinary or other administrative proceeding

The insured claim refers to the commencement of criminal prosecution or commencement of misdemeanour proceedings against you for suspicion of committing a crime or misdemeanour within the insurance period. The moment of occurrence of the insured claim is the moment at which you actually or allegedly started committing this crime or misdemeanour.

3. Legal advice

If you require only legal advice, the insured claim refers to the change or expected change of your legal relations, which is the cause of the need for legal advice. The moment of occurrence of the insured claim is the moment when this change occurred or when this expected change became apparent.

4. Ownership right

In the case of ownership right, the insured claim refers to the actual or alleged violation of legal obligations or regulations by you, another party to the legal relationship, the counterparty or third parties. The moment of occurrence of the insured claim is the moment in which such violation started or allegedly started to occur.

5. Repeated violation

Even the long-term, repeated or multiple violation of obligations or regulations is considered to be one insured claim, as defined in the previous provisions of this article, if there is a causal relation between the first and subsequent violations. The occurrence of the insured claim is the first actual or alleged violation.

Q3. Substantive and territorial scope

We will provide you with legal protection in the following areas:

1. Civil law claims

1.1 Application of your justified claims to compensation of damages, based on the provisions on non-contractual legal liability, if you suffer detriment to your health, material or other property damage

1.2 Application of unjustified claims to compensation of damages against you, based on the provisions on non-contractual liability, if you cause a third party detriment to their health, material or other property damage.

2. Criminal and misdemeanour law

2.1 Defence in criminal, misdemeanour, disciplinary or other administrative prosecution/proceeding, which was commenced against you due to an unlawful act related to your business trip.

3. Ownership right

3.1 Defence of your interests in disputes arising in consequence of the unauthorised interference of third parties into your ownership or other substantive rights to personal belongings.

Q4. Insurance indemnification

1. Types of indemnification

Legal protection insurance includes the out-of-court promotion of your justified interests in all the areas to which this insurance applies, as well as the defence of these interests before the courts, Arbitration Court of the Chamber of Commerce of the Czech Republic and Agrarian Chamber of the Czech Republic, and the administrative bodies of all instances. In the case of an insured claim, we undertake to ensure for you

1.1 provision of consulting activities,

1.2 financial payment of the necessary expenses, if these must be purposefully spent in relation to defending your justified interests, namely

1.2.1 reasonable remuneration and expenses of legal representatives,

1.2.2 fees and expenses for court proceedings,

1.2.3 deposit to ensure the compensation of damages or other detriment,

1.2.4 expenses for court-ordered expert opinions,

1.2.5 expenses for expert opinions, if their processing is necessary for the effective evaluation of your justified interest during out-of-court settlement of the case, e.g. verification of chances of success, stipulation of the value of damages, etc.,

1.2.6 expenses for executing a decision, always being the expenses for one petition for execution of a decision for one execution title,

1.2.7 expenses and costs of the counterparty and state, which you are obliged to pay based on the court decision,

1.2.8 your purposefully expended costs for travel to court proceedings, if your presence is ordered by the court,

1.2.9 expenses for the translation of documents, if these need to be expended in relation to defending your justified interests,

1.2.10 other expenses and fulfilment, the spending of which we require purposeful in connecting to handling the insured claim,

1.3 financial guarantees (deposits) paid for the purpose of re-cluding your taking into custody, in the form of an interest-free loan; you are obliged to repay this loan at the moment when the guarantee is returned to you by the court or other authorised body or when any other legally effective decision is made about it.

2. Reasonable remuneration of the legal representative

Reasonable remuneration of the legal representative refers to the remuneration that is usually paid at the given place and time with regard to existing legal regulations defining the value of remuneration, taking into account the character and complexity of legal assistance.

Reasonable remuneration is not concerned if it was agreed between you and the attorney beyond the framework of non-contractual remuneration according to the attorney tariff or similar foreign regulation without our written consent. Reasonable remuneration of the legal representative also does not refer to the contractual remuneration stipulated as a share of the value of the case or result of the case.

3. Legal advice

Consulting activity refers to the provision of a one-off oral or written basic standpoint to the possibilities of solving the insured claim. Legal advice does not refer to the compiling or approval of contracts and other legal documents or submissions.

4. Partial indemnification

If the expenses that must be spent in connection to defending your justified interests are related to legal disputes, part of which belong to the subject of insurance and part of which do not, we will pay these expenses in the ratio of the value of disputed claims belonging and not belonging to the subject of insurance, and in the case of criminal or misdemeanour proceedings in the ratio of the number of acts belonging and not belonging to the subject of insurance.

5. Conditional indemnification
In the event of an insured claim, the policyholder has the right to preclude insurance indemnification in your favour at any time.
6. Insurance indemnification limit
The value of insurance indemnification for one and all insured claims, which occur within one foreign trip during the term of insurance, is limited by the insurance indemnification limit stipulated in the insurance contract. Indemnification for all insured persons within one insured claim is added together, as is indemnification based on several insured claims that are causally related.
7. Decisive moment
The decisive moment for the establishment and existence of our obligation to provide insurance indemnification and for determining the scope of this indemnification is the moment in which the insured claim occurred, in consequence of which indemnification is required.

Q5. Special exclusions

We are not obliged to provide you with insurance indemnification in the following cases:

1. disputes between you and us (i.e. the insurers set out in point 2 of the section Q.1),
2. application of claims which were transferred to us, or which are applied in your name for a third party,
3. disputes from a loan contract concluded orally,
4. drafting and submission of criminal or misdemeanour reports,
5. representation of a witness within individual proceedings,
6. promotion of your interests in insolvency proceedings, both in the position of the debtor and creditor,
7. legal disputes between the co-owners of personal belongings,
8. legal disputes that pertain to the administration and custody of monetary values or to the purchase and sale of securities,
9. legal disputes connected to legal relations in companies, associations, cooperatives, associations of unit owners, unions, foundations and funds, in the area of personality protection, non-property losses according to the act on liability for damages caused in exercising public power by decision or incorrect official procedure, in the capacity of the press law, family, inheritance, labour and financial law, social security law, social and health insurance, and in the area of intellectual property, unfair or economic competition, public contracts, subsidies or public commercial tenders,
10. legal disputes with travel agencies and tour operators,
11. legal disputes between persons insured under the same insurance contract,
12. legal disputes between you and the policyholder,
13. payment of fines, monetary penalties and other sanctions imposed against you, including principal (deposits, guarantees) paid for the purpose of their payment (point 1. of the section Q.4 is not affected),
14. legal disputes concerning vehicles, boats, bicycles and other means of transport or their accessories, as well as real estate.

In the event of a claim

Q6. Reporting an insured claim

1. If you require insurance indemnification in consequence of an insured claim, you are obliged to provide us immediately, completely and truthfully in writing with a clarification of the situation, including relevant arguments to defend your rights and to deliver to us immediately all available references, such as served correspondence, official letters, documentary evidence, contracts, etc.

