

GENERAL INSURANCE TERMS AND CONDITIONS MARCO POLO TRAVEL INSURANCE

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ARTICLE 1
INTRODUCTORY PROVISIONS

1. The travel insurance MARCO POLO (hereinafter only referred to as "travel insurance"), concluded by KOOPERATIVA poisťovňa, a. s., Vienna Insurance Group (hereinafter only referred to as "the Insurer"), is regulated by the respective provisions of Act 40/1964 Coll. Civil Code as amended (hereinafter only referred to as "CC"), General Insurance Terms and Conditions for travel insurance MARCO POLO (hereinafter only referred to as "GITC TI 2021"). GITC TI 2021 shall be applicable for short-term and annual travel insurance.
2. In the event of a conflict between the GITC TI 2021 and a provision of the Insurance Policy, the provisions of the Insurance Policy shall prevail.
3. GITC TI 2021 are an integral part of the insurance policy.

ARTICLE 2
INTERPRETATION OF TERMS

For the purposes of insurance under these Insurance Terms and Conditions, the following interpretation of terms shall apply:

1. **Assistance service**, GLOBAL ASSISTANCE SLOVAKIA, s.r.o., Štefanovičova 4, 811 04 Bratislava 1, Slovak Republic, company ID: 35 903 473, registered in the Commercial Register of the District Court Bratislava 1, Section: Sro, Insert No. 33438/B, phone number: +421 268 202 060, e-mail: travel@globalassistance.sk (hereinafter only referred to as "Assistance service") assistance service is a service available 24/7, provided by a contractual partner of the insurance company on the basis of an outsourcing contract.
2. **Acute illness** is the occurrence of a sudden illness that threatens the health or life of the insured person, which requires necessary and urgent medical care.
3. **Baggage** means the personal belongings of the insured which are owned or co-owned by the insured or are foreign belongings which the insured lawfully uses and which they usually take with them for the purpose of the journey/stay or which they have purchased during the journey, including electronic and optical devices, sporting goods and other items. Luggage does not include personal belongings which the insured has rented or borrowed during the journey.
4. **Luggage compartment** can be:
 - a) in a means of transport. It is a compartment which is separate, enclosed and locked for the carriage of luggage; it is a place distinct from the passenger compartment and cannot be seen from the outside. This also includes: an enclosed, fixed and locked roof rack („cargo box“) of a motor vehicle, a storage box/box inside a locked motor vehicle and another type of lockable box on a motor vehicle (e.g. on a motorcycle), a trailer.
 - b) in a tent. It is a space in a locked tent located in an officially run campsite.
5. **Close relative** is defined as an immediate relative, sibling, spouse, civil partner (provided that they are demonstrably cohabiting with the insured), parents, parents and siblings of the spouse, spouse of the child.
6. **Valuables** means:
 - a) jewellery, precious stones, pearls,
 - b) personal belongings of gold or other precious or fine metals,
 - c) watches,
 - d) furs and fur coats.
7. **Travel document** is a public document by which a citizen proves their identity, citizenship when travelling abroad.
8. **Travel organisation** is a travel office, travel agency or entrepreneur who provides or arranges a travel service within the meaning of generally binding legislation, including foreign travel organisations

authorised to carry out such activities.

9. **Service provider** is a natural person or legal entity that performs work, services or other activities provided or organised by an insurance company's assistance service for an eligible person.
10. **Transport assistance**, provided by Click2Claim s.r.o., Jičínska 1748/8, 1 30 00, Praha 3, company ID: 287 91 215, registered in the Commercial Register of the Municipal Court in Prague, section C, insert 21887, phone number: +420 226 258 015, e-mail: www.click2claim.eu (hereinafter only referred to as "transport assistance") is a service available 24/7. It is provided in the event of irregularity of air, rail and bus transport on behalf and in representation of the Insurer to an authorised person, during the insured journey. Covid assistance and Refund in case of flight cancellation are also provided as part of the transport assistance.
11. **Traffic accident** is an incident in road, air, rail or boat traffic which occurs in direct connection with the operation of a means of transport registered in the States of the European Union. The Insured may be involved in the accident as a crew member of the means of transport or as a person who was not in the means of transport at the time of the accident.
12. **Electronic devices, optical devices and sporting goods** in this product are:
 - a) **electronic devices** - portable audio visual devices, apparatus designed for the recording and transmission of data or the reproduction of sound and/or images, computing apparatus - i.e. a portable computer, its peripheral equipment and accessories, mobile telephones, GPS satellite navigation devices,
 - b) **optical devices** - cameras, video cameras, filming or projection equipment, binoculars, including accessories,
 - c) **sports equipment** - items (tools, protective equipment, etc.), including their accessories, used for the performance of a sporting activity which is included in the programme of the trip (stay) or there is a reasonable expectation that such a sporting activity will be performed by the Insured; including sports and activities belonging to a risk group, if such a risk group is agreed upon in the Insurance Policy.
13. **Epidemic** is the spread of a sudden and massive infectious disease and other diseases in a particular place and time, if such a condition is confirmed by a declaration of a competent national or international authority.
14. **Europe**. Europe means the geographical territory of Europe including Cyprus, Madeira, Morocco, Malta, Turkey, Egypt, Tunisia, Canary Islands, Azores, Balearic Islands
15. **Chronic disease** is a disease that already existed at the time the Insurance Policy was taken out. A chronic illness is also considered to be an illness which has required hospitalisation during the 6 months prior to the conclusion of the Insurance Policy or if the illness has worsened during that period or has caused a substantial change in the use of medication, such as an increase in the dosage.
16. **Bail** is a financial security associated with misdemeanour or criminal proceedings brought against the Insured for an offence or crime of wilful negligence committed by the Insured during the Term of Insurance, provided that such proceedings against the Insured will be accompanied by pre-trial detention or imprisonment.
17. **Theft** means the unauthorised appropriation of someone else's insured baggage (except pickpocketing) by the perpetrator overcoming an obstacle in any of the following ways:
 - a) the place where the item was stored was accessed by the perpetrator by means of tools not intended for its proper opening,
 - b) they entered the place of storage otherwise than through an entrance or opening or an open window,
 - c) they overcame the obstruction by other cunning or violent means.Theft of property in the form of appropriation of another's insured baggage (other than pickpocketing) in the condition under (a) to (c) must be apparent from the investigation carried out by the public authority of the public authority of the State concerned and the decision

- or document issued by that authority in the matter in question.
18. **Doctor** means a competent medical practitioner or specialist who holds the necessary licences and who is not the Policyholder, the Insured, the Beneficiary or a person close to the Policyholder, the Insured, the Beneficiary.
 19. **Limit of indemnity** is the upper limit of indemnity in one insurance period.
 20. **Robbery** is the appropriation of property in such a way that a third person (the perpetrator) has used violence or threats of imminent violence against the Insured, or has taken advantage of the Insured's reduced resistance, as a result of their physical weakening following an accident (not causally related to the conscious ingestion of alcohol, drugs or the abuse of medication) or as a result of any other cause for which they cannot be held liable. The above must be apparent from the investigation carried out by the public authority of the State concerned and the decision given by it.
 21. **Manual labour** means the following:
 - a) Construction and assembly activities (assembly and disassembly of ancillary structures such as scaffolding etc.), requiring movement on site including supervision,
 - b) activities requiring the use of machinery and/or tools in a manufacturing, processing, assembly or repair process (operation and repair or installation of machinery - except computer technology, metal, glass, leather, plastics or stone processing)
 - c) the handling of flammable, caustic, toxic, explosive (including pyrotechnics) or infectious substances, demolition and clean-up of explosives, nuclear work and laboratory work,
 - d) logging and/or timber handling in forestry (woodworking or wood processing), work in the printing industry,
 - e) underground work (tunnelling, mining work), activities requiring movement in the production areas of the metallurgical, mechanical and chemical industries (welding work,
 - f) oil/drilling platform work, work at height (crane work), work on the facades of houses,
 - g) unloading and loading of ships, lorries or other means of transport,
 - h) craft and professional work (bricklayers, carpenters, painters, cooks, waiters, butchers, electricians, electro-mechanics, car mechanics, warehouse work and blue-collar work in agriculture, forestry, including hunting, railway operations, food and textile industries),
 - i) tourism (stewardesses, stewards, lifeguards, mountain guides),
 - j) transport (pilots, drivers, taxi drivers),
 - k) well-digging, boat fishing, sailors, geomorphological work, caving,
 - l) activities of a stuntman, artiste or an active activity of the insured similar to the performance of one of the risk sports (instructor, etc.),
 - m) the activities of safety and security personnel (police officers, soldiers, firefighters, security personnel, prison guards, paramedics, medical personnel, doctors),
 - n) animal care work (groomer, trainer, vet, animal tamer and circus work).
 22. **Health facility** means a facility (hospital) with beds, providing basic and specialised diagnostic and therapeutic care in acute or emergency care beds for the purpose of diagnostic examination, treatment or cure.
 23. **Start of the tour means:**
 - a) for transport organised by the travel organisation of the booked tour - the date, time and place of departure of the means of transport specified by the travel organisation of the booked tour,
 - b) in case of individual transport - the day and time determined by the travel organisation of the booked tour for arrival to the first accommodation facility where the Insured has booked accommodation.
 24. **New value** is the price at which the same or comparable thing, serving the same or comparable purpose, nature, type, quality, can be acquired again at a given time and place as a new thing.
 25. **Appropriation** means theft or robbery.
 26. **Beneficiary** is the person designated under the Insurance Policy who, in the event of an insured event, has the right to the insurance benefit.
 27. **Pandemic** is an epidemic widespread over a large geographical area, of indeterminate timing and virtually unbounded in location, affecting a large number of people over a wide area, declared by the World Health Organization (WHO) to be in a pandemic phase from stage 4 and above.
 28. **Communicable disease** is any disease that can be transmitted by any substance or means, from any organism to another organism if:
 - a) transmissible substance or agent is a virus, bacterium, parasite or other organism, or variants, derivatives or mutations thereof, whether or not they are considered to be alive, and
 - b) transmission between organisms, whether direct or indirect, is effected by, inter alia, air, bodily fluids, from or to any surface or object in solid, liquid or gaseous form, and
 - c) the disease itself, the communicable substance or the agent of transmission causes or is likely to cause damage to or endanger human health or welfare, or causes or is likely to cause damage, deterioration in quality, loss of value, loss of marketability or loss of use of the property, or any loss of opportunity to do business.
 29. **Repatriation** - if the Insured is a citizen of the Slovak Republic, the assistance service will organise and the Insurer will pay the costs of repatriation of the Insured to their home country. In the case of a foreigner, neither the Insurer nor the assistance service is obliged to organise the transport and the reimbursement of the costs shall be provided up to the amount they would be in the case of repatriation to the territory of the Slovak Republic.
 30. **Insured** is the natural person covered by the insurance and named as the Insured in the Insurance Policy in force under the terms and conditions of that Insurance Policy and GITC TI 2021. The Insured and the Policyholder may be the same person.
 31. **Premium** is the contractual price for the insurance protection provided and its amount must be specified in the Insurance Policy.
 32. **Policyholder** is a legal or natural person who has concluded an Insurance Policy with the insurance company and is obliged to pay the insurance premiums. If required by law, they shall pay the premium, including insurance tax.
 33. **Insurance Company KOOPERATIVA, poisťovňa, a.s., Vienna Insurance Group, Štefanovičova 4, 816 23 Bratislava 1, Slovak republic, company ID: 00 585 441, registered in the Commercial Register of the District Court Bratislava 1, Section: Sa, Insert 79/B.**
 34. **Term of insurance** means the period for which the Insurance Policy is concluded. It is bounded by the date of commencement and the date of termination of the insurance.
 35. **Insurance period** is the period of time agreed in the Insurance Policy for which a single premium is paid.
 36. **Indemnity payment** is the payment which the Insurer is obliged to provide if an insured event has occurred; the Insurer shall provide it in accordance with the provisions of the Insurance Policy and the insurance conditions.
 37. **Insured event** is an accidental claim event that occurs during the term of the insurance and to which, according to the GITC TI 2021, the Insurer is obliged to provide an insurance indemnity.
 38. **Insured risk** means the possible causes of damage, which are regulated in the insurance conditions or the Insurance Policy.
 39. **Insurance year** means a period of twelve consecutive months.
 40. **Insured event** means the range of possible events covered by the Insurer's obligation to provide indemnity payment under the conditions set out in the Insurance Policy and in GITC TI 2021.
 41. **Repatriation of the remains** is the transport of the Insured's remains to the territory of the Slovak Republic or, by agreement with the insurance company or assistance service, to another EU Member State.
 42. **Risky sports and activities are:**
 - a) **Water sports:** diving with the use of breathing apparatus to a

