

Travel insurance

Insurance Product Information Document



Company: Komerční pojišťovna

Product: Travel insurance related to KB personal payment cards

(Komerční pojišťovna, a. s., registered in the Czech Republic, registration No. 63998017)

This document serves for your information and provides a brief overview of the main guarantees and limitations of the Travel Insurance product related to KB personal payment cards. The document does not take into account your specific needs and requirements. Complete information about the product can be found in the pre-contractual and contractual documents.

What is this type of insurance?

This is a collective travel insurance, which is part of personal payment cards issued by Komerční banka. The policyholder is Komerční banka. The insurance is offered in various options depending on the type of the payment card. In addition to the cardholder, it may also apply to his/her family members. The insurance will provide protection in case of accidental situations that may occur during holidays or business trips abroad.



What is insured?

Health emergency insurance

- ✓ Health emergency insurance
- ✓ Medical transport and repatriation
- ✓ Hospital visit by a relative: return fare
- ✓ Repatriation of the insured's body or funeral abroad
- ✓ Return to homeland of the insured in case of death of a close relative
- ✓ Extension of stay for medical reasons

Insurance benefit limits:

My travel insurance: 2,5 mil. CZK
My travel insurance family: 2,5 mil CZK
Gold cards: 5 mil. CZK
Premium cards: 10 mil. CZK

Accidental insurance

- ✓ Accidental Permanent and Total Disability
- ✓ Death by accident

Insurance benefit limits:

My travel insurance: death 100 000 CZK
My travel insurance family: death 100 000 CZK
Gold cards: death and permanent disability 200 000 CZK
Premium cards: death and permanent disability 500 000 CZK

Personal liability insurance

Compensation for the damage for which the insured is liable

Insurance benefit limits:

My travel insurance: health 1 mil. CZK, property 1 mil. CZK
My travel insurance family: health 1 mil. CZK, property 1 mil. CZK
Gold cards: health/property 1,5 mil. CZK
Premium cards: health/property 3 mil. CZK

Trip cancellation*

- ✓ In case of cancellation of a bindingly ordered and paid travel service due to, for example, a serious illness, we will pay the non-refundable costs of cancellation fees.

Insurance benefit limits:

Gold cards: 40 000 CZK
Premium cards: 50 000 CZK

Trip cancellation abroad *

- ✓ In case of cancellation of a bindingly ordered and paid travel service due to, for example, a serious illness abroad, we will pay the non-refundable costs of cancellation fees.

Insurance benefit limits:

Gold cards / Premium cards: 15 000 CZK



What is not insured?

- ✗ Trips to countries or areas to which the Ministry of Foreign Affairs of the Czech Republic or similar institutions prohibit or do not recommend traveling.
- ✗ Professional sports activities.
- ✗ Dangerous sport activities such as mountaineering, freeride, paragliding, ski mountaineering, snowkiting.
- ✗ Stay in a high-risk workplace.
- ✗ Expeditions to places with extreme climatic or natural conditions.
- ✗ Damage caused by the consumption of alcohol or drugs.
- ✗ Damages resulting from intentional self-harm.

Health emergency insurance does not cover e.g.:

- ✗ Treatment that is not necessary or urgent, above-standard care.
- ✗ Chronic diseases and treatments related to the illness that the insured suffered from before leaving (except for stabilized chronic illness).
- ✗ Treatment, transport and repatriation related to mental illness.
- ✗ Treatment related to high-risk pregnancies diagnosed before departure and treatment of complications in pregnancy from the 24th week.

Accidental insurance does not cover e.g.:

- ✗ An accident that didn't occur abroad and was not claimed as an insurance claim from the health emergency insurance.

Personal liability insurance does not cover e.g.:

- ✗ Damage to items borrowed by the insured
- ✗ Damage to which the insured has entered into a settlement agreement or a court settlement without our consent
- ✗ Damages incurred in the performance of work duties.

Trip cancellation/trip cancellation abroad does not cover e. g.:

- ✗ Trip cancelled due to illness or injury that were known to the insured at the time of payment for the trip.
- ✗ Trip cancellation due to a change in the itinerary.