Q7. Settlement of the insured claim

1. After reporting of the insured claim, we will first investigate the existence of insurance coverage and sufficient chances for the successful handling of the insured claim and we will inform you of the results. If we find the existence of insurance coverage and sufficient chances of successful handling of the insured claim, we will conduct the necessary negotiations with regard to the best possible solving of legal disputes.
2. We will represent you in out-of-court and court matters and we have the right to collect indemnification to which you are entitled, which we will pay to you within 15 days.
3. You are obliged to provide us or our authorised person with written power of attorney to handle your insured claim without undue delay.
4. Apart from cases when the defence of your legal interests is entrusted to a legal representative, we will inform you in adequate time about the course of handling the insured claim. If a legal representative is appointed to handle the case, you will obtain information about development of the matter directly from this legal representative.
5. Without our prior consent, you are not authorised to appoint anybody else to represent you legally in handling the insured claim, with the exception of cases when you would risk damages in consequence of delay. If you violate this obligation, we are authorised to deny or reduce insurance indemnification, depending on what impact this violation had on the scope of our indemnification obligation.

Q8. Authorisation of a legal successor

1. If it appears that despite our provided support, it is necessary to authorise a legal representative to represent you, you have the right to choose a suitable legal representative (attorney, distrainer, notary, etc.), whose office is located at the place of the court or administrative authority with jurisdiction to discuss the matter in the first degree. You can grant power of attorney to such representative only upon our prior consent.
2. If you do not choose a suitable legal representative yourself, we are authorised to appoint a legal representative for you ourselves. You are obliged to grant authorisation to the appointed representative.
3. You are obliged to ensure that our appointed legal representative is regularly informed about the development of your insured claim. For this purpose, you are obliged to relieve the appointed legal representative of the nondisclosure obligation. Before taking important steps related to our expenses, you or your legal representative are obliged to request a promise of insurance indemnification from us. If you or your legal representative violates this obligation, we are authorised to deny or reduce insurance indemnification, depending on what impact this violation had on the scope of our indemnification obligation.

Q9. Evaluation of chances of success

1. If we come to the conclusion that there are insufficient chances of successful handling of the insured claim, we are obliged to inform you of this immediately with statement of the reason, whereas in this case you will not be entitled to insurance indemnification.
2. If you do not agree with our opinion, you can request an expert opinion. For this purpose, you are obliged to inform us of your legal representative for the expert proceedings within 15 days from refusal of indemnification. Within another 15 days, we are obliged to appoint our legal representative to commence expert proceedings.
3. If both legal representatives come to the same conclusion during the expert proceedings, you and we are bound by this decision.
4. The costs for expert proceedings are borne by us or by you, in the ratio of success and failure in the expert proceedings. If the legal successors do not make the same decision or make no decision, each party must bear its own costs.

Q10. Solving disputes arising from legal protection insurance

1. In order to solve disputes arising from legal protection insurance, the policyholder has the right to ask us to conclude an arbitration agreement, and we are obliged to conclude such arbitration agreement according to special legal regulations.
2. If there is a conflict of interest or disagreement when settling the dispute, we are obliged to inform the policyholder about its right to conclude an arbitration agreement according to special legal regulations and the right to resolve the dispute through arbitration proceedings.

3. If the policyholder and insurer agree, it is possible to solve any dispute from legal protection insurance between the insurer and policyholder through expert proceedings according to the section Q.9.

Q11. Obligation to cooperate

1. You are obliged to do everything that could contribute to clarifying the facts of the case. You and your authorised legal representative must preclude anything that could cause an increase of our expenses. During settlement, the issue of expenses must not be arranged less advantageously than what corresponds to the ratio of success and failure in the matter. Therefore, you undertake to not accept any such settlement without our prior consent.
2. You are obliged to provide us with cooperation during out-of-court and court recovery of expended expenses and compensation from the counterparty.
3. You are obliged to refrain from court application of your claims until the decision in potential other proceedings, which may be of importance to the intended court dispute, comes into legal force, or apply with our consent only a part of the claims and not apply the remaining claims until the decision comes into legal force. However, this does not apply if you would risk damages in consequence of delays. This does not affect the final application of your claims in full scope.
4. In the case of violation of these obligations, we are authorised to deny or reduce insurance indemnification, depending on what impact such violation had on the scope of our indemnification obligation.



What general rules of insurance apply (general insurance terms and conditions)

This section lays down further general rules governing our policies.

1. What is travel insurance

- 1.1 Travel insurance provides insurance coverage on individual trips abroad. It covers accidental events related to travel (but never to travel concerns) and the occurrence of COVID-19, which occur during the insurance period, both before embarking on the trip and in its course.
- 1.2 Corporate travel insurance is intended for one-time business trips from the Czech Republic abroad. One trip can take up to 90 days.
- 1.3 Trip cancellation insurance provides you with insurance coverage when you have to cancel your trip or travel-related service for serious reasons.

2. How an insurance contract is formed

- 2.1 The insurance is regulated under Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Act"), and other generally binding legal regulations of the Czech Republic. It is also governed by the present insurance terms and conditions and other provisions of the insurance contract. The latter is governed by Czech law and any disputes are resolved by Czech courts.
- 2.2 An insurance contract will be deemed established between us once you pay the premium.
- 2.3 We will issue a policy for you, stating your name, the names of the other insured persons, the insurance contract number, the insurance coverage and the duration thereof, the amount of the premium and the date of establishment of the contract.
- 2.4 The insurance contract and any legal acts related to the insurance must be provided in writing. This requirement is fulfilled when we communicate electronically or by phone as long as we are able to verify your identity in such communication.
- 2.5 You are required to inform us of any changes to your personal data, including your contact address.

3. How we determine the premium

- 3.1 We determine the premium according to the geographical area, purpose of your trip, and the insurance coverage you choose. For trip cancellation insurance, according to the price of the services in relation to which the insurance is being arranged.
- 3.2 We set the insurance premium for the entire duration of the insurance (one-off premium), and the amount and due date thereof are stipulated in the insurance contract.
- 3.3 One-off premium always belongs to the insurer in full.

4. Where does the insurance apply

- 4.1 Your insurance covers claims that occur within the geographical area agreed with regard to the insurance.
- 4.2 Medical expenses and assistance services insurance does not apply in the territory of the country where you are or should be registered in the health care system in accordance with the local legal regulations.

5. Who can be insured

- 5.1 The insurance contracts states the names of the persons insured. We insure citizens of the Czech Republic as well as foreign nationals.
- 5.2 With corporate travel insurance, we will insure you without age restrictions.