- depth of more than 10 metres with or without an instructor (provided that the insured person holds the necessary certificate (authorisation) to operate the activity), with the exception of recreational snorkelling, water paragliding, kitesurfing (windsurfing, surfing), jet skiing, rafting, sport and recreational fishing, diving into the water of all varieties with or without aids (e.g. with parachute), blobbing, canoeing, canoe polo, kneeboarding and wakeboarding.
- b) **Land sports:** American, Australian, Irish football, rugby, field hockey, ball hockey, all types of freeboard (riding the „U ramp“ in the skate park, skateboarding, landkiting, longboarding, mountain boarding, street luge), shooting sports, hunting including exotic wildlife hunting and safaris, sport fencing including historical fencing, paintball, zorbing (all types), sport and recreational riding, firefighting, acrobatic rock and roll, sport gymnastics, pole vault and pentathlon (or modern pentathlon), seven and decathlon, slacking, slamball, trampolining (all types), iron man triathlon, timbersport.
 - c) **Ice sports:** ice hockey, speed skating, figure skating, freeride (snowkiting), sports bobsleighs and sledges, acrobatic skiing, all types of alpine skiing, off-piste skiing and snowboarding, snowcoot (downhill skiing), ski jumping, freestyle skiing (all types), bag jump.
 - d) **Air sports:** sport flying, parachuting (parachuting and skydiving, tandem skydiving), hang gliding (colloquially rogallo), paragliding (including speedflying and speed riding), parasailing (kiting), bungee jumping.
 - e) **Cycling sports:** downhill, cyclocross, cyclotrial, bikros, bike trial, four-cross, figure skating.
 - f) **Hiking and other forms:** caving, canyoneering, alpinism (mountaineering, alpine hiking, alpine climbing), ski mountaineering, mountain hiking (movement in terrain 3000 m or more), **via Ferrata A-F**, hiking only with the accompaniment of a mountain guide, expeditions to places with extreme climatic conditions or vast uninhabited areas (desert, polar regions, open sea), hiking on unmarked routes with no altitude limit, bouldering (rock climbing on small rock formations and artificial rock walls).
 - g) **Motor and motor sports:** covering all rides on land, snow, ice and water, including motorcycles, go-karts, quad bikes and buggy kiting.
 - h) **Martial arts:** all contact martial arts except karate and judo,
 - i) **Other sports** of comparable risk,
 - j) **Any sporting activity** (including non-risky sports) performed competitively at professional and amateur level (including training, training camps and friendly competitions and matches).
43. **Tourism service** is passenger transport, accommodation, motor vehicle hire and other tourism services which are regarded as separate tourism services.
Passenger transport can be carried out e.g. by bus, train, boat or plane. Accommodation is considered a separate tourism service only if it is not a natural part of passenger transport and is not intended for the purpose of accommodation. Hire of motor vehicles or two-wheelers requires a Group A driving licence. Other services may include, for example, guided tours, tickets for concerts, sporting events, ski passes and the hire of sports equipment such as ski equipment, or the provision of visits to wellness facilities, where these are not part of the accommodation.
 44. **Linked tourism service** is a situation where, together with the booking confirmation for a first tourism service, e.g. air or train travel, the traveller receives an offer to book a further tourism service provided at the chosen destination, such as accommodation in an establishment, including a link to the booking website of another service provider or intermediary, and uses this offer within 24 hours.
 45. **Companion** means a person who travels together with the Insured and is mentioned by name and surname or other necessary identification data on the same insurance document or contract of purchase of the trip.
 46. **Deductible** is the amount by which the Insured shares in the indemnity payment, which is specified in the Insurance Policy. The Insurer shall deduct the amount of the deductible from the total amount of the indemnity to which the Insured is entitled under GIRC TI 2021.
 47. **Loss of an item** means a condition where the insured has lost the ability to dispose of the item without any fault of another.
 48. **Sublimit** is the part of the sum insured agreed in the Insurance Policy as the maximum amount of compensation that the Insurer will pay for all claims incurred during one insurance period to which the sublimit applies according to the agreed scope of insurance specified in the Insurance Policy. The sublimit does not increase the sum insured.
 49. **Accidental death** in a road traffic accident means death of the Insured as an immediate and demonstrable consequence of an accident in a road traffic accident.
 50. **World** all countries of the world, except SR.
 51. **Terrorist attack** is an act, including the use of force or violence, by any person, group or groups of persons acting alone or for the benefit of, or in association with, any organisation or government, carried out for political, religious, ideological or ethnic reasons, including the intent to influence any government or intimidate the public.
 52. **Technical accident** is an accidental, unforeseeable failure of technical equipment intended for the supply, accumulation or discharge of energy and media necessary for the normal use of the assisted household's dwelling, resulting in an interruption of supply or a leakage of liquids or gases that could cause damage to the assisted household's dwelling to an extent that prevents its normal use or that could subsequently cause personal injury or major damage to the equipment or structural components of the assisted household's dwelling. A technical accident does not include a malfunction caused by the immediate fault of the beneficiary or a third party and a malfunction of mobile technical equipment that is part of the equipment of the assisted household's flat or is located in the assisted household's flat (such as a malfunction of a washing machine, dishwasher, portable heater, etc.).
 53. **Permanent consequences of injury** sustained in a road traffic accident are the permanent consequences of injury to the Insured which have occurred as an immediate and demonstrable consequence of the injury sustained in the road traffic accident.
 54. **Tour participant** means a natural person who is indicated as a tour participant in the tour contract by name and surname, or other necessary identification data.
 55. **Accident** means an unexpected and sudden temporary exposure to external forces or the effects of one's own physical strength, unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, poisons (excluding microbial poisons, immunotoxic substances), which has caused the Insured to suffer involuntary bodily injury or death.
 56. **Home country** means the place of residence or nationality of the Insured or the country where the Insured is a participant in a public health or similar insurance scheme.
 57. **Pickpocketing** is an unlawful act which consists in appropriating another person's property by taking it from a pocket of clothing which the Insured was wearing at the time of the theft, without using physical or psychological violence at the time of the theft.
 58. **Rescue activity** is searching and rescuing a person in distress, providing first aid to a person in distress and transporting them to the nearest means of transport of a medical facility or to a medical facility.
 59. **Rescue service** (hereinafter referred to as „RS“) means a mountain, marine, air, land service or other similar institution engaged in similar activities with competence to perform rescue activities in difficult natural environments. The Insurer will also provide cover in the event of accidents in a vehicle that has crashed or in a building that has collapsed.
 60. **Tour** is a combination of different types of tourism services, such as

accommodation, passenger transport by bus, train, boat or plane, as well as the hire of motor vehicles or certain motorcycles, or other tourism services.

61. **Neglected health care** is when the Insured does not regularly (at least once a year) attend preventive health check-ups such as dental, gynaecological, etc.
62. **Collections** are the deliberate and systematic gathering and preservation or processing of objects of the same kind in the field of nature and human activity, usually specialised according to certain aspects such as type, processing, theme, time, place and origin. A collection is defined as at least 3 items of one kind. Collections may be of fine and applied art, collections of stamps, coins, technical devices and other collectibles.
63. **Compound element** is damage to or destruction of an insured item caused by any of the following perils: fire, explosion, volcanic eruption, direct lightning strike, aircraft crash, fall of trees, poles or other objects, flood, deluge, storm, hail, landslide, rock or earth collapse, avalanche collapse or avalanche, earthquake, weight of snow or ice, impact of a means of transport, shock wave, liquid leaking from water supply facilities. For the purposes of the insurance, a compound element means:
 - a) **Fire** is a fire in the form of a flame which has unwantedly and uncontrollably spread beyond the designated fireplace or has left the designated fireplace and is spreading further by its own power or has been deliberately spread by a third party. Fire shall also mean damage to or destruction of the insured property by the products of fire, extinguishment or demolition of the property or part thereof during the course of fire fighting.
 - b) **Explosion** is a sudden destructive manifestation of the compressive force consisting in the expansion of gases and vapours (a very rapid chemical reaction of an unstable system). An explosion of a pressure vessel (boiler, pipe, etc.) containing compressed gas or vapour is considered to be the rupture of its walls to such an extent that there is a sudden equalization of pressure between the outside and the inside of the vessel.
 - c) **Volcanic eruption** is the release of pressure during the formation of an opening in the earth's crust, accompanied by the discharge of lava or the ejection of ash, gases or other substances.
 - d) **Direct lightning strike** is the immediate mechanical action of lightning energy (atmospheric discharge) or its discharge temperature on the insured property, the effect and consequences of which are clearly identifiable by available technical means.
 - e) **Aircraft crash** means the fall, impact or collapse of an aircraft (powered or unpowered) with its crew, its part or its cargo.
 - f) **Fall of trees, poles or other objects** is such a movement of a body which has the characteristics of a free fall. With destructive effects.
 - g) **Flood** means the inundation of territories by water which has spilled from the banks or levees of watercourses or reservoirs, or which has breached such banks or levees, or the inundation of a territory by water caused by a diminution in the flow of the bed of a watercourse.
 - h) **Deluge** means the creation of a continuous body of water on the earth's surface which has been standing or flowing for a period of time and which has been caused by natural.
 - i) **Storm** is a dynamic action of a mass of air reaching a speed of at least 75 km/h at the place of insurance. If this velocity is not detectable at the place of damage, the Insured must prove that the movement of the air has caused damage to properly maintained buildings or similarly resistant other things in the vicinity of the place of insurance, or that the damage, in the perfect condition of the insured building or the building containing the insured things, could only have been caused by the storm. Damage caused by a storm shall also be deemed to be damage caused by the hurling of another object by the storm at the insured thing.

- j) **Hailstorm** is a phenomenon in which pieces of ice of different shape, size, weight and density formed in the atmosphere fall on the insured item, causing damage or destruction.
- k) **Landslide, rock or earth collapse** is a phenomenon caused by the action of gravity and induced by the disturbance of the long-term equilibrium to which the slopes of the Earth's surface have evolved.
- l) **Avalanche or avalanche slide** is a phenomenon where a mass of snow or ice is suddenly set in motion down a slope into a valley.
- m) **Earthquake** is a natural shock of the Earth's surface caused by movement in the Earth's crust, which reaches at least the 5th degree of the international scale indicating the macroseismic effects of an earthquake (EMS-98) in the place of insurance where the insured event occurred (not in the epicentre).
- n) **Snow or ice load** means the destructive loading of a building structure by snow, frost or ice that exceeds the values specified in the standard.
- o) **Vehicle collision** means the direct collision of a road or rail vehicle or its load with an insured thing or the throwing of an object into an insured thing caused by the direct collision of a vehicle or its load in a traffic accident. It is a condition for the indemnity payment to be granted that the police investigate the insured event.
- p) **Shock wave** is a pressure wave generated by the passage of a supersonic aircraft that has exceeded the speed of sound.
- q) **Leaking plumbing fluid** means water, steam, or heating, air-conditioning, and fire-extinguishing medium that escapes or leaks from a plumbing fixture or heating system, as a result of its failure or damage.

ARTICLE 3 SCOPE OF INSURANCE, INDEMNITY LIMIT

1. The scope of insurance applies to the agreed insurance package specified in the Insurance Policy.
2. According to the GITC TI 2021, one of the following insurance packages can be arranged as part of the travel insurance:
 - a) Prima,
 - b) Optimum,
 - c) Excelent.
3. Travel insurance can be arranged as:
4.
 - a) short-term, which is negotiated for a fixed period, up to a maximum of one year (maximum 365 or 366 days in the case of a leap year),
 - b) annual, which is taken out for a period of one year (maximum 365 or 366 days in the case of a leap year) for repeated trips abroad, while the number of trips abroad during the duration of the insurance is not limited.
5. In the case of short-term travel insurance, it is possible to extend the Insurance Policy a maximum of one time and for a maximum of 30 calendar days.
6. For annual travel insurance, the maximum number of days per trip is determined by the chosen insurance package, i.e.:
 - a) Prima 45 days,
 - b) Optimum 60 days,
 - c) Excelent 90 days.

The insurance does not cover claims that occur after the number of days stated in a) to c).
7. The insurance covers only the practice of non-risky sports (all except risky sports), unless otherwise agreed in the Insurance Policy.
8. The insurance covers trips and stays for the purpose of carrying out non-manual work (all except manual work), unless otherwise agreed in the Insurance Policy.

Chart 1

BASIC INSURANCE			
Subject of insurance and insured risks	PRIMA	OPTIMUM	EXCELENT
INSURANCE OF MEDICAL EXPENSES			
Medical expenses (incl. repatriation):	100 000 €	200 000 €	300 000 €
- acute dental treatment	150 €/1tooth/max.2 teeth	200 €/1tooth/max.2 teeth	250 €/1tooth/max.2 teeth
- replacement dioptric glasses	150 €	200 €	250 €
- rescue service costs	20 000 €	20 000 €	20 000 €
- repatriation of remains	10 000 €	10 000 €	10 000 €
- costs in the event of a terrorist attack	30 000 €	40 000 €	50 000 €
- visiting the sick (accommodation and transport costs)	50 €/NIGHT, MAX.4 NIGHTS + TRAVEL EXPENSES	80 €/ NIGHT, MAX.4 NIGHTS + TRAVEL EXPENSES	100 €/ NIGHT, MAX.4 NIGHTS + TRAVEL EXPENSES
- transport of child/children up to 15 years of age in case of hospitalisation of the insured	1000 €	1500 €	2000 €
- extension of stay (after hospitalisation)	50 €/ night, max.4 nights	80 €/ night, max.4 nights	100 €/ night, max.4 nights
- early return	Organization and travel expenses up to 300 €/ person, 1200 € family	Organization and travel expenses up to 500 €/ person, 2000 € family	Organization and travel expenses up to 700 €/ person, 2800 € family
- representation on a business trip	x	1000 €	1000 €
LEGAL PROTECTION INSURANCE			
Legal protection	12 000 €	12 000 €	12 000 €
- including bail	5000 €	5000 €	5000 €
OTHER SERVICES			
Transport assistance:			
- Covid assistance	✓	✓	✓
- transport irregularity			
- refund in case of flight cancellation			
Arranging financial assistance	No limit	No limit	No limit
Departure missed	x	x	✓
Technical assistance (only in the territory of the SR)			
- organising the technical service	x	x	
- removing the cause of the accident			Actual costs 100 €
ACCIDENT INSURANCE			
Permanent consequences of the injury	x	10 000 €	20 000 €
Accidental death	x	5 000 €	10 000 €
LUGGAGE INSURANCE			
Luggage insurance:		1000 €	1500 €
- personal effects - destruction, damage, loss	x	200 €/1 item	200 €/1 item
- personal documents - loss, theft	x	350 €	350 €
- appropriation/theft, robbery	x	350 €	500 €
LIABILITY INSURANCE FOR DAMAGE			
Health, death	x	x	150 000 €
Damage, destruction or loss of an item			250 €/1 item
RIDERS			
Liability for damage	100 000 €	100 000 €	
Health, death	250 €/1 item	250 €/1 item	x
Damage, destruction or loss of an item			
Risky sports	✓	✓	✓
Manual labour	✓	✓	✓
Cancellation of tour	✓	✓	✓
Inoperable vehicle			
- on-site repair or towing	150 €	150 €	150 €
- accommodation	50 €/night, max.3 nights or travel expenses	80 €/ night, max.3 nights or travel expenses	100 €/ night, max.3 nights or travel expenses
Duration of insurance	1-365/366 days		
	For age over 70 years max 30 days		

Explanations:

✓ Coverage packages and the respective indemnity limits determined as a fixed amount (in €) or as a % of the sum insured.

x Uninsured risk or object insured.

9. The insurance also does not cover any loss, damage, claim, cost or expense of any nature whatsoever, paid or incurred directly or indirectly in connection with:
- a) any coronavirus disease or respiratory syndrome (e.g., COVID-19, SARS-CoV-2) or any communicable disease or the fear or threat (whether actual or perceived) of transmission of any disease, regardless of the cause of its occurrence or the event that contributed to the transmission of the disease, the fear of its transmission, or the threat of transmission of the disease, either simultaneously or in any other sequence, any measures taken or not taken to prevent, suppress, mitigate the consequences in relation to (a) of this paragraph, unless otherwise agreed in the Insurance Policy.

ARTICLE 4

SUBJECT OF INSURANCE

1. Travel insurance applies to the natural person named in the Insurance Policy, namely:
 - a) a citizen of the Slovak Republic (hereinafter referred to as „SR“), who has a permanent or temporary residence in the territory of the Slovak Republic at the time of conclusion of the Insurance Policy,
 - b) a citizen of another state who has been issued a residence permit for foreigners in the Slovak Republic within the meaning of generally binding legislation or
 - c) a natural person who is compulsorily publicly insured in the territory of the Slovak Republic under generally binding legal regulations, or is insured in one of the Member States of the European Union (hereinafter referred to as a „foreigner“).