Luggage insurance does not cover e.g.:

- ✗ Money, valuables, jewelry.
- ✗ Theft of the insured luggage, in which the overcoming of the obstacle protecting the luggage from theft has not been proven
- ✗ Theft of luggage from the tent, tarpaulin trailer or similar device having unstable walls.

Luggage insurance*

- ✓ Offers financial compensation for damage, destruction, loss of luggage, theft or robbery.

Insurance benefit limits:

Gold cards: 30 000 CZK
Premium cards: 50 000 CZK

Luggage delay insurance*

- ✓ Covers the costs of acquiring replacement personal belongings, especially clothing and sanitary articles, due to the delay in the delivery of your luggage by at least 6 hours.

Insurance benefit limits:

Gold cards: 5 000 CZK
Premium cards: 10 000 CZK

Insurance of missed departure*

- ✓ In case of a missed departure due to traffic restrictions, the cost of substitute transport, or the cost of accommodation and meals will be covered.

Insurance benefit limits:

Gold cards / Premium cards: 15 000 CZK

Legal assistance in a traffic accident *

- ✓ Legal assistance / Delivery of bail

Insurance benefit limits:

Gold cards / Premium cards: 200 000 CZK

Personal documents insurance*

- ✓ Covers the costs of replacing of personal documents in case of loss or theft

Insurance benefit limits:

Gold cards: 5 000 CZK
Premium cards: 10 000 CZK

*These do not apply to My Travel Insurance and My Travel Insurance

Luggage delay insurance does not cover e.g.:

- ✗ Flights ending in the Czech Republic

Missed departure insurance does not cover e.g.:

- ✗ When the delay was caused by a strike or other reasons known more than 48 hours before the departure

Legal assistance in a traffic accident does not cover e.g.:

- ✗ Intentional misdemeanor or criminal offense

Personal documents insurance does not cover e.g.:

- ✗ Documents that were issued after returning from abroad



Are there any restrictions in insurance coverage?

- ! Grandchildren are only insured if they travel with the cardholder
- ! Medical expenses are not insured in the country where the insured participates in public health insurance.
- ! Assistance services are not provided in the Czech Republic, except for information service before the trip.
- ! Luggage delay insurance does not cover luggage delivery to the insured within 6 hours of arrival.
- ! For trip cancellation and trip cancellation abroad the participation of the client is 20% and cancellation fees are paid only to the insured persons.
- ! In the case of travel cancellation abroad, the benefit limit applies to all claims that occur abroad during the insurance period.



Where am I covered?

- The insurance is valid worldwide with the exception of the Czech Republic (does not apply for trip cancellation insurance and insurance of missed departure, these are valid within Czech Republic as well).



What are my obligations?

- Report the claim to the assistance service by phone immediately and follow its instructions
- Cooperate with us during the claim and provide us with all necessary data, information and relevant documents
- Take a medical examination at our request



When and how do I pay?

- In case of travel insurance related to Gold/premium cards the insurance fee is a part of the payment card fee
- In case of My travel insurance/My travel insurance family the fee will be charged by Komerční banka, a. s. monthly directly from your account



When does the cover start and end?

The insurance arises on the first day following the day of signing the KB Payment Card Agreement or the amendment to the KB Payment Card Agreement and is linked to the period of validity of the provision of the Additional Service or Optional Additional Service.

The insurance covers an unlimited number of private and business trips Abroad, always starting and ending in the Czech Republic and made during the insured period. If a foreign trip lasts longer than 90 days, the insurance is effective only during the first continuous 90 days of this trip. The insurance is effective only Abroad. It does not apply to travel cancellation insurance and insurance of missed departure.

The effectiveness of the insurance occurs on each trip at the moment of crossing the state border of the Czech Republic during the departure, in the case of air transport crossing the border of the Czech Republic at the moment of boarding the aircraft. This does not apply to travel cancellation insurance and missed departure insurance from the Czech Republic. The effectiveness of the insurance ends on each trip at the moment of crossing the state border of the Czech Republic on return, in the case of air transport crossing the border of the Czech Republic at the moment of disembarking from the aircraft in the Czech Republic. The effectiveness of the insurance ends no later than 24:00 on the 90th day of a continuous stay Abroad.