6. When does the insurance commence

- 6.1 Your insurance must be arranged before the commencement of the trip it covers. If the insurance contract is concluded on the day of the commencement of the trip, the hour of its conclusion is indicated in the contract.
- 6.2 Your travel insurance begins and ends the moment you cross the border of the Czech Republic. However, the start may occur at the earliest on the day or hour specified in the insurance contract.
- 6.3 The insurance of your domestic trip begins and ends with its demonstrable start and end. However, the start may occur at the earliest on the day or hour specified in the insurance contract.
- 6.4 The insurance contract indicates the start and the end of the duration of the contract. The contract between us is concluded for one year.
- 6.5 We will automatically extend the term of your insurance for another year unless you communicate to us within 6 weeks before the end of the current insurance term that you are not interested in its renewal for another term. We have the same right.
- 6.6 Trip cancellation insurance is established once the premium is paid and ends the moment you start using the travel service or cross the border of the Czech Republic. It applies only to events that occurred during the insurance period.
- 6.7 We will extend your insurance term by up to 3 months, free of charge, if the attending physician postpones your return to the home country due to an illness or injury.

7. How does the insurance expire

- 7.1 With the lapse of the agreed insurance term.
- 7.2 By mutual consent between you and us.
- 7.3 By withdrawal from the contract, if either you or we submit false information.
- 7.4 By withdrawal from the contract within 14 days of arranging the insurance using means of remote communication, as long as the term of your insurance exceeds one month.
- 7.5 By a notice of termination sent within 2 months of the arrangement date, in which case we will terminate the insurance within 8 days of receiving the notice.
- 7.6 By a notice of termination sent within 3 months of reporting a claim, in which case we will terminate the insurance within 30 days of receiving the notice.
- 7.7 By a notice of termination you will serve within 2 months of establishing that we have violated the equal treatment principles. We will terminate your insurance within 8 days of receiving the notice.

If a notice of termination is served, we will keep the premium paid and you are entitled to settlement on claims that occurred before the termination.

8. How can the insurance be extended

- 8.1 Our travel insurance includes insurance of medical expenses, incl. COVID-19 and assistance services.
- 8.2 The basic insurance may be extended at any time to include other types of insurance suited to the purpose of your trip. Every insured person may arrange a different scope of the extension.
- 8.3 The basic insurance coverage and the extended coverage (e.g. Storno, ERV COVID, Security Assistance Crisis Response) can be found in the table of insurance coverage limits.

- 8.4 Any extension becomes an integral part of the basic insurance contract concerned and is subject to the same rules.
- 8.5 We are entitled to full premium for the extension, even if you arrange it during the term of the basic insurance.

9. What about sports

- 9.1 Basic insurance applies to regular leisure and beach sports as usually engaged in by an average person during their holiday abroad.
- 9.2 Winter sports may also be included in the basic insurance and its extension. For the sports covered by each specific insurance type, see the overview at the end of the present insurance terms and conditions.
- 9.3 It is up to us to assess the degree of risk with regard to specific sports for the purposes of your insurance.
- 9.4 When doing sports, you must adhere to appropriate safety precautions, use functional protective equipment, and possess any authorisations required.

10. What are the factors affecting claim settlements

- 10.1 We will settle your insurance claims as defined under the insurance contract.
- 10.2 If we enter into multiple insurance contracts covering the same insurance risks, we will only settle your claim once.
- 10.3 Your claim settlement will be paid to you within 15 days of the completion of our investigation into your claim.
- 10.4 The settlement amount will be paid to you in the local currency, at the exchange rate of the foreign currency market promulgated by the Czech National Bank on the day of the claim.
- 10.5 If you violate any of the obligations laid down in the insurance terms and conditions or any legal regulations, we may reasonably reduce your settlement amount.
- 10.6 If a trip to a country whose security, health, political or climatic situation may give rise to travel concerns is cancelled, the insurance claim settlement may be reduced by half.
- 10.7 Always provide complete, true and undistorted data when reporting a claim. Otherwise, your insurance settlement claim may be denied in its entirety.
- 10.8 If, during the insurance term, you experience consequences of an event that occurred before its commencement, your settlement claim may be denied.
- 10.9 In terms of transportation, your insurance claim settlement is limited to an economy flight ticket or equivalent transportation class. Our assistance services may approve other type of transport for medical reasons.
- 10.10 We can only provide you with insurance protection and insurance claim settlement if they do not contravene any laws, sanctions, embargoes, prohibitions or restrictions of the Czech Republic, the European Union or the United Nations. The same applies to restrictions imposed by the United States of America, provided that such restrictions do not contravene the regulations of the Czech Republic or the European Union.

11. How are the rights under insurance claim settlements passed on

- 11.1 Your rights vis-a-vis your health insurance company resulting from a claim will pass to us.

- 11.2 If anybody causes you any damage that you may recover, then the right passes to us, up to the amount of the insurance claim settlement we have paid to you.

12. What do you have to do in the event of a claim

- 12.1 Do your best to avert or mitigate the extent of imminent damage.
- 12.2 Let us know as soon as possible that you have incurred damage and provide complete, true and undistorted data on the damage.
- 12.3 Carefully fill in all columns of the online claim report, attach the scanned originals of any documents and provide the most detailed possible description of the circumstances in which the damage occurred.
- 12.4 Provide evidence that the damage occurred during the insurance term.
- 12.5 If you have arranged any similar insurance, tell us the name of the other insurance company.
- 12.6 Make sure that we can apply our claim to damages with a third party.
- 12.7 In the event of harm to your health, grant your consent to us reviewing your medical records, or submit to a medical examination conducted by our physician.
- 12.8 If a police report is necessary to prove the damage, immediately report the damage to the local police.

13. How long do we investigate a claim

- 13.1 We will start investigating a claim immediately after you report it. We are obliged to close the investigation within 3 months. The time limit may be extended by mutual consent.
- 13.2 The time limit for the investigation will be suspended during the time we cannot go on with the investigation due to reasons attributable to you.
- 13.3 If we cannot close the investigation in good time, we will let you know why.
- 13.4 If you provide sufficient evidence for your claim, we will provide an advance on your claim settlement amount.

14. Where and how can you file complaints

- 14.1 Please submit your complaint using the channel that best fits your needs:
- By e-mail at firemni@ERVpojistovna.cz.
 - Via www.ERVpojistovna.cz.
 - By a letter sent to ERV Evropská pojišťovna, a. s., Křižíkova 237/36a, 186 00 Praha 8, Czech Republic.
 - By phone on +420 221 860 860.
- 14.2 You can also complain to the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, Czech Republic, phone: +420 224 411 111.
- 14.3 For out-of-court settlement of consumer disputes, you can contact:
- Office of the Ombudsman of the Czech Insurance Association, Elišky Krásnohorské 135/7, 110 00 Praha 1, phone: +420 602 273 096, www.ombudsmancap.cz,
 - Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Praha 2, Czech Republic, www.coi.cz, phone: +420 296 366 360.