ARTICLE 5

TERRITORIAL COVERAGE

1. The territorial coverage of the travel insurance is specified in the Insurance Policy. The insurance covers only claims occurring in the territory agreed in the Insurance Policy, which may be Europe or the World, excluding the Insured's home country.
2. Travel insurance is not valid in the territory of a country where the Insured is staying illegally or carrying out work or business activities without a valid permit.
3. In the event of an insured event occurring in the territory of the state where the Insured is a participant of the public health insurance system or a similar health insurance system, the Insurer shall reimburse the beneficiary from the insurance of medical expenses abroad for reasonable and necessary expenses to the extent of the costs of repatriation of the Insured's remains, or their cremation or burial at the place of the insured event, provided that these expenses were incurred with the consent of the assistance service. If such consent has not been given by the assistance service, the Insurer shall reimburse the costs only up to the amount for which the repatriation of the remains or their cremation or burial at the place of the insured event could have been carried out if they had been arranged by the assistance service.

ARTICLE 6

COMMENCEMENT AND TERM OF INSURANCE

1. Travel insurance (with the exception of Trip Cancellation insurance) commences on the date or the date and time (Central European) specified in the Insurance Policy as the commencement of the insurance.
2. Trip Cancellation Insurance is effective on the day following the day on which the insurance premium has been paid in full, provided that the Insurance Policy with Trip Cancellation Insurance has been concluded no later than 2 working days after the day of the binding booking of the trip. Cancellation of the tour shall cease on the date specified in the

Insurance Policy as the commencement of the insurance as stated in the Insurance Policy.

3. The day of the binding booking of the tour is considered to be:
 - a) the date shown on the document confirming the booking of the tour with the tour operator as the date on which the tour was booked or
 - b) the date on which the price, or part thereof, for the booked tour was paid.
4. In case the dates are different, the day of the booked tour is the earlier day.
5. If the Insurance Policy has been concluded more than 2 working days after the date of the binding booking of the tour, the cancellation in insurance of the booked tour does not apply to such service.
6. The Insurance Policy is concluded at the moment of its signing by the contracting parties (the Policyholder and the Insurer) or in the manner specified in paragraph 9.
7. If the day of conclusion of the Insurance Policy is before the day agreed in the Insurance Policy (date) as the beginning of the term of insurance and if the premium has been paid before the beginning of the term of insurance, the insurance begins at 00:00 on the day agreed in the Insurance Policy as the beginning of the term of insurance.
8. If the day agreed in the Insurance Policy as the beginning of the term of insurance is the same as the day of conclusion of the Insurance Policy (date and time), the insurance shall begin at the earliest 3 hours after the conclusion of the insurance, provided that the premium has been paid.
9. The moment of payment of the premium, unless otherwise specified below, shall be deemed to be the day and hour of Central European Time when the full written premium under the Insurance Policy has been credited to the account of the Insurer. The Policyholder shall be obliged to prove to the satisfaction of the Insurer, on request, the date and time of the transfer of the premium from their account to the Insurer's account. If the Policyholder provides credible evidence of the date and time of the transfer of the premium from their account to the Insurer's account, the Insurer shall treat the date on which the premium is debited from the Policyholder's account as the time of payment of the premium.
10. If the Insured was not in the territory of the Slovak Republic at the time of conclusion of the new Insurance Policy (does not apply to the extension of the term of insurance), or is unable to prove this fact, the insurance shall commence on the 5th day after the date of conclusion of the Insurance Policy. In this case, the insurer will not provide indemnity for claims that occur during the waiting period. The waiting period is 5 days from the date of conclusion of the travel insurance. The waiting period does not apply if the new Insurance Policy ensures continuity of the Insured's insurance cover with the Insurer, i.e. if the new Insurance Policy immediately follows another travel Insurance Policy concluded with the Insurer.
11. Travel insurance is taken out for the period specified in the Insurance Policy.
12. In case of the need to extend the stay beyond the period originally agreed in the Insurance Policy, the Insurer may extend the term of insurance at the request of the Policyholder, provided that the stay abroad is immediately related in time to the original term of insurance, if the written or electronic request is received by the Insurer at least 1 day before the end of the original term of insurance.
13. In the case of concluding an Insurance Policy remotely (i.e. concluded by means of remote communication), acceptance of the application for conclusion of the Insurance Policy shall be understood as payment of the insurance premium in the amount specified in the insurance application within fifteen calendar days from the date of submission of the insurance application to the Policyholder by means of remote communication (payment of the premium shall be understood as crediting of the premium in the amount specified in the Insurance Policy to the bank account of the Insurer), otherwise the validity of the insurance

application shall expire upon the expiry of this period and the insurance shall not arise. In case of conclusion of the Insurance Policy remotely - by payment of the premium, the insurance shall commence on the date specified in the Insurance Policy, provided that the payment of the premium is credited in full to the Insurer's account within the time limit referred to in the first sentence of this paragraph. If the date of commencement of insurance specified in the Insurance Policy precedes the date of conclusion of the Insurance Policy (payment of the premium), the parties agree that the rights and obligations of the parties in the period from the commencement of insurance until the conclusion of the Insurance Policy (payment of the premium) shall be governed by the provisions of the Insurance Policy and the insurance terms and conditions specified therein (Preliminary Insurance Cover). For the avoidance of doubt, the Insurer shall not be obliged to provide indemnity for an insured event which the Policyholder or the Insured knew, should have known or could have known at the time of submission of the insurance application that it had already occurred, and the Insurer shall not be entitled to a premium for the period up to the conclusion of the Insurance Policy if, at the time of submission of the insurance application, the Insurer knew, should have known or could have known that the insured event could not have occurred.

14. In the event of conclusion of an Insurance Policy at a distance, if the premium or premium instalment in the amount specified in the insurance application is not credited to the bank account of the Insurer within the time limits specified in paragraph 13, the validity of the submitted insurance application shall lapse and the Insurance Policy shall not come into existence. Any late payment of the premium shall not affect the formation of the insurance and shall not be deemed to be acceptance of the insurance application and the insurance shall not commence.

ARTICLE 7

CHANGE AND TERMINATION OF INSURANCE

1. The Insurance Policy may be amended by written agreement between the Policyholder and the Insurer.
2. The insurance ends at 24:00 CET on the date agreed in the Insurance Policy as the end of the term of insurance, except for the Trip Cancellation insurance, which expires on the date specified in the Insurance Policy as the beginning of the insurance.
3. Travel insurance lapses:
 - a) Upon non-payment of premium pursuant to Civil code,
 - b) the expiry of the term of insurance agreed in the Insurance Policy, i.e. the expiry of the date specified in the Insurance Policy as the end of the insurance, except for the Trip Cancellation Rider. Trip cancellation expires at the moment at which the stay/trip is due to commence,
 - c) written notice of termination by one of the contracting parties within two months from the date of conclusion of the Insurance Policy; the notice period shall be eight days and shall commence at zero hour of the day following the day of delivery of the notice to the other contracting party; upon expiry of the notice period, the insurance is terminated, and the Insurer is entitled to a pro rata) part of the premium corresponding to the duration of the insurance,
 - d) if the premium for the annual travel insurance has not been paid within three months of the date on which it became due,
 - e) if there is no longer a possibility of the insured event occurring,
 - f) by notice given by one of the Parties within one month of the date on which the indemnity payment is provided or refused, the period of notice being eight days and commencing at zero hour of the day following the day on which the notice is delivered to the other Party. Upon expiry of the notice period, the insurance shall terminate, and the Insurer shall be entitled to a pro rata part of the premium corresponding to the duration of the insurance,
 - g) if the Policyholder and the Insurer agree on the termination of

the annual travel insurance policy also during the insurance period, in this case the Policyholder is entitled to the payment of the so called unearned premium, i.e. the premium for the number of months by which the validity of the insurance is shortened, whereby each month of the validity of the insurance, even if it has begun, is counted as a full month. The Insurer has the right to reduce the amount of the unearned premium by the costs incurred in cancelling the insurance,

- h) if the Policyholder is a consumer, he/she is entitled to withdraw from the insurance concluded by means of distance communication without giving any reason by written notice of withdrawal within 14 days from the date of conclusion of the Insurance Policy or from the delivery of information pursuant to Section 4(7) of Act No. 266/2005 Coll. on Consumer Protection for financial services concluded at distance as amended. If the consumer exercises their right to withdraw from an Insurance Policy concluded by means of remote communication, the Insurer is entitled to the insurance premium until the date of delivery of the written withdrawal from the Insurance Policy if the consumer has expressed their prior consent in the Insurance Policy to the provision of insurance protection from the date indicated in the Insurance Policy as the beginning of the insurance. The consumer shall not have the right of withdrawal in the cases referred to in Article 5(5)(b) and (c) of the Consumer Protection Act.

ARTICLE 8

PREMIUM

1. The Policyholder is obliged to pay the premium in one lump sum for the entire agreed insurance period.
2. The premium is fixed for a maximum of one year, i.e. 365 or 366 days in the case of a leap year. The amount of the premium is specified in the Insurance Policy and is set according to the current tariff of the Insurer.
3. If the Policyholder is in default in the payment of the premium, they are obliged to pay to the Insurer interest on late payment for each day of delay according to the generally binding legal regulations.
4. If the Insurance Policy is terminated before the insurance begins, the Insurer will refund the premium paid. The insurance premium is not refunded for Trip Cancellation rider. If the Insured returns from abroad before the expiry of the agreed term of insurance, the Insurer will not refund the premium paid.
5. The insurance is subject to insurance tax pursuant to Act No. 213/2018 Coll. on Insurance Tax and on Amendments and Supplements to Certain Acts.

ARTICLE 9

INDEMNITY PAYMENT

1. In the event of an insured event, the Insurer shall pay the insurance claim up to the limit of indemnity specified in Table 1.
2. The Insurer is obliged to provide the indemnity payment in the event of an insured event occurring during the term of the insurance.
3. The Insurer shall not be obliged to pay the claim if the Insured or the Policyholder acknowledges all or any part of the claim to a third party without the prior consent of the assistance service.
4. The Insurer shall intervene in the rights and actions of the Insured against liable third parties up to the amounts paid under the provisions of the Insurance Policy.
5. All claims arising from one or more directly related causes shall be deemed to be a single insured event.
6. The Insurer shall pay the indemnity to the Insured in euro. Conversion of other currency into euro currency shall be carried out according to the exchange rate list of the European Central Bank valid on the date of the insured event. If the Insured is a foreigner, they may request that

the indemnity be transferred to an account held abroad. In this case, the Insured is obliged to provide the necessary identifiers for crediting the indemnity to their bank account, otherwise the Insurer is not obliged to pay in this way.

7. The indemnity is payable within 15 days after the end of the examination necessary to determine the extent of the Insurer's obligation to pay.
8. If the establishment of a claim depends on the outcome of an investigation by law enforcement authorities, firefighters, etc., the Insurer's investigation cannot be concluded before the law enforcement authorities, firefighters, etc. have delivered their decision to the Insurer.
9. If the investigation cannot be completed within 1 month of the notification of the insured event, the Insurer is obliged to provide the Insured with a reasonable advance payment upon written request.
10. The Insurer has the right to reduce the indemnity payment by the premium due.
11. If the Insurer learns after the insured event that the cause of the insured event is a fact which it could not have discovered when the insurance was arranged and which was material for the conclusion of the Policy due to knowing, false or incomplete answers, the Insurer is entitled to refuse the indemnity payment under the Insurance Policy. Refusal to pay the indemnity shall terminate the insurance.
12. In the event that unreasonable costs are claimed, the Insurer shall be entitled to reduce the insurance indemnity accordingly.

ARTICLE 10 INSURANCE EXCLUSIONS

1. In addition to the general exclusions set out in this article, performance is also excluded in individual articles of the GITC TI 2021 or arising from legislation.
2. The insurance does not cover:
 - a) damage caused by intentional act of the Insured/Policyholder or their close person,
 - b) damage caused by gross negligence, wilful crime, failure to render assistance,
 - c) damage which could reasonably have been foreseen or known to occur at the time of conclusion of the Insurance Policy,
 - d) damage caused by nuclear energy, ionising radiation or radioactive contamination,
 - e) damage in connection with the possession and use of weapons, ammunition, pyrotechnics or explosives,
 - f) damage caused as a result of war, warlike conflicts and war-like events, internal disturbances or repressive interventions by public authorities,
 - g) damage caused by sabotage,
 - h) damage caused as a result of acts of terrorism, unless otherwise provided for in GITC TI 2021,
 - i) damage resulting from suicide, suicide attempt and deliberate self-harm, their consequences and complications,
 - j) damage caused in direct connection with the insured's ingestion of narcotics and other narcotic or psychotropic substances,
 - k) chemical or biological contamination,
 - l) epidemics, pandemics,
 - m) damage caused by driving a motor vehicle,
3. Unless otherwise agreed in the Insurance Policy, the insurance does not cover:
 - a) trips and stays where the insured person performs risky sports and activities,
 - b) manual labour.

ARTICLE 11 TRAVEL INSURANCE CERTIFICATE

The insurance certificate issued to the Insured by the Insurance company serves as a proof to contact the assistance service and transport assistance in the event of an insured event that requires such contact. The loss or theft of this certificate must be reported by the Insured to the Insurer, which is entitled to issue a replacement certificate.

ARTICLE 12 DEDUCTIBLE

1. The Insured shall share in the indemnity by the deductible agreed in the Insurance Policy. The Insurer shall deduct the amount of the deductible from the total amount of the indemnity to which the Insured is entitled, according to all the terms and conditions of the Insurance Policy. If the total amount of the indemnity does not exceed the agreed deductible, the Insurer will not provide the indemnity. If agreed in the Insurance Policy, the deductible may be negotiated in two ways:
 - a) the amount of the chosen percentage of the total amount of the loss (percentage deductible) or
 - b) by fixing a minimum deductible in domestic currency.
64. The Insurer shall deduct the deductible from the indemnity for each claim:
 - the deductible referred to in paragraph 1(a) expressed in domestic currency if the deductible so calculated is higher than the deductible referred to in point (b),
 - the deductible referred to in paragraph 1(b) if it is higher than the deductible referred to in point (a) expressed in domestic currency.
65. If one claim is reported but the nature of the damage indicates that there are two or more claims, the Insurer will deduct the deductible from each of them.