How do I cancel my contract?

- Travel insurance for Gold/premium cards is part of the payment card and cannot be terminated separately.
- My travel insurance/My travel insurance family can be terminated in Komerční banka, a. s., in the second and next year of the insurance. The insurance expires on the last calendar day of the month in which the notice was delivered to KB.

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For My travel insurance and My travel insurance family of 1. 5. 2021

For Travel insurance related to Gold personal cards and Travel insurance related to premium cards of 1. 7. 2021

Please read the following information thoroughly as it can help you better understand the nature and parameters of the collective travel insurance related to KB personal payment cards. Should you have any questions, please do not hesitate to contact us or bank advisors at the nearest Komerční banka, a.s. branch.

This insurance is a part of the Additional Services and Optional Additional Services related to the payment card. You can find more detailed information about this insurance in the Insurance Terms and Conditions for Travel Insurance related to KB Personal Payment Cards (**Insurance Terms and Conditions**).

Terms used in this document that begin with a capital letter have the same meaning as those in the Insurance Terms and Conditions. If we talk about us in this document, we mean the Insurer, Komerční pojišťovna, a. s. If we talk about you, we mean the holder of the payment card issued by Komerční banka, a. s., or other insured persons within this travel insurance.

In case of accession to the insurance in the form of distance selling (for example online, by phone or e-mail), the insurance documentation (Insurance Terms and Conditions, Information for Insurance Applicants) will be sent to you only electronically, however, you can ask for their provision in a paper form at any time during the insurance duration.

With this document, we (as Komerční pojišťovna, a. s.) fulfill our information obligation towards you relating to the accession to insurance in the form of distance selling in the sense of section 1841 et seq. Act No. 89/2012 Coll., the Civil Code, as amended.

Information about us

Insurer	Komerční pojišťovna, a. s. registered office: Karolinská 1/650, 186 00 Praha 8, Czech Republic registered with the Municipal Court in Prague, Section B, Entry 3362 company ID: 639 980 17
Contact details	Address: Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava e-mail: servis@komercpoj.cz telephone: +420 800 106 610 (toll-free client services number) or +420 222 095 999
Website	http://www.kb-pojistovna.cz
Solvency	http://www.kb-pojistovna.cz/cs/kb-pojistovna/hospodarske-vysledky/index.shtml
Supervisory body	Czech National Bank, Na Příkopě 28, 115 03 Praha 1
Governing law	Czech law (especially Act No. 89/2012 Coll., Civil Code)
Language	Czech (for all documentation and communication)
Disputes	The competent courts of the Czech Republic, in case of out-of-court settlement of a dispute: the Czech Trade Inspection Authority for non-life insurance disputes (see http://www.coi.cz/) and the Office of the Ombudsman of the Czech Insurance Association z.ú. (www.ombudsmancap.cz), in case of disputes arising from non-life insurance and for contracts negotiated online also the electronic platform ODR (http://ec.europa.eu/odr/)
Complaints regarding insurance	Can be addressed to the above mentioned contacts; we will respond no later than within 30 days; you can also approach the Czech National Bank at the above mentioned address (e-form for filing your complaint is available at http://www.cnb.cz/)
Recommendations for insurance decisions	Travel insurance related to KB personal payment cards is a part of Additional Services and Optional Additional Services related to Payment Cards and is suitable for you if it meets your requirements and needs. This insurance is suitable for you if you travel, intend to travel or can travel outside the Czech Republic and you have not covered the risks associated with health emergency insurance, accident or, for example, liability for damage, or these risks are not

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covered sufficiently by other insurance. This insurance is offered in several options depending on the type of additional service or payment card. This insurance may also include trip cancellation insurance, trip cancellation abroad, luggage insurance, luggage delay insurance, missed departure insurance, insurance of legal assistance in a traffic accident, and insurance of personal documents.