15. How do we modify the insurance terms and conditions

- 15.1 We may unilaterally amend the insurance terms and conditions that apply to already concluded insurance contracts.
- 15.2 In order for any amendment to apply, we must communicate it to you and give you an opportunity to comment on it within 30 days.
- 15.3 If you do not comment within the time limit above, you will be deemed to approve of the amendment.
- 15.4 If you express your disapproval by email or letter, you also have the option to terminate the insurance contract. Your contract will then expire on the day the notice of termination is delivered to us.
- 15.5 Unless you approve an amendment, we may terminate your insurance contract after 30 days from the effective date of the amendment.



What the insurance does not cover (general exclusions)

Before clarifying what your insurance does cover, let us list the instances where it will not provide any coverage. This will typically involve situations where the loss occurs as a result of:

1. Your deliberate action or the deliberate action of other persons prompted by you.
 2. Your gross negligence, which, however, does not apply to liability or legal protection insurance.
 3. Isolated or repeated instances of abuse of alcohol, narcotic or psychotropic substances.
 4. Mental disorder or mental illness including depression.
 5. Contracting AIDS.
 6. Inadvertent events that cannot be prevented regardless of all efforts (e.g. pandemics, epidemics, strikes and other types of suspension of work).
 7. Nuclear leaks or leaks of radiation from radioactive fuel or waste, the effects of nuclear, chemical or biological weapons.
 8. War, civil unrest, declared, or non-declared military action, civil war, invasion, rebellion, revolution, uprising, military coup, or violent usurpation of power.
 9. Trips to areas we have designated as war zones, or in respect of which the Ministry of Foreign Affairs issued a warning prompting citizens to reconsider travelling to that area.
 10. Transport of war related material to areas we have designated as war zones, or in respect of which the Ministry of Foreign Affairs issued a warning prompting citizens to reconsider travelling to that area.
 11. Terrorism and any other violent acts you participate in.
 12. Your participation in excursions to places with extreme climatic or natural conditions and in expeditions (e.g. polar expeditions, desert trips, cave exploration, etc.).
 13. Organisation of any extraordinary events to save your life or to ensure your rescue in remote areas or in extreme conditions (e.g., in rebel areas, mountains, deep forests, in the open sea, in sparsely populated areas).
 14. Your participation in motor racing events or, engaging in motor racing practice.
 15. Flying on board of an air plane or a helicopter, except for flights on board of registered personal aircraft or helicopters as a traveller.
 16. Sports activities other than those expressly covered by your insurance.
 17. Professional sports activities of any kind whatsoever, including practice.
- We are not obliged to provide any insurance claim settlement when:
18. Loss occurs as a result of the original loss.
 19. Accommodation and return travel costs have not been approved by our Assistance in advance.
 20. The damage was caused by the actions of you or your fellow traveller (e.g. insufficient time reserve, commencement of a sentence, non-approval of leave).
 21. There is an entity that is primarily obliged to compensate the damage (e.g. carrier, travel agency, employer, state or public authorities).
 22. You do not, through your own fault, meet the conditions for entry / exit to / from the destination or the conditions of the destination in which the transfer to the connecting transport connection will take place.
 23. There was widespread intervention by a state power or public administration.
 24. The blanket quarantine have been imposed in your district, city, street etc.
 25. You stay for more than 14 days in an area that we marked as a war zone during your stay or the Ministry of Foreign Affairs of the Czech Republic did not recommend travelling to it.
- Other possible coverage limitations under your insurance are specified with regard to specific types of insurance.

What sports we insure

You can find out whether your insurance also covers winter or hazardous sports by consulting the table of insurance coverage limits in the introduction to the present insurance terms and conditions. However, it always covers below listed common sports.

It is up to us to assess the degree of risk inherent in specific sports for the purposes of your insurance. Please contact us; we will be happy to tell you which category your sport falls into.

What sports we consider to be common

Your travel insurance always covers regular leisure and beach sports and your stay or movement at an altitude of up to 3,500 m above the sea level.

- aerobic, aqua aerobic
- badminton
- basketball
- cycling and MTB (except for downhill)
- fishing (including boat fishing)
- floorball
- football
- football-tennis
- golf
- hiking or trekking up to the UIAA1 level of difficulty without using climbing gear
- horseback riding or camel riding – as a leisure activity within a resort
- in-line skating
- kayaking, canoeing up to WW1 and WW2 levels of difficulty
- minigolf
- quad bikes off roads – as a leisure activity within a resort
- rafting, WW1 and WW2 levels of difficulty
- running (road, cross-country running)
- snorkelling
- squash
- summer bob-sleigh riding
- swimming, including winter swimming
- table tennis
- tennis
- via ferrata, A and B levels of difficulty
- volleyball
- water sports – as a leisure activity within a resort – water skiing, scooter or banana riding, parasailing
- windsurfing, surfing
- yachting within 3 km from the mainland
- and other sports involving a comparable degree of risk

What sports we include among winter sports

The basic insurance or its extension may also include winter sports, on designated routes and at dedicated places, at the altitude of up to 3,500 m above the sea level. Winter sports include, without limitation:

- bob-sleigh riding
- cross-country skiing
- mono-skiing
- skibobbing
- skiing
- sledging
- snowboarding
- snowbungeekayaking
- snowtrampoline

- snowtubing
- and other sports involving a comparable degree of risk

What sports we regard as hazardous

The basic insurance or its extension may also include hazardous sports and any stay or movement at an altitude of up to 5,000 m above the sea level.

We also regard as hazardous your one-off participation in a sport competition organised by a school, sports organisation or interest group.

Hazardous sports include namely:

- acrobatic dancing
- ballooning
- bungee jumping
- canyoning
- cyclo-cross
- diving with self-contained breathing apparatus down to a depth of 40 m
- downhill biking in difficult terrain
- equestrian sports with the exception of horse racing
- hiking or trekking (mountain climbing) up to the UIAA3 level of difficulty with the use of appropriate climbing gear
- ice chute bob-sleighbing and sleighbing
- kayaking, canoeing at the W3 level of difficulty
- motor sports on snow, ice or water – as a leisure activity
- paragliding
- powerkiting
- rafting, WW3 level of difficulty
- skialpinism (on skis and splitboards)
- off-piste skiing and snowboarding
- tandem parachute jump
- via ferrata, C level of difficulty
- yachting within 3 to 30 km from the mainland
- and other sports involving a comparable degree of risk

What sports we insure only on an individual basis

This category includes any professional sports activity and participation in sports competitions incl. training for such events.

Non-professional competitions organised with a view to achieving special sporting results may also belong to this category.