ARTICLE 13 OBLIGATIONS OF POLICYHOLDER AND INSURED

1. The Policyholder and the insured are obliged to:
 - a) for immediate assistance, immediately contact the assistance service or transport assistance available 24 hours a day and follow its instructions,
 - b) answer truthfully and completely all written questions from the Insurer concerning the insurance being arranged or the claim,
 - c) produce, at the request of the Insurer, proof of the time of payment of the premium,
 - d) notify the Insurer in writing without undue delay of any change to the information contained in the Policy,
 - e) to ensure that the insured event does not occur, to comply with the generally binding legal regulations and the obligations set out in the GITC TI 2021,
 - f) take all possible measures to prevent the occurrence of an insured event or to mitigate its consequences,
 - g) at the request of the Insurer, credibly prove that they were in the territory of the Slovak Republic at the time the insurance was arranged,
 - h) comply with the treatment regimen prescribed by the doctor, in particular to respect the doctor's instructions during treatment, not to do anything that could hinder or delay recovery and to provide the Insurer with assistance in monitoring the treatment process,
 - i) at the request and expense of the Insurer, to undergo an examination or examinations by a doctor or doctors or in a medical institution to be determined by the Insurer or the assistance service itself; until the obligation is fulfilled, the Insurer will not provide the indemnity,
 - j) at the request of the Insurer or the assistance service and transport assistance, to release a third person (in particular the attending

- physician) from confidentiality of the facts related to the insured event,
- k) allow the Insurer to intervene in the rights and actions of the Insured Persons against the liable third parties up to the amounts paid under the provisions of the Insurance Policy.
2. The Insured and the Policyholder are obliged to proceed as follows at the occurrence of an insured event (this also applies to the Beneficiary who has the right to the insurance indemnity):
 - a) immediately contact and notify the assistance service of the causes and circumstances of the occurrence of the insured event and take the necessary and expedient measures to prevent the damage from escalating as far as possible,
 - b) within 30 calendar days of the occurrence of the insured event, notify the Insurer in writing on the prescribed form: „Notification of an insured event“ and, at the Insurer’s request, submit any other documents necessary for the determination of the extent of the indemnity,
 - c) to submit to the Insurer a document (ticket, passport, proof of accommodation, or other credible document) on the basis of which it is possible to clearly prove the date of crossing the state border of the homeland to a foreign country or the last stay in the homeland,
 - d) submit to the Insurer photographic documentation (which may also be taken by the Insured) proving the occurrence of the insured event,
 - e) without delay notify the police authorities of the competent State of an insured event arising in circumstances giving rise to suspicion of a criminal offence or an attempt to commit a criminal offence, if the damage suffered is greater than EUR 100, and request a police report
 - f) take care that all particulars are true and undistorted and that no particulars relating to the insured event are withheld,
 - g) to provide all explanations, to cooperate in ascertaining the causes and extent of the claim and to submit to the Insurer the required documents necessary for its settlement,
 - h) submit documents in the Slovak language to the Insurer. If the document is issued in a foreign language other than English, French, German, Spanish, Russian or Czech, to provide, at the request of the Insurer, the original and the corresponding authorised translation into Slovak, which the Policyholder or other person claiming the right to indemnity payment shall provide at their own expense and shall make it possible to procure a copy thereof,
 - i) the Insured must apply to their health Insurer for reimbursement of the costs that can be claimed from the European Health Insurance Card (EHIC) and show the relevant documents to the Insurer, including retrospectively
 - j) immediately notify the Insurer of the other Insurers with which the Insured has an Insurance Policy against the same/similar risks, including the limits of indemnity specified in the Insurance Policies.
 3. When conducting any sports, the Insured shall observe the relevant safety precautions, including the use of prescribed or appropriate protective equipment and equipment necessary for the safe conduct of that activity, in the country.
 4. The provisions of this Article shall remain unaffected by the other obligations of the Policyholder, the Insured or the Authorised Person as set out in the GITC TI 2021.
 5. If a conscious breach of the obligations arising from the contractual arrangement, statutory provisions or GITC TI 2021 had a significant impact on the occurrence of the insured event or on the increase of the extent of the consequences of the insured event, the Insurer shall be entitled to reduce the indemnity according to the impact of the breach on the extent of the Insurer’s obligation to pay the claim.

ARTICLE 14

OBLIGATIONS AND RIGHTS OF THE INSURER

1. The Insurer is obliged to:
 - a) comply with the obligations arising from the Insurance Policy, generally binding legal regulations and GITC TI 2021,
 - b) to maintain confidentiality of the facts relating to the insurance and of the facts which have come to their knowledge during the conclusion of the Insurance Policy, its administration or the settlement of insurance claims. Information about the Insured’s state of health which the Insurer becomes aware of in connection with the insurance may be used only for its own purposes or for the purposes of the assistance service and transport assistance.
2. Upon notification of an insurance claim, the Insurer is obliged to carry out the investigation necessary to establish the extent of the Insurer’s obligation to pay without undue delay and to pay the insurance claim, if a claim has arisen, within the time limit set by the CC.
3. The Insurer undertakes to use all information obtained exclusively for the purposes of the insurance relationship.

ARTICLE 15

ASSISTANCE SERVICE

1. The assistance service is available 24 hours a day, and the beneficiary is obliged to request assistance without delay by calling +421 268 20 20 60. The assistance service provides communication in Slovak, Czech and English.
2. The Insurer provides by means of assistance service:
 - a) arranging the services of a doctor and admission to a medical facility,
 - b) the organisation of the Insured’s cremation in the State where the Insured died or repatriation,
 - c) reimbursement by the Insurer of the costs of necessary telephone calls made by the Insured or other persons with assistance in connection with the insured event or other services provided by the Insurer,
 - d) in the event of a sudden illness or accident of the Insured, information on their state of health and the course of treatment abroad to the person designated by the Insured,
 - e) professional assistance to the Insured in obtaining replacement travel documents in the event of loss or theft,
 - f) reimbursement of the reasonable costs of transporting the Insured from the place of residence abroad to the nearest embassy and back for the purpose of arranging replacement travel documents and also the costs of issuing new travel documents. In the event that they have been lost, stolen or destroyed, up to the sub-limit specified in the limit of indemnity for the insurance of medical) expenses abroad.

ARTICLE 16

TRANSPORT ASSISTANCE

Transport assistance is available 24 hours a day to the beneficiary, who is obliged to request assistance without delay via the telephone number +420 226 258 015. The transport assistance will provide assistance and services as required in the event of irregularities in air, rail, bus transport and refunds in the event of flight cancellations. Transport assistance also provides 24/7 Covid assistance from departure and return destinations. Covid assistance provides up-to-date information and rules for travelling out of the country regarding travel restrictions related to Covid-19, such as the obligation to take a test on entry, quarantine, wearing of face masks, etc. If a test is mandatory, the line assistant will offer the Insured the option of using one of Click2Claim s.r.o. contracted testing partners (transport assistance). It arranges the booking of the test with regard to the time (departure date to the destination) and the Insured’s place of residence.

ARTICLE 17
SUBJECT OF INSURANCE

1. The subject matter of the insurance covers the reimbursement of expenses reasonably incurred for:
 - a) treatment of the Insured abroad as a result of an acute illness or accident during the term of insurance. It refers to treatment that is medically necessary and urgent to stabilise the Insured's condition so that they are able to continue the journey, be transferred to a medical facility or be returned to their home country.
 - b) costs in connection with the death of the Insured abroad occurring during the term of insurance as a result of an acute illness or accident of the Insured abroad, if the incurrence of such costs is connected with the Insurer's obligation to provide an indemnity payment.
2. If the Insured becomes acutely ill or suffers an accident, the Insurer shall pay or reimburse the Insured for the reasonable expenses reasonably incurred for:
 - a) necessary medical operations as referred to in paragraph 1(a),
 - b) hospitalisation of the Insured in a medical institution/hospital room, whereby entitlement to the indemnity shall cease from the moment when the Insured is able to be transported to their home country,
 - c) arranging transport to other medical facility if this is necessary due to the Insured's state of health,
 - d) medicines purchased with a doctor's prescription (nutritional, fortifying or vitamin preparations, even if prescribed by a doctor and containing medicinal substances, and preventive, addictive and cosmetic preparations shall not be regarded as medicines),
 - e) the loan of artificial limbs, crutches, wheelchairs and other prescription medical equipment and devices,
 - f) dental treatment for sudden acute conditions to relieve pain, (to the extent of simple fillings or extractions for acute pain and for simple repairs to dentures as a result of their damage during a stay abroad), including the cost of medicines prescribed in connection with the abovementioned procedures,
 - g) replacement dioptric glasses prescribed by a doctor if they have been damaged (in an accident),
 - h) treatment for pregnancy complications arising before the end of the 24th week of pregnancy, except for complications arising in the context of a high-risk pregnancy,
 - i) ambulance service or taxi service for transport to and from the nearest medical facility to the place of accommodation abroad (in case of inability to walk, etc.), or for transport of the Insured to the medical facility nearest to their place of residence abroad, which is able to provide the necessary medical care, and for transport from such medical facility back to the Insured's place of residence abroad, if the Insured is unable to use a public means of transport for objective reasons.
3. If, as a result of an insured event, the Insured's state of health is such that, even on the last day of the agreed term of insurance, it is not possible, according to the decision of the attending physician, for the Insured to return to their home country, the Insured may, with the consent of the Insurer, have the insurance extended by concluding a new Insurance Policy by means of remote communication in accordance with Article 6(13) and (14), and, if necessary, also for another Insured. This insurance may be extended until the date on which the Insured is able to return home, but for a maximum period of 6 weeks.

ARTICLE 18
RESCUE SERVICE COSTS

1. The medical expenses insurance also covers the reimbursement of the costs of the intervention of the rescue service in the territory outside the Slovak Republic. The insurance covers the costs necessarily incurred in direct causal connection with the rescue of the Insured in a situation of threat to their life or health. The same applies in the event of the death of the Insured and to their remains. These are costs charged by the rescue service according to the price lists in force, which the Insured is obliged to pay according to the legislation and are not covered by public health insurance.
2. The insurance does not cover the reimbursement of the costs of:
 - a) damage caused by intentional misuse of the rescue service in any way,
 - b) damage to the life or health of the Insured as a result of their gross negligence or wilful misconduct in contravention of the instructions of the rescue service and other regulations and guidelines,
 - c) Insured persons moving in a cave that is not open to the public, including the route between the entrance to the cave and the marked hiking trail,
 - d) damage arising in connection with the operation of winter sports on marked ski tracks (first aid, transport of the Insured to the place of medical care), which are provided and not the responsibility of the operator of the ski track in accordance with the law on rescue service on the given territory,
 - e) rescue in connection with the movement of the Insured in mountainous terrain, if the 4th or higher degree of avalanche danger or other danger has been declared,
 - f) fines or penalties imposed on the Insured.

ARTICLE 19
COSTS IN THE EVENT OF A TERRORIST ATTACK

1. Medical expenses insurance also covers the reimbursement of expenses in connection with the death or bodily injury of the insured caused in connection with an act of terrorism.
2. If any authorities of the Slovak Republic (mainly the Ministry of Foreign Affairs of the Slovak Republic, the Government Office of the Slovak Republic, etc.) or important international institutions announce that a terrorist attack is expected in a given country (area, region) or that they do not recommend to travel to a given country (area, region) (hereinafter referred to as „countries at risk“) and the Insured nevertheless travels to the country at risk or does not immediately travel from the country at risk in which the Insured is located at the time of the announcement, even though the circumstances allow them to do so, and the Insured suffers loss of life or health in connection with a terrorist act, the Insured shall not be entitled to the insurance indemnity.
3. In the event that, as a result of a terrorist attack, it is impossible to provide assistance in the area, the incurred medical expenses for which the Insured is entitled to reimbursement shall be reimbursed by the Insurer upon delivery of the original documents after the return from the Insured's trip or stay.

ARTICLE 20
REPATRIATION, ACCOMPANIMENT AND ASSISTANCE PROVIDED

1. If the Insured becomes acutely ill or suffers an accident, the Insurer shall pay or reimburse for the reasonable expenses incurred by or on behalf of the Insured for:
 - a) transport (repatriation) of the Insured from abroad back to their home country as soon as the Insured's state of health permits, provided that due to the insured event the Insured is unable to use the originally planned mode of transport, while the insurance

- company reserves the right to decide on the mode of transport on the basis of the recommendation of the attending physician,
- b) the transport of one accompanying person during the repatriation of the Insured if the accompaniment is medically necessary.
2. Transportation of one person from home to abroad and back for the purpose of ensuring the Insured's return to their home country, if, as a result of the insured event under the medical expenses insurance, the accompaniment is unavoidable.
 3. In the event of the insured's death, the insurer shall pay the reasonably incurred costs of:
 - a) transportation (repatriation) of the Insured's remains to the Insured's home country, or cremation of the remains and their transportation from the place of death to the place of interment of the remains in the Insured's home country; including necessary incidental expenses in connection with the repatriation.
 - b) the cremation of the Insured in the State where the Insured died.
 4. In order to expedite the transfer of the deceased's remains, the following documents must be submitted to the Insurer by a close person of the deceased as soon as possible:
 - a) a death certificate and a medical certificate of the cause of death,
 - b) a birth certificate,
 - c) marriage certificate or death certificate of the spouse, as appropriate,
 - d) a certificate from the funeral home that the cremation has subsequently taken place,
 - e) in the event of an accident, the documents necessary to specify the exact cause of death.
 5. Repatriation, accompaniment and other related services must be approved in advance by the assistance service with the consent of the attending physician.
 6. **Visiting a sick person**, if the Insured's health condition is so serious that it requires a medical stay in a medical institution for more than 10 days, and it is not possible to transport them to their home country, then the Insurer will pay for one person to visit them. Travel expenses (fuel of the used motor vehicle, travel tickets, tourist class airfare) as well as accommodation for a maximum of 4 nights up to the cost of the selected insurance package. The right to indemnity payment arises upon presentation of documents in the amount of 80 % of the proven costs up to a maximum of the amount shown in Table 1. If the assistance service has not given its written consent to visit the Insured, it will not cover the costs of the journey so made.
 7. **Transportation of the child**, if as a result of illness or accident or death of the Insured, the child up to 15 years of age is left unattended abroad, the Insurer will pay for the return journey for one person who will accompany the child to the home country. If there is no such person, the assistance service shall arrange for the safe transport of the child to the home country and shall reimburse the travel expenses connected therewith.
 8. **Extension of stay**, if after hospitalization (hospital stay) the Insured is not able to travel back home on the original date and alone (in medically justified cases, transport obstacles, etc.), the assistance service will arrange and cover the cost of accommodation for the Insured for a maximum of 4 nights according to the selected package. This cost will also be reimbursed for one family member who accompanies the Insured to their home country. In the case of a foreigner, neither the Insurer nor the assistance service is obliged to arrange the transport and will cover the costs up to the amount they would have been in the case of transport to the territory of the Slovak Republic.
 9. **Early return**, in the event of death or sudden medically documented threat to the life of the Insured/companion, this event occurring during the stay abroad, at the request of the Insured/companion, the assistance service will arrange repatriation to the home country.
 10. **Representation during a business trip**, if the Insured is unable to finish the purpose of the business trip during the foreign stay due to an emergency hospitalisation, their sending organisation may assign

another employee to represent them. In such a case, the Insurer shall reimburse the necessary travel expenses for the replacement staff.