Further, the category includes any stay or movement at an altitude above 5,000 m above the sea level, and extreme sports not mentioned above, for example:

- aviation sports (hang gliding, sailing, acrobatics)
- car racing or preparing for such races
- freediving
- heliskiing
- kayaking, canoeing above the W3 level of difficulty
- martial arts and sports
- rafting above the WW3 level of difficulty
- via ferrata, D and E levels of difficulty

Use functional protective equipment, observe safety precautions and obtain the permits required for certain activities. Otherwise, we may reduce your insurance claim accordingly.

This overview forms an integral part of the insurance terms and conditions.

Compensation Table for Assessing the Extent of Permanent Consequences of Injury

The Compensation Table lists permanent consequences of bodily injuries that are covered by our insurance. The table is used by the insurer's reviewing physician to determine the extent of the permanent consequences on the basis of medical reports. The percentages shown in the table represent the share in the insurance benefit limit.

I. Body		B. Foot, leg, hip, paralysis	
A. Hand, arm, shoulder		1) Foot	
1) Fingers		Loss of a foot with a good function of the prosthesis	30%
Loss of all fingers on one hand	50%	Loss of a foot with a poor function of the prosthesis	35%
Loss of a thumb and metacarpal bones	30%	Ankle amputation, the stump capable of supporting the body	15%
Loss of a thumb	25%	Loss of all toes	10%
Loss of half of the thumb tip	8%	Loss of a big toe	5%
Thumb with a stiff phalanx	5%	Immobile ankle joint at the right angle or slight deviation (club foot)	15%
Loss of one finger	10%	Ankle joint - stopped mobility in rotation	5%
Loss of any additional finger	15%	2) Leg	
Loss of the distal phalanx	5%	Loss of one leg	65%
Finger with a stiff phalanx	5%	Above-the-knee or thigh amputation with a good function of the prosthesis	50%
2) Hand, wrist		Above-the-knee or thigh amputation with a poor function of the prosthesis	55%
Loss of one hand	55%	Loss of a tibia (shin) with prosthesis	30%
Inflexibility in a good working position	10%	Contracture in the leg by 3 cm or more	10%
Inflexibility in a poor working position	15%	Immobile knee	25%
Fracture of the radius, healed with dislocation and mild dysfunction	5%	A knee of which flexure capacity is reduced to 90° or less	10%
Radius fracture affecting all fingers from the index finger to the little one, lowering from the hand palm by up to 2 cm	18%	A knee with disturbing laxity	10%
3) Arm		Recurrent dislocation of the kneecap	5%
Loss of an arm	70%	Loss of the kneecap	7%
Upper arm amputation	65%	Well-functioning total artificial kneecap	15%
Forearm amputation	60%	3) Hip	
Unhealed biceps rupture	5%	Immobile hip in a favourable position	30%
Blood clotting in axillary blood vessels	5%	A hip with a strong functional insufficiency	50%
4) Elbow		Well-functioning total hip replacement	10%
Inflexibility in the extended position	25%	4) Paralysis	
Forearm rotation function stopped ("upright position")	20%	Total calf nerve paralysis	10%
Insufficient extension (40° to 90°)	5%	Total femoral nerve paralysis	20%
5) Shoulder		Partial loss of the sciatic nerve movement with good mobility	10%
All mobility counts with the shoulder blade out of place		Partial loss of the sciatic nerve movement with poor mobility	30%
Inflexibility of the shoulder (the arm hanging down along the body)	35%	II. Head	
Lifting up to 90°	15%	A. Face, brain, eyesight, hearing	
Friction and some reduction of mobility	5%	1) Face	
Recurrent dislocation	10%	Loss of teeth (at least 3)	5%
Acromioclavicular (AC) joint dislocation	5%	Scalping	5%
6) Paralysis		Unilateral facial nerve paralysis	10%
Total paralysis of the brachial nerve bundle	70%	Bilateral facial nerve paralysis	15%
Total radial nerve paralysis in the upper arm	25%	Loss of sense of smell	10%
Total ulnar nerve paralysis	30%	Vocal cord paralysis with difficulty speaking	10%
Total medial nerve paralysis, both sensory and motor injuries	35%		
Only in case of sensory injuries	10%		

Paralysis of the trigeminal nerve in the facial area	5%
Permanent scarring - scars with the length of up to 4 cm	5%
Permanent scarring - scars with the length of 4 - 10 cm	7%
Permanent scarring - scars longer than 10 cm	9%
2) Brain	
Mild dementia	15%
Moderate dementia	25%
Severe dementia	50%
Post-concussive syndrome	8%
3) Eyesight	
Loss of one eye	40%
Loss of both eyes	100%
Loss of vision in one eye	25%
Loss of vision in both eyes	100%
Loss of binocular vision	15%
Vision field loss (hemianopsia)	40%
Loss of vision in one eye with the possibility of improvement after surgery	18%
Double vision	10%
4) Hearing	
Hearing loss in one ear	10%
Hearing loss in both ears	75%
Loss of the outer ear	10%
III. Spine, neck and spinal cord	
1) Spine	
Limitation in spinal mobility, mild degree	8%
Limitation in spinal mobility, moderate degree	16%
Limitation in spinal mobility, severe degree	25%
Post-traumatic spinal or spinal cord or spinal root injury of mild degree	25%
Post-traumatic spinal or spinal cord or spinal root injury of moderate degree	40%
Post-traumatic spinal or spinal cord or spinal root injury of severe degree	80%
Mobility limitation - a corset required	8%
Consequences of a prolapsed disc	12%
2) Neck, cervical spine	
Loss of voice	20%
Condition after tracheal injury with permanently inserted cannula	35%
Condition after tacheotomy with permanently inserted cannula	50%
Mobility limitation - a reinforcing collar required	12%
Shooting pain - root irritation	12%

3) Spinal cord injury	
Mild permanent consequences without bladder changes (likely bedwetting) - objectively determinable neurological symptoms on a mild scale	20%
Mild permanent consequences with bladder changes (likely bedwetting) - objectively determinable neurological symptoms on a mild scale	25%
Other permanent consequences without urinary bladder symptoms	30%
Other permanent consequences with urinary bladder symptoms	35%
IV. Heart and lungs	
Cardiopulmonary involvement is assessed taking into account the limitation of functional capacity caused by the disease. For this purpose, the following grouping is used:	
1. No limitation in physical activity	3%
2. Mild limitation in physical activity, the symptoms appear only during strenuous activity	20%
3. Substantial limitation in physical activity, the symptoms appear during little strenuous activity	45%
4. Any form of physical activity causes the onset of symptoms, which can occur even at rest time	70%
FEV between 1.5 and 2 litres corresponds to functional group 2	
FEV of approximately 1 litre corresponds to functional group 3	
FEV 0.5 litre corresponds to functional group 4	
V. Abdominal cavity and pelvis	
Loss of spleen	5%
Loss of one kidney	10%
A well-functioning transplanted kidney	25%
Artificially created bowel outlet, on the outside	10%
Mild incontinence, e.g. urgent urination or bowel movement	10%
Expulsive incontinence	25%
Abdominal hernia, inoperable	20%
Loss of both testicles	10%
Loss of both ovaries before menopause	10%
Urethral stricture in case a dilator needs to be used	15%

How we process personal data

GDPR

We are taking the liberty of informing you about the protection of your personal data, particularly in connection with your arranged insurance coverage. Protection of your privacy and your data is of absolute fundamental importance to us, and therefore we are focusing on ensuring the security of our internal systems as well as careful selection of our partners. We also respect the standards established by the Czech Insurance Association, of which we are members.

Who is the administrator of your personal data

The administrator of your personal data is **ERV Evropská pojišťovna, a. s.**, a joint-stock company with its registered office at Křížkova 237/36a, 186 00 Prague 8 – Karlín, Czech Republic. Our ID No. is 492 40 196, and we are registered in the Commercial Register at the Municipal Court in Prague, Section B, File 1969.

You can contact us using the method you prefer:

- by e-mail to klient@ERVpojistovna.cz,
- by visiting our website www.ERVpojistovna.cz,
- by sending a letter to our address at Křížkova 237/36a, 186 00 Prague 8 - Karlín, Czech Republic,
- by calling us on +420 221 860 860.

Where and how you can ask

We have our own person entrusted with ensuring protection of personal data (Data Protection Officer; DPO), whom you can contact with any question regarding the processing of your personal data or with complaints.

You can contact him:

- by e-mail at dpo@ERVpojistovna.cz,
- via the on-line form at the website www.ERVpojistovna.cz,
- by sending a letter to the address of our registered office.

If you have a question, concern or complaint, you can also contact **the Personal Data Protection Office**, Plk. Sochora 27, 170 00 Prague 7 – Holešovice, Czech Republic, tel.: +420 234 665 111, e-mail: posta@uouu.cz, www.uouu.cz.

What types of personal data do we process

For entering into an insurance policy and for insurance claim resolution, we may process your personal data, such as your full name, birth number, date of birth, residential address, phone number and e-mail address. These are essential identification and contact details. If you suffer harm to health, we may also process data relating to your medical condition.

If your data regarding your medical condition will need to be examined to evaluate the insurance risk and its determination, then we will process such data only with your express consent.



Whenever you visit our website, for security reasons all identification data are recorded on our server (IP address) and other information (data, time, viewed page). We do not use Java Applets or Active X Controls.

Our pages use cookies, which can make it easier for you to use our internet services. We use these data solely for statistical purposes, and we guarantee your absolute anonymity. If you wish to block cookies, select the appropriate choice in your web browser (most often in the section Settings -> Privacy). After blocking cookies, you will not be able to use certain functions of our website.

If you send an e-mail via our site that contains details such as your name and e-mail address, we will use that information only for sending information that you have requested. When access to certain pages at www.ERVpojistovna.cz is conditioned upon you providing personal data, we will work with such data only for the purposes of fulfilling our obligations, and we will not use the data for any other purposes.

In order to improve the quality of our services, we record phone calls to our client line with your prior consent. If you do not agree to call recording, you can use other communication channels, such as e-mail or chat.

What are the purposes of personal data processing

We need your personal data so that we can evaluate the insurance risk and arrange an insurance policy, for administration of your insurance policy and related records, sending of insurance policies and/or for examination of an insurance claim or payout of indemnity. All communication with us is monitored and archived, including client calls. Neither arrangement of an insurance policy nor administration of an insurance policy nor resolution of an insurance claim can occur without personal data processing. We may also process your personal data in order to fulfil regulatory requirements for insurance statistics or for development of new tariffs.

Therefore, our processing of data constitutes personal data processing as defined in particular by Act No. 277/2009 Coll., on insurance, and Act No. 89/2012 Coll., the Civil Code. Processing of personal data for direct marketing purposes is our legitimate interest under the GDPR.

Another legitimate interest of ours is processing of your personal data for ensuring IT operations and their security and for prevention and investigation, particularly if there is a suspicion of insurance fraud.

How we store personal data

We store insurance policies with your personal data on the servers of our internal system, and upon request we can provide extracts from them for you.

When arranging insurance coverage electronically, the policy will be entered into in individual steps defined by the technical solution of the on-line system. When insurance data are entered, the system will enable you to identify and correct any potential errors.

What if you refuse to provide personal data

If you refuse to provide personal data, then unfortunately we cannot enter into an insurance policy with you or process your insurance claim.

For how long do we process personal data

We are authorised to store your personal data for the duration of the insurance policy or based on obligations stemming from such policy, but for a maximum of 16 years, after which your personal data will be destroyed. Following the expiration of the regular statute of limitations in accordance with the Civil Code, which is 4 years, your personal data will be pseudonymised in our IT system and archived until their destruction occurs.

Personal data are stored based on statutory archiving requirements, particularly pursuant to tax and accounting regulations.

With whom do we share your personal data

We are entitled to share your personal data with a third party only in exceptional cases, and solely when investigating your insurance claim or administering your insurance policy.

We, our employees or contractual processors, particularly IT service providers, assistance companies, securing parties and/or insurance brokers have access to your personal data.

If you are interested, you can find a complete list of contractual processors, including descriptions of their activities, on our website.

What are automated decisions

Automated decisions/profiling occur in particular when arranging an insurance policy via our on-line system, which is intended to make



the selection and purchase of the best insurance coverage more pleasant and faster.

All automated decisions are based on predefined rules, particularly based on insurance and mathematical calculations.

What are your rights

Upon request, we are obliged to inform you about processing of your personal data or to correct such data.

If you believe that we are processing your data in a manner that violates your privacy or the law, we must either rectify or sufficiently explain the situation. If we do not satisfy your request, you may contact the Czech Personal Data Protection Office.

Whenever your personal data are processed via automated decisions and you have discovered that your data are being processed in a manner that violates your privacy or personal life or in a manner that conflicts with the applicable law, you have the right to raise objections.

You also have the right to deletion (the right to be forgotten), the right to limitation of processing and the right to transferability of data.

If your personal data are processed based on consent that you have granted, you may revoke such consent at any time.

On our website, in the section devoted to personal data protection, you will find:

- [this information](#)
- an overview of all contact details,
- a link to an on-line form, which you can use to ask a question or present a suggestion,
- additional updated information relating to such matters.

<https://www.ervpojistovna.cz/en/information-about-the-website>



ERV Evropská has been voted the **best travel insurance company** by tourism professionals for sixteen years in a row.



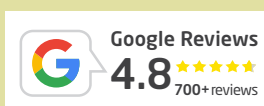
We have won the Association of Czech Insurance Brokers' **Insurance Company of the Year** award fourteen times.