ARTICLE 21 INDEMNITY PAYMENT

1. In case of an insured event, the Insurer pays the insurance claim up to the limit of indemnity specified in Table 1.
2. If the Insured does not have the consent of the assistance service to provide medical assistance, then the Insurer will only cover the costs up to EUR 150.
3. In case of an insured event, the right to claim does not arise in the case of medical expenses for costs incurred on the territory of:
 - a) SR,
 - b) the State of permanent residence or nationality of the Insured who is a foreigner. In case of an insured event occurring on the territory of a state where the Insured is a participant of the public health insurance system or a similar health insurance system, the Insurer shall reimburse the Insured under the medical expenses insurance only for the costs within the scope of Article 5(3) of GITC TI 2021.
4. The right to indemnity arising to the Insured from other insurances (e.g. liability insurance, motor third party liability, etc.) is transferred in full to the Insurer up to the amount of the indemnity paid to the Insured by the Insurer.
5. The indemnity shall be provided by the Insurer to the beneficiary or to other person who has demonstrably incurred the relevant costs, e.g. also to the doctor or medical institution that provided treatment to the Insured abroad.
6. In the event that the Insured or the beneficiary receives compensation from a third party for damage or costs related to the insured event, the Insurer is entitled to reduce the indemnity payment by the amount of such compensation.
7. The Insurer shall only provide the indemnity up to the amount of the costs actually incurred, but at most up to the agreed limit of the indemnity specified in Table 1, or the agreed sub-limit, as the case may be.
8. If the Insured has paid the costs of treatment abroad and the drawing has been approved by the Insurer, they are obliged to submit original documents and bills to the Insurer within 14 working days after returning to the territory of the state of their permanent residence or nationality from the date of claim notification to the Insurer. On the basis of these, the Insurer shall reimburse the costs incurred, up to a maximum of the agreed indemnity limit specified in Table 1, in the currency of euro.

ARTICLE 22 INSURANCE EXCLUSIONS

1. In addition to the exclusions set out in Article 10 of GITC TI 2021, the Insurer shall not provide indemnity for:
 - a) any medical operation and treatment which was not medically necessary, urgent, non-emergency or non-acute because the Insured was able to return to their home country without delay after the diagnosis or after the necessary treatment,
 - b) any treatment, medical act or cure which is due to a deterioration of health existing at the time of the conclusion of the Insurance Policy if that deterioration was foreseeable or the performance of which was foreseeable by reason of the Insured's state of health at the time of the conclusion of the Insurance Policy, with the exception of the provision of necessary and/or urgent treatment and acts necessary to avert an imminent threat to the Insured's life or health,
 - c) medicines for diseases already known before the start of the insurance,
 - d) transport to the home country without the prior approval of the assistance service,

- e) psychiatric treatment (the first occurrence of the illness is covered),
 - f) physiotherapy, acupuncture, homeopathy or other alternative treatment,
 - g) medical treatment as a result of the ingestion of alcohol, an addictive or psychotropic substance that has not been dispensed on prescription,
 - h) vaccinations not related to essential therapy or essential treatment,
 - i) dental and jawbone treatment of any kind, except for the first treatment on the basis of an acute pain condition,
 - j) preventive, routine or control examinations,
 - k) contact lenses,
 - l) follow-up treatment which could be carried out in the home country and the Insured's state of health and the associated transport made this possible,
 - m) increased costs due to the fact that the Insured did not consent to the transport and yet their state of health allowed it,
 - n) medical expenses incurred in the visited State which are covered by a health or similar insurance under which the Insured is compulsorily insured or which the Insured has taken out in that State.
2. Costs are excluded from the insurance cover if they are incurred in connection with:
- a) damage resulting from a deliberate and gross violation of safety, generally applicable laws, regulations and guidelines,
 - b) sexually transmitted diseases, diseases resulting from loss of immunity (AIDS), if the Insured has been diagnosed as a carrier of the HIV virus,
 - c) abortion, miscarriage or childbirth, except in cases endangering the health and life of the insured; treatment of infertility or sterility (e.g. in vitro fertilization),
 - d) the removal of cosmetic defects and physical anomalies,
 - e) the issue of medical reports and certificates for the attending staff,
 - f) the consequences of failure to undergo compulsory vaccination when travelling abroad,
 - g) stays in spas, sanatoriums, convalescent homes and similar establishments for the purpose of curative and rehabilitative procedures, psycho-analytical and psychotherapeutic care,
 - h) the cost of the Insured's funeral in their home country after transport from abroad.

ARTICLE 23 OBLIGATIONS OF THE INSURED

1. In addition to the provisions in Article 13 of the GITC TI 2021, the Insured is obliged to:
 - a) contact the assistance service in any case, including if they need advice or assistance in seeking medical treatment,
 - b) submit the European Health Insurance Card (EHIC) and proof of insurance when admitted to a health facility; in this case, the Insurer shall pay, through the assistance service, the costs of the treatment in the health facility,
 - c) in the case of payments related to outpatient treatment, pay on site and submit evidence of such payments, together with a medical report and diagnosis, to the Insurer on return to the home country,
 - d) in the case of outpatient treatment, if they are in financial distress, to contact the assistance service immediately in order to secure reimbursement of the costs associated with the treatment and to present proof of public health insurance and proof of insurance at the health facility.
2. The Insured is obliged to prove all the costs to be covered by the Insurer from the agreed insurance and to hand over the originals of the relevant documents to the Insurer upon their return to the home country. In the event that the original documents have been requested by the health insurer or other Insurer, the indemnity shall also be provided on the basis of their copies, accompanied by a certificate of receipt of the original documents and of the amount of the costs reimbursed by the health insurer or other Insurer.
3. Other obligations and consequences of breach of obligations may arise

from the provisions of the Insurance Policy, other provisions of the insurance terms and conditions applicable to the concluded insurance and other legal regulations.

SECTION III INSURANCE OF OTHER SERVICES

ARTICLE 24 OTHER SERVICES

If the Insured is eligible for indemnity payments under this insurance, the Transport Assistance will provide the following services and assistance as required.

1. **Transport Assistance** includes irregularities in transport and flight cancellation refund:
 - 1.1 **Irregularity in air transport** (hereinafter referred to as "air irregularity") means:
 - a) flight delay of more than 3 hours,
 - b) a connecting flight missed as a result of the delayed flight,
 - c) a cancelled flight,
 - d) denied boarding,
 - e) downgrading,
 while air irregularity also includes assistance with luggage problems at the airport.
 - 1.2 **Irregularity in rail transport** (hereinafter referred to as "rail irregularity") means a delay of more than 60 minutes with a fare of more than EUR 4.
 - 1.3 **Irregularity in bus transport** (hereinafter referred to as "bus irregularity") means:
 - a) a delay of more than 90 minutes and the length of the route must be at least 250 km,
 - b) cancellation or delay of more than 120 minutes.
 - 1.4 **Flight Cancellation Refund** means assistance to the Insured by providing a financial refund in the form of a voucher issued by the airline and prepared according to the Insured's requirements. In any case, there cannot be an indemnity payment in the event of a cancelled flight and cancellation of the tour at the same time. Order of refund methods in the event of flight cancellation by the airline:
 - a) reimbursement of the purchase price of the flight ticket within 7 days,
 - b) re-routing of the flight ticket under comparable conditions of carriage at the next available option/opportunity,
 - c) re-routing of the flight ticket under comparable conditions of carriage to the final destination at a later date according to the passenger's/Insured's wish/choice, subject to availability of seats.
 - 1.5 Transport assistance provides services in the event of air, rail and bus irregularities and refunds in the event of flight cancellations, including: telephone consultation, in particular the provision of the necessary information on the rights of the Insured in the current situation, at the location in question.
 - 1.6 In addition to the services in paragraph 1.5, if the Insured wishes, it is possible for the Insured to make special arrangements with the Transport Assistance:
 - a) in the event of air irregularities, for the Transport Assistance to assert on behalf of the Insured their claim for justified compensation against the airline, under the terms and conditions agreed by the Insurer with the Transport Assistance for its clients.
2. **Financial Assistance** shall be provided by means of an assistance service, in such a way that the financial assistance service shall provide the financial assistance via the online payment service Western Union in the local currency of the country in which the Insured is located, through a Western Union branch agreed in advance by the Insured, in

the following cases:

- a) theft, destruction or loss of the Insured's luggage,
 - b) the necessity to post a bond in connection with an unintentional violation of the laws of the host country,
 - c) emergency (e.g. loss of funds for onward travel, other crisis situation).
3. **Departure delay** is provided through the assistance service. The subject of the insurance is the reimbursement of the extra costs of economy class transport in the event that the Insured misses the departure of the scheduled means of transport from abroad back to their home country due to:
- a) an accident to the motor vehicle or train in which the Insured is travelling to the place of departure of the scheduled means of transport,
 - b) extraordinary cancellation, curtailment or unannounced interruption of public transport lines.
4. **Technical Assistance** shall be provided by means of an assistance service:
- a) in the event of a technical breakdown in the assisted household or non-residential premises belonging to the dwelling (e.g. basement), organise and pay for the arrival of the service provider's technical emergency service at the location of the assisted household and organise the work leading to the elimination of the cause of the technical breakdown. Costs and materials in excess of this limit are not covered by the indemnity payment and are borne by the beneficiary out of their own resources. The intervention can only be carried out **in the Slovak Republic** and only during the Insured's stay abroad.
 - b) for works, the organisation or payment of which is covered by the indemnity payment, including the following activities/professions: plumbing, electrical work, glazing, heating and gas work.
- 4.1 The technical assistance requires the Insured:
- a) to authorise, at their discretion, a person of their choice who, in the event of a technical breakdown, will allow the technical emergency service workers to enter the assisted household and who will be present during the intervention of the technical emergency service worker,
 - b) to do everything possible to reduce the damage and its consequences, e.g. shut off the water supply, gas supply, provide emergency security for the holes created, etc. Without undue delay, report the occurrence of the insured event to the assistance service of the Insurer and notify the workers of the name, surname of the Insured/beneficiary, policy number, address of the assisted household, contact telephone number of the Insured or the person authorized by the Insured and a brief description of the insured event or the problem encountered; in the event of violation of the obligations of this article, the Insurer is entitled to proportionally reduce or refuse the indemnity payment.
- 4.2 Technical assistance insurance does not include:
- a) payment for services and works ordered by the Insured or a person authorised by the Insured without the prior consent of the assistance service,
 - b) routine repairs, maintenance or preventive repairs,
 - c) the repair of damage caused by the fault of a third party through unprofessional, unauthorised or unwarranted intervention,
 - d) repairs and actions recommended by the Insurer after previous intervention or measures which the Insured has not ensured to be carried out and therefore repeatedly claims for indemnity payment of the same or similar nature,
 - e) utility and energy distribution systems which are not part of the assisted household (e.g. utility systems which are

common parts of the building, utility systems for common areas of the property, etc.),

- f) payments for work falling within the Insured's statutory obligations,
 - g) the removal of the consequences of a technical accident caused by a person who uses the assisted household with the consent of the Insured during their absence,
 - h) the damage caused by that technical breakdown.
- 4.3 The insurance does not cover payment for any works or services ordered by the Insured without the consent of the assistance service. Nor does the insurance cover damage to non-residential premises belonging to the apartment building (e.g. common corridors of the apartment building). In order to receive the indemnity payment, the Insured is obliged to secure access to the abandoned assisted household, e.g. in the form of a contact person with keys.
- 4.4 If a technical breakdown has occurred as a result of neglected maintenance or as a result of a significantly inadequate technical condition, the Insurer is entitled to reduce or refuse the indemnity payment.

SECTION IV ACCIDENT INSURANCE

ARTICLE 25 SUBJECT OF INSURANCE

1. If the Insured suffers an accident abroad, the Insurer shall provide the indemnity payment, if so agreed in the Insurance Policy, for:
 - a) the permanent consequences of the accident,
 - b) death resulting from the accident.
2. Accident is any unintentional (independent of the Insured's will) bodily injury or death caused by unexpected and sudden action of external forces or the Insured's own bodily strength, or by unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, radiation and poisons (excluding microbial poisons and immunotoxic substances), which occurs during the term of insurance.
3. The following bodily injuries caused to the Insured are also considered as an accident:
 - a) a disease arising solely as a result of the accident,
 - b) aggravation of the consequences of the accident by a disease from which the Insured was suffering before the accident,
 - c) local suppuration following the entry of germs into an open wound caused by the accident and infection with tetanus caused by the accident,
 - d) diagnostic, therapeutic and preventive procedures carried out for the purpose of treating the consequences of the accident,
 - e) drowning, suffocation,
 - f) fractures, dislocations and ruptures, but not of internal organs and blood vessels, as a result of sudden, unreasonable physical exertion, but not as a result of overloading of the body caused by excessive strain,
 - g) electric shock and lightning.
4. Accident is not:
 - a) the occurrence and aggravation of hernias, hernias of every kind and origin, including herniated and protruding discs, tumours of every kind and origin, pressure ulcers, diabetic gangrene, the occurrence and aggravation of aseptic tendonitis (tendovaginitis), muscle tendons (epicondylitis), joint capsules (bursitis), superficial skin abrasions (excoriations), cervicocranial, cervicobrachial, vertebral algic and lumbosciatic syndromes, sudden disc syndromes, painful spinal syndromes (dorsalgia),
 - b) infectious diseases, even if transmitted by injury,
 - c) accidents at work, unless they are in the nature of an accident under GITC TI 2021,

- d) occupational diseases,
- e) the consequences of diagnostic, therapeutic and preventive interventions which have not been carried out for the purpose of treating the consequences of the accident, or non-professional interventions which the Insured performs or has performed on their body,
- f) aggravation of a pre-existing medical condition as a result of an injury sustained,
- g) sudden vascular events, myocardial infarction and retinal detachment,
- h) death or bodily harm from nuclear radiation caused by the explosion or malfunction of nuclear equipment and apparatus, or by the act or negligence of responsible persons, institutions or authorities in the transport, storage or handling of radioactive materials,
- i) death or bodily harm resulting from suicide, attempted suicide and deliberate self-harm,
- j) accident resulting from mental or psychiatric disorders, epileptic or other seizures and convulsions which seize the whole body of the Insured. However, the right to indemnity payment shall remain if these conditions were caused by an accident covered by the insurance and which occurred during the term of insurance,
- k) pathological fractures, i.e. fractures resulting from an initial reduction in bone strength (e.g. congenital bone disease, bone tumours or osteoporosis) and for which a lower intensity of external forces or the body's own strength than for a traumatic fracture (fracture of a sound bone) is sufficient to cause the fracture, fatigue fractures,
- l) fractures of pathological growths on bone (e.g. osteophytes, spurs),
- m) recurrent joint dislocation caused, for example, by a loose joint capsule or insufficiency of the articular bundles, atrophy of the articular head or an excessively flat joint socket,
- n) bodily injuries which have been caused by post-accident complications or where the accident has restored a permanent (untreated) bodily injury from a previous accident,
- o) damage to degenerative alteration of organs (e.g. Achilles tendon, meniscus, etc.) by minor indirect violent actions,
- p) internal bodily damage due to lifting and moving objects, resulting from overloading of the body caused by excessive strain,
- q) the occurrence or aggravation of bodily injuries resulting from normal activities (e.g. walking, kneeling, squatting, normal bending of the limbs, twisting of the neck, etc.),
- r) damage to teeth that were non-vital before the accident (loss of vitality of the tooth) or were otherwise damaged.