We help, not only on your travels, we support the **Linka bezpečí**, a helpline for children in need.



We insure humanitarians of **People in Need**.



ERV Evropská pojišťovna, a. s.
Křižíkova 237/36a
186 00 Praha 8
phone: 221 860 860
firemni@ERVpojistovna.cz
ERVpojistovna.cz/en

Security Assistance Crisis Response Insurance

(business conditions)

Combined with the insurance policy, this policy contains the full insurance terms, conditions, definitions and limitations.

If the insured shall make any claim knowing it to be false or fraudulent in any respect this Insurance shall become void and all claims hereunder shall become forfeited.

Reference to the insurance policy determines the Limits of Liability, Premium and Period of Insurance that apply.

The insured is requested to read this policy.

If it is incorrect, please return it immediately to ERV Evropská pojišťovna, a. s. for alteration.

Should an insured event occur or if one is believed to have occurred, the notification should be made immediately to the assistance service provided by Euro-Center on +420 221 860 606. In all communications the policy number should be quoted.

In consideration of the payment of the premium by the Insured, the Insurer agrees as follows:

1. Insurance Cover

The Insurer will pay for Crisis Response Expenses, up to the Limit of Liability stated in the insurance policy for any Crisis incurred during the Crisis Coverage Period for managing a Crisis first commencing during the Period of Insurance which directly involves a Covered Traveller. This policy is effective when the insurance policy is signed by an authorised representative of the Insurer.

The aggregate Limit of Liability is the maximum payable during the Period of Insurance for all Crises and all Covered Travellers.

2. Crisis

Crisis means any decisive, unstable or crucial time resulting from an unforeseen Insured Event which has directly caused, or has the potential to cause, serious bodily harm to a Covered Traveller.

Any Crisis or Crises arising out of, based upon or attributable to, related, continuous or repeated Insured Events shall be considered to be a single Crisis for the purposes of this policy.

3. Insured Events

Wherever the following terms or phrases appear in this policy, they shall have the meaning set out in the Definitions:

- 3.1 Kidnapping of a Covered Traveller during a Period of Travel;
- 3.2 Wrongful Detention of a Covered Traveller during a Period of Travel;
- 3.3 Blackmail and Extortion by the threat of violence during a Period of Travel against a Covered Traveller, or their Property, if they do not comply with the perpetrators' demands;
- 3.4 Political Threat during a Travel Period;
- 3.5 Disappearance of a Covered Traveller during a Period of Travel;
- 3.6 Hi-jack from, the unlawful seizure of, or wrongful taking control of, an aircraft, ship, train, road or other vehicle in which a Covered Traveller is travelling, during a Period of Travel;
- 3.7 Act of Terrorism which directly affects a Covered Traveller's safety during a Period of Travel;
- 3.8 Assault, being any malicious act or threat of violence not otherwise covered in items 3.1 to 3.7 above, to a Covered Traveller which causes, or is likely to cause, death or Bodily Injury during a Period of Travel.

4. Crisis Response Expenses

Crisis Response Expenses are those expenses necessarily incurred directly and solely as the result of the management of a potential, actual or threatened Crisis.

- 4.1 Consultant Costs
Fees and costs of the Crisis Consultants appointed by the Insurer with respect to a Crisis.
- 4.2 Extra Expense
Additional costs incurred by the Crisis Consultants, on behalf of the Covered Traveller during the management of the Crisis and in any event within 12 months of the Insured Event.

Extra Expense shall include, but is not limited to, the following expenses incurred as a result of an Insured Event:

- emergency political evacuation costs;
- legal expenses;
- fees and expenses of an independent interpreter;
- costs and relocation travel and accommodation;
- fees for emergency medical care incurred within twelve months of the Insured Event; and
- fees and expenses of security guards temporarily retained solely and directly for the purpose of protecting Covered Travellers where an Insured Event has occurred.

5. Definitions

The following words, when used in this policy, have the meanings set forth below:

- 5.1 Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear of death or bodily injury.
- 5.2 Assault means the robbery or assault of the Covered Traveller by another person using violence which causes Accidental Death, Loss of Eye(s) or Limb(s) and Permanent Total Disablement within twelve calendar months from the date of the Bodily Injury.
- 5.3 Blackmail and Extortion means the making of illegal threats specifically to a Covered Traveller to:
 - kill, injure or abduct a Covered Traveller(s);
 - damage Property; or
 - disseminate, divulge or use Trade Secrets;by persons who then demand a Ransom as a condition of not carrying out such threats.
- 5.4 Bodily Injury means identifiable physical injury caused by an Assault occurring during the Period of Insurance, resulting in Death, Loss of Sight, Loss of Limbs and/or Permanent Total Disablement, within twelve months of the time of Assault.
- 5.5 Crisis Consultants means the Insured as set forth in the insurance policy and authorized by the Insurer to provide emergency assistance to the Covered Traveller within the terms of this policy in connection with an Insured Event.
- 5.6 Crisis Coverage Period means the period of time set forth in the insurance policy, commencing when the Crisis is first reported to the Emergency Exchange Crisis Line.

- 5.7 Disappearance of a Covered Traveller means the complete and unexpected loss of contact with a Covered Traveller by their family or employer during a Period of Travel for a period in excess of 48 hours.
- 5.8 Hi-jack means the illegal holding under duress for a period in excess of six hours of a Covered Traveller whilst travelling on an aircraft, ship, train, road or other vehicle.
- 5.9 Covered Traveller means the registered Traveller of the assistance programme for which this insurance has been purchased by the Insured as specified in the insurance policy.
- 5.10 Insurer means the company set forth in the insurance policy.
- 5.11 Kidnapping means any event or connected series of events involving the seizing, detaining or carrying away by force or subterfuge of one or more Covered Traveller(s) by any third party for the purpose of demanding a Ransom.
- 5.12 Limit of Liability means the amount set forth in the insurance policy.
- 5.13 Loss of Limb means loss by separation of a hand at or above the wrist or a foot at or above the ankle.
- 5.14 Loss of Sight means loss of sight of one or both eyes that is certified by a qualified medical practitioner specialising in ophthalmology and approved by Insurers as being total and irrecoverable.
- 5.15 Period of Insurance means the period of time from the inception date to the expiry date specified in the insurance policy.
- 5.16 Period of Travel means from the time the Covered Traveller travels outside the domicile country of the policy holder as specified in the insurance policy; to the time the Covered Traveller returns to domicile country of the policy holder as specified in the insurance policy, the period being specified in the insurance policy.
- 5.17 Permanent Place of Residence means the domicile of the policy holder as specified in the insurance policy.
- 5.18 Permanent Total Disablement means disablement which entirely prevents an Covered Traveller from attending to every aspect of his normal business or occupation for a period of 12 calendar months and, at the end of such period, is certified by two qualified medical practitioners approved by Insurers as being beyond hope of improvement. If the Covered Traveller has no business or occupation, the disablement must confine him/her immediately and continuously to their place of residence and disable him/her from attending to his/her normal duties.
- 5.19 Political Threat means political and/or military events which have created a situation in which the Covered Traveller is in danger of, or has incurred, Bodily Injury.
- 5.20 Property means buildings (including fixtures, fittings, works of art and other contents), plant and equipment, fixed or mobile (including vehicles), bloodstock and livestock owned or leased by the insured or a Covered Traveller for which the Insured or a Covered Traveller is legally liable.
- 5.21 Ransom means money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property, exchanged for the return of a Covered Traveller who has been kidnapped.
- 5.22 Relative means any person related by blood or related by adoption or marriage or co-habitation, and by any blood relation of any person related by marriage or co-habitation to the Covered Traveller.
- 5.23 Trade Secrets means information (including formulae, patterns, compilations of data, programs, devices, methods, techniques or processes), which:

- are particular to the Insured in the conduct the business; and
- for reasons of their potential commercial value to others, the Insured makes constant and conscious efforts not to disclose any third party

- 5.24 Wrongful Detention means the involuntary confinement of a Covered Traveller by any person(s) acting as agents of, or with the tacit approval of, any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organisation or group.

6. Exclusions

The Insurer is not liable for the payment of any loss directly or indirectly caused by or resulting from:

- 6.1 in respect of Wrongful Detention, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorised and issued required documents and visas, unless the Insurer determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the Covered Traveller;
- 6.2 any Kidnapping or Assault of a Covered Traveller by a Relative or as a result of a domestic dispute;
- 6.3 a Covered Traveller who has had kidnap insurance cancelled or declined in the past;
- 6.4 any Kidnapping of a Covered Traveller who has been kidnapped in the past;
- 6.5 any insured event affecting a Covered Traveller in their permanent place of residence;
- 6.6 the payment of any Ransom;
- 6.7 loss arising as a direct result of the Covered Traveller having travelled to a specific country or to a territory where, prior to their Period of Travel commencing, a bona fide agency of their own Government or the online risk advisory services provided as part of the assistance programme for which this insurance has been purchased, have advised against all but essential travel.
- 6.8 Notwithstanding anything to the contrary contained herein, this insurance does not cover loss consequent on:
- (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
- (b) war in Europe, whether declared or not, other than:
- civil war,
 - any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged
- 6.9 This policy does not cover:
- loss or destruction of, or damage to, any property whatsoever; or any loss or expense whatsoever resulting or arising therefrom; or any consequential loss;
 - any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. Conditions Precedent

It is a condition precedent to recovery under the policy that:

7.1 Due Diligence

The Covered Traveller will exercise due diligence to do all things reasonable and practical to avoid any happening or circumstances covered by this policy and to make all reasonable efforts to mitigate any loss arising as a result of an Insured Event.

8. Conditions

8.1 Notices in the Event of Assault

In the event of a Bodily Injury occurring as the result of an Assault during the Period of Insurance

- the incident must be reported to the Police within 24 hours of the time of the Assault and a Police report obtained; and
- the incident must be reported to Insurers by use of the 24-hour Emergency Exchange Crisis Line contained in this Policy within 7 days of the time of the Assault.

8.2 Notice of Loss

Upon discovery of a potential or actual event or incident which may give rise to an Insured Event or any claim for a payment the Covered Traveller shall contact the 24-hour Emergency Exchange Crisis Line as per 'What to do in a Crisis' attached as soon as practicable and in any case within 24 hours.

8.3 Rights under the Policy

This is an agreement between the Insured and the Insurer, intended for the benefit of Covered Travellers. However, it is not the intention of this policy for Covered Travellers or any other party to have any rights to enforce any of its terms. Any documentation issued by the Insured to Covered Travellers in relation to this policy is the responsibility of the insured.

8.4 Cancellation

This policy may be cancelled by the Underwriters solely as a result of non-payment of premium by the Insured. In such as event, the Underwriters will mail written notice of not less than 30 days of the effective date of cancellation and earned premium due will be calculated on a pro rata basis.

8.5 Changes

Notice to any representative of the Insurer or knowledge possessed by any representative or by any person will not effect a waiver or a change in any part of the policy or stop the Insurer from asserting any right under the terms of this policy nor can the terms of this policy be waived or changed unless agreed to in writing by an authorised representative of the Insurer.

8.6 Choice of Law and Forum

The construction, validity and performance of this policy will be governed by and construed in accordance with the law of England and Wales, and each party agrees to the exclusive jurisdiction of the courts of England and Wales.

8.7 Concealment, Misrepresentation, Non-Disclosure and Fraud

Without prejudice to the Insurer's other rights, howsoever arising, the Insurer reserves the right to void this policy in case of concealment, misrepresentation or non-disclosure by the Insured, whether or not fraudulent, of a material fact concerning this insurance or the procurement thereof.

In case of concealment, misrepresentation or non-disclosure, whether or not fraudulent, by an Covered Traveller, or anyone acting on their behalf, concerning any Insured Event or any

loss or claim under this policy such Covered Traveller forfeits all rights to benefits under this policy.

8.8 Non-Assignment

This policy may not be assigned or transferred without the written consent of the Insurer.

8.9 Notices

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this policy will be in writing and will be given to or made upon either party at its address shown in the insurance policy.

8.10 Severability, Construction and Conformance to Statute

8.10.1 If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is deemed to be severed and to have no effect on any other valid legal and enforceable provision of this policy;

8.10.2 If any provision contained in this policy can be construed as being invalid, illegal or unenforceable for any reason, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law;

8.10.3 Any provisions of this policy which are in conflict with the compulsory provisions of statutes or regulations of the state of country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

8.11 Subrogation

In the event of any payment under the policy, the Insurer will be subrogated to the extent of such payment to all the Insured's rights of recovery. In such case the Insured will execute all documents required and will do everything necessary to secure and preserve such rights including the executions of such documents necessary to enable the Insurer effectively to bring suit in the name of the Insured.

8.12 Insurer's Undue Risk

In the event the Insurer determines reasonably and in good faith that by engaging in consulting services for the Insured, the Insurer's employees or sub-contractors may be subject to undue risk of physical harm emanating from Acts of God or similar circumstances, the Insurer reserves the right to decline to provide consulting services for the Insured.

8.13 Other Insurance

The insurance provided under this policy will be excess over any other valid bond or insurance.

8.14 Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9. Complaints

In the event of a complaint concerning any aspect of this insurance please contact customerservices@securityexchange24.com in writing, quoting the policy number, the Insured's name and the date the insured's policy inception, with full details of the circumstances of the complaint.