ARTICLE 26 PERMANENT CONSEQUENCES OF AN ACCIDENT

1. For permanent consequences, the Insurer is obliged to pay out of the sum insured as many percentages of the sum insured as correspond, according to the „Principles and charts for the assessment of bodily injuries in accident insurance“ of the Insurer (hereinafter referred to as the “Principles”), to the extent of the permanent consequences after they have settled, and if they have not settled within three years from the date of the accident, to as many percentages as correspond to their condition at the end of this period. Where the Principles provide for an assessment by a percentage range, the Insurer shall determine the amount of the indemnity payment within that range so as to correspond to the nature and extent of the bodily injury caused by the accident.
2. If a single accident has caused several permanent consequences of different kinds to the Insured, the Insurer shall assess the total consequences by summing up the percentages for the individual consequences.
3. If the individual consequences concern the same part of the body, organ or part thereof, they shall be assessed as a whole at the highest

percentage indicated in the valuation chart for anatomical or functional loss, up to a maximum of 100 %.

4. If the permanent consequences of the accident relate to a part of the body or an organ whose functions were already impaired by any cause before the accident, the Insurer shall reduce the claim by the percentage corresponding to the extent of the previous impairment as determined according to the valuation charts.
5. If the Insurer cannot pay because the permanent consequences are not yet settled after one year from the date of the accident and their extent is known, it shall be obliged to make a reasonable advance payment to the Insured at their request.
6. The Insurer shall not be obliged to pay the indemnity payment for the permanent consequences of the accident if the Insured dies from the consequences of the accident before the payment of the indemnity payment for the permanent consequences.
7. If the Insured dies before the payment of the indemnity payment for the permanent consequences of the accident, but not from the consequences of this accident, the Insurer shall pay to their heirs the amount corresponding to the extent of the permanent consequences of the accident of the Insured at the time of their death, but not more than the amount corresponding to the sum insured agreed for death due to accident.
8. A doctor who is also the Insured may not himself write out or endorse a form for the Insurer. A doctor who is also the Insured is obliged to have the accident treated by another doctor.
9. In the event of a medical examination to determine the extent of permanent consequences outside the Insured's place of residence, the Insurer shall reimburse, upon request of the Insured, the travel expenses related to the examination and incurred, up to a maximum of the amount of the second class bus or train ticket. If the Insured is a minor, the costs shall also be reimbursed to the accompanying person; the costs shall be paid by the Insurer to the minor's legal representative.
10. If the Insured person requests a follow-up examination by the Insurer's assessing physician because they were not satisfied with the assessment of the claim, they are obliged to bear the cost of this examination. The control medical examination will be carried out only after payment of these costs according to the price list for payment for medical services, which can be consulted on the company's website www.kooperativa.sk in the section Mandatory Information for the Insured.

ARTICLE 27 INJURY IN A TRAFFIC ACCIDENT

1. An insured event is an accident during the term of insurance which occurred in a traffic accident and which caused death or permanent damage to the Insured, provided that the following conditions are met:
 - a) the death or permanent consequences occurred at the latest within 3 years from the date of the accident,
 - b) the Insured is treated by the ambulance service at the scene of the accident or at a medical facility no later than 24 hours after the accident,
 - c) the traffic accident must be investigated immediately at the scene of the accident (not by an after-the-fact report by the police on duty) by the police or other competent state authority charged with the investigation of such accidents and a record of the outcome of such investigation must be made,
 - d) the accident occurred on or off a public road and was caused by a breach of traffic regulations or was an accident involving a means of public transport.
2. The indemnity payment shall be set at twice the amount of the indemnity that would have been provided under Article 26 for permanent consequences. In the event of death, the Insurer shall pay the claim up to the limit of indemnity shown in Chart 1.

ARTICLE 28 DEATH OF THE INSURED AS A RESULT OF AN ACCIDENT

1. The insured event is the death of the Insured occurring within three years from the date of the accident which occurred during the term of this insurance.
2. For the death of the Insured as a result of an accident, the Insurer shall provide an indemnity payment to the beneficiary in the amount of the agreed sum insured specified in the Policy.
3. If the Insured dies as a result of an accident in respect of which the Insurer has already paid an indemnity payment for the permanent consequences of the accident, the Insurer shall only provide an indemnity payment in the amount of the difference between the sum insured in the event of death by accident and the indemnity payment already paid for the permanent consequences of that accident. If the indemnity payment paid for the permanent consequences of the accident is higher than the indemnity payment for death due to the accident, the Insurer will not provide further indemnity payment.

ARTICLE 29 INDEMNITY PAYMENT

1. In case of an insured event, the Insurer shall pay the indemnity payment up to the limit of indemnity shown in Chart 1.
2. The Insurer shall pay for those insured events which occur during the effective period of the insurance outside the territory of the Slovak Republic or, in the case of an Insured who is a foreign national, outside their permanent residence.
3. The amount of the indemnity payment for the permanent consequences of the accident shall be determined by the Insurer on the basis of a doctor's report in accordance with the Principles in force at the time of the occurrence of the insured event. The Principles may be supplemented and amended by the Insurer in accordance with the following circumstances:
 - a) if there is a change in the diagnostics and treatment methods used which will have a material effect on the length of time necessary for treatment of the accident as compared to the length of treatment at the time of the Policy,
 - b) if there is a long-term negative trend in the development of portfolio risks.
4. Changes made to the "Principles" shall be promptly published by the Insurer on the Insurer's website www.koop.sk in the Insurance Terms and Conditions section, where they are accessible to the Policyholder or Insured. The Insurer shall inform the Policyholder of the change to the Principles. The Policyholder shall have the right to request, without undue delay and with immediate effect, the cancellation of the insured risk to which the change in the "Principles" relates or to terminate the Policy by way of derogation from the provisions of Section 800(1) of the Civil Code within one month of the receipt of the notice of the Insurer of the change in the Principles. The insurance shall expire on the date on which the Insurer has received a verifiable written reply from the Policyholder.
5. If the Insured requests a follow-up examination by the Insurer's assessing physician, the Insured is obliged to bear the costs of this examination. If, on the basis of the check-up examination, the Insurer pays further indemnity payment, it shall reimburse the Insured for the cost of the check-up examination.
6. The limitation period for the right to indemnity under this insurance shall begin one year after the occurrence of the insured event.
7. Payment of the indemnity payment shall be made in accordance with applicable income tax legislation.
8. The beneficiaries of the indemnity payment under the Civil Code are:
 - a) in the event of the death of the Insured, the persons designated by the Policyholder in the Policy by name and birth number, or relationship to the Insured for the indemnity payment in the case

- of a natural person, or by business name with an identification number or the exact name under which it acts in legal relations in the case of a legal entity,
 - b) the Insured in the case of indemnity payment for the risk of permanent injury.
9. If the Policyholder has not designated beneficiaries in the event of the death of the Insured or if these persons do not acquire the right to the indemnity payment, the beneficiaries shall be:
 - a) the spouse of the Insured,
 - b) in their absence, the Insured's children,
 - c) in their absence, the parents of the Insured,
 - d) in their absence, persons who have lived in the same household with the Insured for at least one year before their death and who, for that reason, have cared for the common household or have been dependent on the Insured for maintenance,
 - e) in their absence, the heirs of the Insured.
 10. The Policyholder shall have the right to change the beneficiaries until the occurrence of the insured event. The change must be made in writing and shall take effect on the date of delivery to the Insurer. In case the Policyholder is not also the Insured, the change of the beneficiary needs the written consent of the Insured.
 11. If the person entitled to the indemnity payment is a minor, the Insurer shall pay the indemnity payment to the hands of the legal representative. Upon fulfilment of the Insurer's obligation to pay the indemnity payment to the hands of the legal representative, the liability for the damage shall pass to the legal representative of the minor.
 12. In connection with the costs associated with obtaining medical documentation from a doctor or medical facility, costs associated with transportation to a medical examination do not qualify for indemnity payment.

ARTICLE 30 INSURANCE EXCLUSIONS

1. In addition to the exclusions set out in Article 10 of GITC TI 2021, the Insurer shall not provide an indemnity payment even for **permanent consequences or death** of the Insured as a result of an injury in a **traffic accident** under Article 26, if the accident occurs in the following cases:
 - a) in the case of deliberate criminal activity by the Insured,
 - b) if the Insured was driving a vehicle:
 1. without the appropriate driving licence,
 2. as medically or professionally unfit to drive under generally applicable law,
 3. at a time when an effective driving ban has been imposed or a decision has been taken to withdraw or suspend the Insured's driving licence,
 4. (as a driver or pedestrian) under the influence of alcohol, narcotic or psychotropic substances or under the influence of medication prohibited when driving, or the Insured refuses to submit to a test or examination for the presence of the aforementioned substances or makes it impossible by their actions to prove the validity of such test or examination,
5. which does not comply with the conditions of operation on the roads; this exclusion shall not apply where the Insured is a passenger in any means of public transport or where the Insured could not have been aware of the possible consequences arising from the actions of the driver of such means of transport,
6. in a place or part of a vehicle not intended for the carriage of persons,
7. which is operated as a working machine, for example when unloading, loading or handling a vehicle with cargo,
8. or riding a bicycle, where there has been a collision with another road user or an obstruction to the road or a collision with a public transport device (including traffic signs) installed along the road,
9. on a road other than a land road, for example, in the case of traffic alongside railways, funiculars, watercourses and air transport.
2. The Insurer is not obliged to pay for claims arising from:

- a) flights for which the aircraft or the pilot did not have an official permit or which were made against an official regulation, without the knowledge or against the will of the holder of the aircraft,
 - b) when the Insured participates in competitions and races with air, water and road means of transport or in the preparation, flights and sailings for such competitions and races (training).
3. A person who, in the event of the Insured's death, is to become the beneficiary of the indemnity payment of the Insurer, does not acquire this right if they have caused the death of the Insured by a deliberate criminal offence for which they have been found guilty by a court of law. In such a case, the beneficiary of the indemnity payment will be a person pursuant to Section 817(2) and (3) of the Civil Code.
 4. The Insurer shall not be obliged to pay indemnity at the time when an investigation or other proceedings for such an offence are being conducted against the person who is to become the beneficiary of the indemnity payment.
 5. The insurance does not cover an insured event that occurs as a result of treatment or interventions that have not been prescribed by a qualified physician with a valid license in the relevant field, or the treatment has been carried out in a facility without a valid license, and treatment or interventions that are experimental in nature.
 6. If the insured event is an accident to the Insured, the Insurer shall be entitled to reduce the indemnity payment to be paid if the accident was caused by the Insured's ingestion of alcohol or addictive substances, except where such substances were contained in medication taken by the Insured in a manner prescribed by a physician and at the same time the Insured was not advised by the physician or the package insert did not state that the activity resulting in the insured event must not be carried on while under the influence of such medication.
 7. The Insurer is not obliged to pay for claims which have arisen directly or indirectly:
 - a) in connection with the conduct of the Insured for which they have been found guilty by a court of law of a criminal offence,
 - b) in connection with an act of the Insured by which the Insured has caused serious bodily injury or death to another and has also acted unlawfully,
 - c) in connection with an act of the Insured by which they have acted unlawfully or in a serious manner violated an important interest of the company,
 - d) in connection with an act of the Insured by which they incited another person to commit a criminal offence.
 8. The Insurer shall be entitled to reduce the indemnity if the Insured knowingly breaches the obligations set out in the Civil Code and in the insurance conditions and this breach had a material effect on the occurrence of the insured event or on the magnification of its consequences.

ARTICLE 31 OBLIGATIONS OF THE INSURED

1. The Insurer has the right to request additional documents necessary for the investigation of the insurance claim, to archive them and to examine the documents decisive for the determination of the extent of the indemnity payment.
2. The Insured shall be obliged to seek medical treatment without undue delay after an accident and to be treated according to the doctor's instructions.
3. The Insured or the person who is a beneficiary of the indemnity payment is obliged to notify the Insurer in writing that an insured event has occurred and, at the request of the Insurer, to submit any other documents necessary for the determination of the scope of the indemnity payment. The Insured is obliged, at the request of the Insurer and at its expense, to undergo an examination by a doctor appointed by the Insurer and to notify the Insurer of any changes affecting the indemnity payment. Until these obligations have been fulfilled, the Insurer

shall not provide any indemnity payment.

4. The Insured or the beneficiary shall be obliged to prove that an insured event has occurred.
5. If the Insured requests a review examination by the Insurer's assessing doctor because they were not satisfied with the assessment of the insured event, they shall bear the costs of this examination. The control medical examination will be carried out only after the Insured has paid these costs (in accordance with the current price list for reimbursement of medical services, which is available for consultation on the Insurer's website www.kooperativa.sk in the Mandatory Information section).
6. A doctor who is also the Insured cannot write out or certify the form for the Insurer himself. A doctor who is also the Insured is obliged to prove the occurrence of the insured event by a certificate of treatment from another doctor who also fills in the form for the Insurer.
7. The Insured is obliged to observe the obligations that have been contractually agreed or are stipulated by the relevant laws or insurance conditions. At the same time, they are obliged to act in such a way as to prevent the occurrence of an insured event.
8. If the Insured's conscious breach of their obligations had a substantial influence on the occurrence of the insured event or on the increase of the extent of the consequences of the insured event, the Insurer shall be entitled to reduce the indemnity payment according to the influence the breach had on the extent of the Insurer's obligation to pay.

SECTION V LUGGAGE INSURANCE

ARTICLE 32 SUBJECT OF INSURANCE

The insurance covers the luggage specified in Article 2(3), if so agreed in the Policy.

ARTICLE 33 SCOPE OF INSURANCE

1. The insurance covers the theft of luggage placed in a **motor vehicle**, whereby the Insurer shall only provide the indemnity payment on condition that the insured event has been reported to the police and if:
 - a) the luggage is in the locked luggage compartment of the motor vehicle; and
 - b) the motor vehicle has been secured against unauthorised entry and the perpetrator has demonstrably used force to overcome an obstacle protecting the luggage from theft. A barrier shall not be deemed to be a wall or a wrapping made of materials which, by their physical properties or construction, have a low degree of resistance to forcible overcoming (tarpaulin or other material which is not solid or cut-through or easily or imperceptibly removable),
 - c) the theft of the luggage has been caused by the theft of the entire motor vehicle.
2. Luggage insurance is arranged in case of damage, destruction, loss, **theft** of baggage caused by or directly related to any of the insured risks:
 - a) combined elements,
 - b) a traffic accident in which the luggage is damaged or destroyed or as a result of which the Insured is deprived of the possibility of looking after the luggage,
 - c) a demonstrable medical incapacity in which the Insured has been demonstrably deprived of the possibility of looking after the luggage,
 - d) theft:
 1. during transport,
 2. while the luggage was stored in a place designated for that purpose or in a place where it is normally deposited in the

- establishment in which the Insured is staying,
 - 3. placed in the luggage compartment.
 - e) by robbery.
- 3. The insurance shall be taken out in the event of damage to, destruction of or loss of luggage:
 - a) at a time when the luggage has been entrusted by the Insured to the carrier with a receipt of carriage or, according to the carrier's instructions, stored in a common luggage compartment,
 - b) at the time when it is deposited with a receipt in a storage facility designated for that purpose.

ARTICLE 34 INDEMNITY PAYMENT

1. In case of an insured event, the Insurer shall pay the indemnity payment up to the limits or sub-limits of indemnity specified in Chart 1.
2. The Insurer shall provide the indemnity payment:
 - a) in the event of destruction, theft or loss of luggage, in the amount corresponding to the reasonable cost of re-acquiring the same or comparable new luggage (of the same type and quality) prior to the insured event, less the cost of its usable remains,
 - b) damage to the insured luggage in the amount corresponding to the reasonable cost of its repair less the part corresponding to the degree of wear and tear or other deterioration of the luggage prior to the insured event and further reduced by the price of its usable remains.
3. In the event of the theft or loss of the Insured's travel documents abroad (personal documents, driving licence) or keys to the relevant accommodation, the Insurer shall reimburse, on the basis of receipts submitted, the expenses incurred in obtaining the necessary documents or replacement keys abroad. The Insurer will also reimburse the costs of the necessary replacement of the lock of the accommodation as a result of theft or loss of keys related to the accommodation abroad.
4. Insurance of valuables, electronic and optical equipment and sporting goods is arranged in case of damage caused by theft if:
 - a) at the time of the insured event, the Insured had these with or on them,
 - b) at the time of the insured event they were handed over by the Insured for individual safekeeping in the accommodation facility or they were stolen by breaking into the locked premises of the accommodation facility,
 - c) at the time of the insured event, the Insured was deprived of the possibility to take care of the insured items due to serious damage to their health caused by an accident or a sudden acute illness requiring urgent medical treatment.
5. In justified cases, the Insurer may decide on the method of repair or replacement of the item. If the Insurer so decides and the Insured nevertheless repairs or replaces the item in a different manner, the Insurer will only provide indemnity payment up to the amount it would have provided if the Insured had followed the Insurer's instructions.

ARTICLE 35 INSURANCE EXCLUSIONS

1. In addition to the exclusions listed in Article 10 of GITC TI 2021, the Insurer will not provide indemnity payment for:
 - a) defects or damages which the luggage had at the time the insurance was arranged,
 - b) an insured event at a time when the Insured has already been accommodated and has nevertheless left the luggage in the means of transport,
 - c) for the loss of luggage due to the Insured leaving it unattended,
 - d) in the event of theft of luggage from a trailer parked outside a secure area,
 - e) as a result of defective materials, wear and tear and improper

- packing of luggage,
 - f) as a result of luggage being left in the interior of the means of transport in case of theft.
- 2. The insurance does not cover:
 - a) objects of artistic, historical, collector's value, antiques and objects of precious metals and stones which do not serve for immediate personal use,
 - b) electronic and optical equipment and sporting goods (including their accessories) placed in tents and means of transport,
 - c) recording media (e.g. memory cards, USB sticks, CDs, etc.) and records stored on them,
 - d) motor vehicles, boats, means of transport intended for flying (e.g. aeroplanes, hang gliders, balloons, etc.) and their accessories,
 - e) money, cheques, savings books, credit and debit cards, travel tickets, valuables, securities,
 - f) rights and other objects of legal relations which do not have a material substance,
 - g) firearms, including their accessories and ammunition, unless otherwise provided for in GITC TI 2021.

ARTICLE 36 OBLIGATIONS OF THE INSURED

1. In addition to the obligations set out in Article 13 of GITC TI 2021, the Insured shall:
 - a) report an insured event occurring in an accommodation facility or in a guarded parking lot to the owner or manager of the facility and request the issuance of a report on the occurrence and extent of the damage,
 - b) in the event of an insured event occurring during transport, notify the carrier and request a certificate of notification.
2. Notify the Insurer in writing of the insured event no later than 30 days after the return to the home country.
3. If, after notification of the insured event or after the indemnity payment, it is discovered that the lost or stolen luggage to which the insured event relates has been found, the Insured shall notify the Insurer without undue delay, but at the latest within 5 calendar days after the lost or stolen luggage has been found.
4. To reimburse the Insurer for the indemnity payment after deducting the reasonable costs of repairing the recovered luggage, if necessary to repair the damage caused at the time when the Insured was deprived of the possibility of handling the luggage, but not less than what they would have received if they had sold the damaged luggage.
5. In the case of theft of luggage by breaking into a motor vehicle, prove that the motor vehicle was forcibly entered and that the motor vehicle was properly locked, including the luggage compartment.
6. In the event that the Insured arranges insurance for the same interest (the same item) for the same risk with another insurance company, the Insured is obliged to notify this fact immediately and to state the name of the insurance company and the amount of the agreed sum insured.
7. To take all measures so that the right to compensation for damage caused by the insured event can be asserted by the Insurer against the responsible person.
8. In particular, the following documents must be submitted for the settlement of the claim:
 - a) a completed „Notification of Insurance Claim“ form,
 - b) the carrier's confirmation of damage to luggage, non-delivery of luggage, theft of luggage,
 - c) a report issued by the police authorities of the country in which the insured event occurred - proof of the method of overcoming the obstacles protecting the luggage from theft with confirmation of the list of stolen, damaged, lost or destroyed items,
 - d) a record of the damage reported to the operator at which the damage occurred (e.g. accommodation facility, guarded parking lot, etc.),

- e) photographic documentation of the damaged luggage,
- f) confirmation that the Insured has not claimed compensation from the carrier,
- g) a copy of the flight ticket,
- h) the luggage ticket if the luggage has been entrusted to the carrier with a receipt of carriage (or stored in the luggage compartment according to the carrier's instructions),
- i) proof of payment for the repair of the damaged luggage, if the luggage cannot be repaired, the original proof of non-repairability
- j) proof of acquisition of the luggage.

SECTION VI LIABILITY INSURANCE

ARTICLE 37 SUBJECT OF INSURANCE AND INSURED EVENT

1. In the case of liability insurance for damage caused by the Insured to another abroad, the Insured shall have the right to have the Insurer pay, to the extent and in the amount provided for by the relevant legislation, claims made and proven against them for actual damage caused by the Insured during the term of insurance in connection with the activity of or relationship with another person regarding:
 - a) bodily injury or death,
 - b) damage to, destruction of or loss of property in so far as the Insured is liable for the damage as a result of their act or relationship.

ARTICLE 38 INDEMNITY PAYMENT

1. In the event of an insured event, the Insurer shall indemnify up to the limit of indemnity payment shown in Chart 1.
2. The Insurer shall be obliged to indemnify the Insured for the loss if the insured event occurs during the validity of the Policy.
3. The insurance is arranged for the limit of indemnity payment specified in Chart 1, which is the upper limit of indemnity for one and all insured events occurring in one insurance period, including the costs of legal representation.
4. If several damages occur at the same time, which have the same cause, they are considered as one insured event, regardless of the number of injured parties.
5. If the amount calculated as compensation for damages is higher than the amount agreed in the contract as the maximum indemnity, the Insurer is only obliged to pay up to the limit of indemnity.
6. If the Insured compensates the damage or part of it to the injured party directly, the Insurer shall provide the indemnity payment to the Insured in accordance with these insurance conditions after evaluation of all the facts relating to the right to the indemnity payment.
7. If the Insured's obligation to compensate for the damage is decided by a competent authority, the Insurer shall be obliged to provide the indemnity payment only on the basis of a final decision of that authority.
8. The Insurer shall be entitled to reimburse the Insured for the sums it has paid on behalf of the Insured if the Insured has caused the damage as a result of the consumption of alcohol or an addictive substance. The compensation shall be reduced in proportion to the amount of the damage and the circumstances under which the damage occurred.
9. The Insurer is entitled to compensation for damages suffered in causal connection with the Insured's breach of the obligations arising from the Policy or failure to fulfil the obligations arising from the Policy, as well as incorrect or incomplete information by the Insured.
10. If a court or other authorised body decides on the compensation for damages, the date of the entry into force and enforceability of the decision on the basis of which the Insurer has incurred the obligation to

pay shall be considered as the insured event for the purposes of calculating the limitation period pursuant to Section 104 of the Civil Code.

ARTICLE 39 INSURANCE EXCLUSIONS

1. In addition to the exclusions set out in Article 10 of GITC TI 2021, the Insurer shall not provide indemnity payment for:
 - a) damage by unauthorised use of a motor vehicle,
 - b) damage caused by the operation and use of motor vessels, sailing vessels, aircraft or flying devices (including drones),
 - c) damage to an object or animal used by the Insured without authorisation,
 - d) damage to valuables and money,
 - e) the imposition of a financial penalty,
 - f) damage caused intentionally or by assuming liability in excess of that provided for by law or by failing to comply with the obligations to avert damage and to prevent the damage from increasing,
 - g) damage caused by the operation of means of transport, in so far as it is covered by compulsory third-party liability insurance for damage caused by the operation of a motor vehicle or by an activity for which the law makes it compulsory to take out third-party liability insurance,
 - h) damage caused by the unauthorised handling of flammable or explosive materials,
 - i) damage caused by pollution of water or soil or other damage to the environment,
 - j) damage caused by the introduction or spread of a contagious human, animal or plant disease,
 - k) damage to property caused by an animal for which the Insured is responsible,
 - l) damage caused by an animal exported or acquired for the purpose of carrying on a business or breeding for gainful purposes,
 - m) damage caused by wild and exotic animals,
 - n) damage in connection with the exercise of the right to hunt,
 - o) damage caused by a dog in the exercise of the right to hunt or in the exercise of a duty,
 - p) damage in direct or indirect connection with war (whether or not declared), invasion, action by foreign enemies, civil war, rebellion, revolution, insurrection, military power, confiscation, nationalization, seizure or destruction of or damage to property by or under the orders of the government, state or local authorities, terrorism, sabotage and strikes,
 - q) damage caused during active participation in sports competitions, contests, in or in connection with employment or similar relationships, in the exercise of a profession or a freelance occupation, in the course of entrepreneurial or other gainful activity, volunteer activity, during a pupil's vocational training and graduate practice carried out outside a secondary vocational school.
2. The Insurer shall not reimburse the damage for which the Insured is liable to their spouse or relatives in the direct line or persons living in the same household and to a legal entity with which the Insured is financially related.
3. The Insurer shall not reimburse the damage:
 - a) to a movable object which, although not owned by the Insured, is borrowed, rented or used by the Insured for any other reason, or is in their possession; with the exception of the liability of the Insured for damage to accommodation facilities which the Insured has demonstrably used in connection with the accommodation services provided to them,
 - b) to immovable property (structural components thereof) which the Insured unlawfully occupies,
 - c) to immovable property (its accessories) which the Insured uses by virtue of a right and the damage does not exceed EUR 50,

- d) if the unreasonableness of the compensation for damage is confirmed in writing by a lawyer,
- e) for litigation which may be held in the territory of the Slovak Republic,
- f) for fines, penalties or other contractual, administrative or criminal sanctions or other payments of a punitive, exemplary or preventive nature, irrespective of the person on whom they are imposed.

ARTICLE 40 OBLIGATIONS OF THE INSURED

1. In addition to the obligations set out in Article 13 of the GITC TI 2021, the Insured is obliged to immediately notify the assistance service of an insured event that could give rise to a right to indemnity payment. Subsequently, the Insured is obliged to notify the insured event in writing within 15 days after their return to their home country at the latest for the purpose of claim processing.
2. The Insured is further obliged to:
 - a) without delay notify the police authorities of an insured event which has occurred under circumstances giving rise to suspicion of a criminal offence,
 - b) notify the Insurer in writing on the prescribed form: „Notification of Insurance Claim“, that the injured party has asserted against the Insured the right to compensation for damages to be indemnified by the Insurer and to comment on the compensation claimed and its amount,
 - c) notify the Insurer without delay that criminal proceedings have been instituted against the Insured in respect of the damage sustained and inform the Insurer of the outcome of those proceedings,
 - d) notify the Insurer in writing that the injured party is claiming compensation from a court or other competent authority,
 - e) comply with the instructions of the Insurer in the proceedings for compensation for damage to be indemnified by the Insurer, in particular to agree with the Insurer on who will represent the Insured. If the Insured does not raise a limitation objection without the written consent of the Insurer or undertakes to pay a claim which is time-barred without such consent, the Insurer shall not be obliged to provide the indemnity payment,
 - f) secure against another the right to compensation for damage caused by an insured event.
3. Other obligations and consequences of breach of obligations may arise from the provisions of the Policy, other provisions of the insurance conditions relating to the insurance arranged and legal regulations.

SECTION VII TOUR CANCELLATION INSURANCE

ARTICLE 41 SUBJECT OF INSURANCE

1. The subject matter of the insurance are the fees that the Insured must necessarily pay to the travel agency in connection with the cancellation of participation in the tour, if so agreed in the Policy (hereinafter referred to as “cancellation fees”).
2. Cancellation insurance can only be arranged within 2 working days of the purchase of the tour.
3. Cancellation insurance cannot be arranged separately, only with a package of insurance risks.

ARTICLE 42 SCOPE OF INSURANCE

1. The insurance is taken out in case of cancellation of the tour, which has been booked and confirmed in writing by the travel agency, due to:

- a) illness, accident or death of the Insured (an illness shall be deemed to be only an illness of the Insured for which the Insured has not been treated in the 6 months prior to the commencement of the tour and which is not due to alcoholism or drug abuse),
- b) illnesses of the spouse, partner, child, parents, grandparents and grandchildren if they were to travel together with the Insured (only illnesses of the Insured for which these persons have not been treated in the 6 months prior to the commencement of the tour and which are not due to alcoholism or drug abuse),
- c) death of spouse, partner, child, parents, grandparents, parents of spouse, siblings of spouse, grandchildren and own siblings,
- d) acute illness or accident or hospitalisation of the spouse, partner, child, parents, grandparents and grandchildren, provided that the event results in them being confined to bed and requires their care by the Insured, provided that there is medical evidence that the treatment will not be completed by the date the Insured was due to embark on the tour,
- e) the breaking and entering of the Insured's home or place of business by an unauthorised person which has prevented the Insured from participating in the tour,
- f) a natural insured event (e.g. fire, flood, earthquake, lightning strike, storm with wind speed over 75 km/h, etc.) if it occurred in the Insured's home or place of business and prevents the Insured from participating in the tour,
- g) destruction or loss of the travel documents of the Insured or a fellow traveller as a result of a natural disaster less than 3 working days before the start of the tour.

ARTICLE 43 INDEMNITY PAYMENT

1. In case of an insured event, the Insurer will provide the indemnity payment up to the limit of indemnity specified in Chart 1, but not more than 90% of the cancellation fees charged to the Insured by the travel agency.
2. The Insurer's indemnity for one and all claims during one insurance period is limited to the amount of the sum insured specified in the Policy. When calculating the indemnity payment, the Insurer's calculation shall be based on the cancellation fee applied to the Insured by the travel agency and on the travel agency's cancellation policy. If the cause of cancellation of the tour is the death of the Insured or a person close to them, the Insurer shall pay 100 % of the cancellation fee.

ARTICLE 44 INSURANCE EXCLUSIONS

1. The insurance does not cover cancellation of the tour for other reasons such as a change in the travel plans or intentions of the Insured or cancellation of the tour by the travel agency, failure to obtain an entry visa or transit, cancellation of the holiday by the employer, due to weather conditions, snow calamity, etc.
2. Except for the exclusions listed in Article 10 of GITC TI 2021, the following are excluded from the insurance coverage:
 - a) pregnancy, childbirth and its consequences, chronic illness, mental illness, suicide, attempted suicide and intentional self-harm,
 - b) any acute illness, accident or their consequences (even if not yet treated) existing at the time of conclusion of the Policy,
 - c) any periodic check-ups, planned medical procedures and their consequences or failure to obtain mandatory vaccinations prior to departure or because of a reaction to such vaccinations,
 - d) the consequences of failure to undergo compulsory vaccination,
 - e) the aggravation of a chronic illness and post-accident condition requiring medical treatment,
 - f) the loss or theft of travel documents, except in the cases referred to in Article 42(1)(g) of GITC TI 2021.

ARTICLE 45

OBLIGATIONS OF THE INSURED

1. In addition to the obligations set out in Article 13 of GITC TI 2021, the Insured is obliged to cancel the tour immediately upon the occurrence of an insured event if it is obvious that it cannot be carried out.
2. If the Insured cancels the tour, they are obliged to submit to the Insurer all documents requested by the Insurer. These are in particular:
 - a) proof of payment of the insurance premium,
 - b) presentation of the Tour Contract concluded with the travel agency, confirmation of payment of the full amount of the tour, the date of departure of the tour (or the date of the first day of the stay in the case of events with individual transport), the date of cancellation of the tour and confirmation by the travel agency of the amount of the cancellation fee charged,
 - c) medical report, attending physician's report, other necessary documentation (extract from medical records) confirming the reason for cancellation,
 - d) death certificate,
 - e) proof of relationship in the case of a close relative,
 - f) police report, confirmation from the fire department, insurance company depending on the cause of the claim.
3. If the Insured cancels the tour for the reasons specified in Article 42 of GITC TI 2021, they are obliged to submit to the Insurer documents proving the occurrence of the insured event; in case of illness or accident, the Insured is obliged to submit to the Insurer a certificate of the attending physician, who must not be a close person or a person in a family relationship, which must be issued before the scheduled commencement of the insured tour.
4. The provisions of this Article shall also apply mutatis mutandis to beneficiaries.
5. Other obligations and consequences of breach of duty may arise from the provisions of the Policy, other provisions of GITC TI 2021 relating to the insurance taken out and legal regulations.

SECTION VIII

INSURANCE OF AN INOPERABLE VEHICLE

ARTICLE 46

SUBJECT OF INSURANCE

1. If agreed in the Policy, the subject of insurance is the inoperability of a passenger motor vehicle due to a traffic accident, breakdown or theft abroad. The insurance shall cover only a personal motor vehicle owned by the Insured or in the lawful use of the Insured.
2. In the case of a personal motor vehicle which is rendered inoperable following a traffic accident or breakdown occurring abroad, or if the vehicle has been stolen, the Insurer shall provide an indemnity payment representing reimbursement of the following necessary expenses:
 - a) the repair of the vehicle at the place of the breakdown or accident, or its towing to the nearest garage capable of repairing the vehicle, up to a maximum of EUR 150,
 - b) temporary accommodation for the driver and crew of the vehicle during the necessary repairs in order to get the vehicle running again, up to a maximum of EUR 100 per person per night (max. 3 nights), subject to the agreed limit; or
 - c) travel to the place of permanent residence, up to the amount of the fare on a second-class train with a local ticket or on a bus if the vehicle is permanently immobilised or has been stolen.
3. The insurance covers claims occurring in the geographical territory of Europe, except for the territory of the Slovak Republic.

ARTICLE 47

INDEMNITY PAYMENT

In the event of an insured event, the Insurer shall pay the indemnity payment up to the limit of indemnity specified in Chart 1.

ARTICLE 48

INSURANCE EXCLUSIONS

1. In addition to the exclusions listed in Article 10 of GITC TI 2021, the Insurer will not provide an indemnity payment:
 - a) if the Insured has travelled abroad in a vehicle which has not had a valid roadworthiness test or does not technically comply with the conditions of the relevant country,
 - b) if the Insured has travelled abroad in a vehicle that is more than 10 years old and the motor vehicle breaks down (the age of the vehicle of 10 years is calculated from the date of the first registration of the vehicle),
 - c) if the vehicle is damaged as a result of driving by a person who does not have a prescribed driving licence,
 - d) if the Insured has driven the vehicle under the influence of alcohol or other addictive substances or if the Insured has entrusted the driving of the vehicle to a person who has been under the influence of such substances,
 - e) if the vehicle has been damaged in an automobile race,
 - f) if the vehicle has broken down or stopped due to insufficient operating fluids or lubricants or insufficient battery charge,
 - g) in the event of theft of the vehicle as a result of fraud committed by the Insured (fake theft, robbery).

ARTICLE 49

OBLIGATIONS OF THE INSURED

1. In addition to the obligations set out in Article 13 of GITC TI 2021, the Insured shall immediately notify the Insurer of the occurrence of an insured event and submit:
 - a) the technical licence of the vehicle,
 - b) the last valid certificate of technical inspection of the vehicle,
 - c) a police report (if the cause of the insured event is a traffic accident or theft) indicating the extent of the damage,
 - d) a certificate from the garage stating that the car has been repaired, with a breakdown of the work carried out and an indication of how long the vehicle has been repaired,
 - e) a certificate from the garage stating that the vehicle is inoperable,
 - f) a ticket,
 - g) the accommodation bill.

SECTION IX

LEGAL PROTECTION INSURANCE

ARTICLE 50

SUBJECT OF INSURANCE AND INSURED EVENT

1. The subject matter of the insurance is the costs of legal representation for the Insured, as confirmed by a lawyer, according to the generally applicable tariffs for legal representation in the visited country, in case of an insured event, and the indemnity payment provided by the Insurer in the form of a loan to cover the bail bond for the Insured, under the terms and to the extent provided for in the GITC TI 2021.
2. An insured event is defined as the occurrence of such an event abroad during the term of insurance in which the Insured needs to be represented by a lawyer due to the fact that he is subject to misdemeanour or criminal proceedings for a misdemeanour or criminal offence committed negligently in connection with injury to third parties as a result of a motor vehicle accident, or in which the need for the

payment of a bail bond for the Insured arises due to a misdemeanour or criminal offence committed negligently in connection with the provisional detention or imprisonment of the Insured as a result of a motor vehicle accident. The Insurer will pay the cost of legal representation only if the representation by an attorney has been approved in writing in advance by the Insurer.

ARTICLE 51 INDEMNITY PAYMENT

In the event of an insured event, the Insurer will pay the indemnity payment up to the limit of indemnity shown in Chart 1.

ARTICLE 52 INSURANCE EXCLUSIONS

1. The insurance does not cover damage caused by the Insured who:
 - a) was driving a motor vehicle without a driving licence or without the permission of the owner of the vehicle;
 - b) is prosecuted for an intentional crime or misdemeanour or neglect of duty to render first aid;
 - c) has caused an accident while under the influence of alcohol or other intoxicating substances.
2. The Insurer will not pay the costs of legal representation if:
 - a) in the professional opinion of the foreign lawyer, the Insured's claim for compensation is unfounded;
 - b) the Insured's claim for compensation is time-barred;
 - c) the claim of the Insured for compensation against a Slovak natural person or legal entity is applicable in the territory of the Slovak Republic.
3. The insurance does not cover the payment of a fine or penalty.
4. The insurance does not cover disputes:
 - a) between the Insured and a close person,
 - b) between the Insured or a beneficiary and the Policyholder if they are two different persons,
 - c) where the value of the subject matter of the dispute does not exceed EUR 120,
 - d) the subject matter of which is a claim which has been transferred to the Insured from a third party or a claim which the Insured is asserting for a third party.

ARTICLE 53 OBLIGATIONS OF THE INSURED

1. The Insured shall immediately report the occurrence of an insured event to the assistance service of the Insurer and follow its instructions.
2. If a loan has been granted to the Insured by the Insurer for the payment of the bail bond, the Insured shall be obliged to return the bail bond to the Insurer within 60 calendar days from the date of payment by the Insurer. This also applies if the Insured fails to attend the court hearing. The time limit starts on the day following the day on which the loan is credited to the Insured's account.
3. If, on the basis of the applicable legal provisions of the visited country, the bail bond paid by the Insurer is returned to the Insured before the expiry of the period of 60 calendar days, the Insured shall be obliged to reimburse the Insurer without undue delay for this amount.

SECTION X FINAL PROVISIONS

ARTICLE 54 DELIVERY OF DOCUMENTS

1. The Policyholder is obliged to notify the Insurer in writing of any change of their address within 15 working days at the latest. The Insurer shall send the documents to the last known address of the Policyholder. A document addressed by the Insurer to the Policyholder (hereinafter referred to as the "addressee") shall be deemed to have been delivered on the date of receipt of the document by the addressee or on the date on which the addressee refuses to accept the document. Where a document is deposited at a post office because the addressee is not reached and the addressee fails to collect it from the post office within the relevant period, it shall be deemed to have been delivered on the last day of that period, even if the addressee has not been informed of its deposit or on the day on which the document is returned to the Insurer as undelivered because of a change of address not notified by the Policyholder.
2. It is also possible to deliver letters by electronic means, if the Policyholder consents to electronic communication, under the conditions specified in this consent.

ARTICLE 55 HANDLING OF COMPLAINTS

1. A complaint is a written objection by the Insured and/or the Policyholder to the performance of the insurance activity of the Insurer in connection with the Policy concluded. The complaint must be made in writing and duly delivered to the Insurer at the address of the registered office of the Insurer or at any business place of the Insurer.
2. The complaint must make clear who is making it, the matter to which it relates, the deficiencies to which it refers, what the complainant is claiming, and must be signed by the complainant.
3. The Insurer shall provide the complainant with information in writing on the complaints procedure and shall acknowledge receipt of the complaint if the complainant so requests.
4. The complainant shall be obliged to submit the required documents to the complaint without undue delay upon the request of the Insurer. If the complaint does not contain the required particulars or the complainant fails to provide the required documents, the Insurer shall be entitled to invite and warn the complainant that if they fail to complete or correct the required particulars and documents within the specified time limit, the complaint cannot be processed and the complaint shall be postponed.
5. The Insurer is obliged to investigate the complaint and inform the complainant about the manner of handling their complaint without undue delay, at the latest within 30 days from the date of its receipt. If the handling of the complaint requires a longer period of time, the time limit under the preceding sentence may be extended by a maximum of 30 days, of which the complainant shall be notified without delay. The complaint shall be deemed to have been dealt with if the complainant has been informed of the outcome of the investigation of the complaint.
6. A repeated complaint and a further repeated complaint shall be a complaint by the same complainant, on the same matter, unless it alleges new facts.
7. In the case of a repeated complaint, the Insurer shall check the correctness of the handling of the previous complaint. If the previous complaint was handled correctly, the Insurer shall notify the complainant of that fact. If the review of the handling of the previous complaint reveals that it was not handled correctly, the Insurer shall investigate and handle the repeated complaint.
8. If the Policyholder or the Insured is a consumer, pursuant to Act

No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts, they have the right to turn to the Insurer with a request for redress (complaint) if they are not satisfied with the manner in which the Insurer has dealt with their claim or if they believe that the Insurer has violated their rights. A consumer has the right to file a petition for the initiation of an alternative dispute resolution to an alternative dispute resolution body, e.g. the Slovak Association of Insurance Companies, Insurance Ombudsman Bajkalská 19/B, 821 01 Bratislava, if the Insurer has responded to the request for redress in a negative manner or has not responded to it within 30 days from the date of its dispatch.

9. In case of dissatisfaction of the complainant with the handling of their complaint, the complainant has the possibility to appeal to the National Bank of Slovakia or to the competent court.

ARTICLE 56

PERSONAL DATA PROTECTION

1. The Insurer informs the Policyholder that it processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "Regulation") and the relevant Slovak legislation. The Policyholder declares that they have familiarised themselves with the information on the processing of their personal data pursuant to the Regulation, including information on their rights. They also acknowledge that information on the processing of personal data can also be found on the website of the Insurer.
2. If the Policyholder and the Insured are not identical persons, the Policyholder declares that they are authorized to provide the Insurer with the personal data of the Insured for the purposes of conclusion, administration and performance of this Policy pursuant to Act No. 39/2015 Coll. on Insurance and on amendment and supplementation of certain acts, as amended.

ARTICLE 57

FINAL PROVISIONS

1. The contracting parties may regulate their mutual rights and obligations in the Policy by a written agreement deviating from these General Insurance Terms and Conditions, unless this is expressly forbidden and unless it follows from the nature of the provisions of these Conditions that they cannot be deviated from.
2. Notwithstanding any other terms and conditions agreed in the Policy and under GITC TI 2021, the Insurer shall not be obliged to provide any indemnity or payment or to provide any service or benefit to any person to the extent that such indemnity, payment, service, benefit and/or any business or activity of such person would violate any applicable sanctions, trade, financial embargoes or economic sanctions, laws or regulations that are directly applicable to the Insurer. Applicable sanctions include, but are not limited to: (i) local sanctions as defined by applicable law; (ii) sanctions adopted by the European Union; (iii) sanctions adopted by the United Nations (UN); (iv) sanctions adopted by the United States of America (USA); and/or (v) any other sanctions applicable to the Insurer.
3. The Policy, which the GITC TI 2021 is an annex to, shall be governed by the law of the Slovak Republic in matters of effectiveness, interpretation and implementation. This also applies to insured risks abroad. The General Insurance Terms and Conditions for Travel Insurance MARCO POLO have been approved by the Managing Board of KOOPERATIVA, a.s. Vienna Insurance Group and come into force on 1 July 2021.