Information about Policy holder and Assistance company

Policy holder

Komerční banka, a. s.

registered office: Na Příkopě 33, 114 07 Prague 1, Czech Republic
registered with the Municipal Court in Prague, Section B, Entry 1360
company ID: 453 17 054

Assistance company

AXA ASSISTANCE CZ s.r.o.

Hvězdova 1689/2a, 140 62 Prague 4, Czech Republic
registered with the Municipal Court in Prague, Section C, Entry 61910
company ID: 256 95 215

Complaints regarding insurance offering

Complaints or claims filed by customers, you or other beneficiaries are accepted at any branch. If you are not satisfied with the handling of your complaint or claim, you can contact the Quality & Customer department at Komerční banka, a. s., nám. Junkových 2772/1, 155 Praha 5 - Stodůlky. If you are not satisfied with the settlement of a complaint or claim through the Quality & Customer Department, you can contact the Ombudsman of Komerční banka, a. s. More detailed information on how to resolve complaints and claims can be found here: <https://www.kb.cz/cs/podpora/vztahy-se-zakazniky/reseni-stiznosti-a-reklamaci>. In the case of complaints regarding activities of the Policyholder, which consists in offering the possibility to become the insured under this insurance, you can also contact the Czech National Bank at Na Příkopě 28, 115 03 Prague 1 (electronic form for filing complaints is available at www.cnb.cz).

Information of collective insurance and its structure

Collective insurance

This insurance is collective (group) insurance. This means that the Policyholder offers the possibility to be insured collectively (that means several independent persons belonging to the same group) in the form of acceding to the collective insurance contract number 2149500001 entered into by him/her and us, by which this insurance is governed. The policyholder offers this insurance to clients who apply for payment cards as an Additional Service or an Optional Additional Service. The additional service is an automatic part of the payment card. The optional additional service can be arranged separately for the payment card.

KB payment card	Travel insurance of premium cards	Travel insurance of Gold personal cards	My travel insurance	My travel insurance family
	Additional service		Optional additional service	
World Elite credit card	✓	-	-	-
Visa Platinum	✓	-	-	-
Gold personal card	-	✓	-	-
Other selected personal cards	-	-	✓	✓

Insurance accession and its consequences

You access collective insurance on the day following the day of signing the KB Payment Card Agreement or the addendum to the KB Payment Card Agreement. By acceding to the collective insurance contract, you are insured under collective insurance, however, you do not become a Policyholder, that means you are not a party to the collective insurance contract and you cannot dispose of it, modify its content, terminate this contract or otherwise terminate it. However, in the case of the Additional Service, you can request the cancellation of the payment card at any time and thus also cancel the insurance. In the case of the Optional Additional Service, you may request the cancellation of the service under the conditions defined in Article A3.1 of the

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Structure of individual insurance

Insurance Terms and Conditions.

Travel insurance for KB personal payment cards is a non-life insurance product. It is offered in the following options:

Type of insurance protection	My travel insurance My travel insurance family Insured benefit limit (in CZK)
Health emergency insurance (of which limit for dental treatment CZK 20 000)	2 500 000
Liability insurance for damage to health including the consequential financial damage	1 000 000
Liability insurance for damage to property/animal including the consequential	1 000 000
Death by Accident	100 000

Type of insurance protection	Travel insurance Gold personal cards Insured benefit limit (in CZK)	Travel insurance premium cards Insured benefit limit (in CZK)
Health emergency insurance (of which limit for dental treatment 50 000 CZK)	5 000 000	10 000 000
Insurance in case of permanent consequences of an Accident and death by Accident	200 00	500 000
Liability insurance for damage to health/property/animal including the consequential financial damage	1 500 000	3 000 000
Trip cancellation insurance (20% co-participation of the Insured)	40 000	50 000
Trip cancellation (abroad) (20% co-participation of the Insured)	15 000	15 000
Luggage insurance	30 000	50 000
Luggage delay insurance	5 000	10 000
Insurance of Missed departure	15 000	15 000
Legal assistance in a traffic accident/ delivery of bail	200 000/200 000	200 000/200 000
Insurance of personal documents	5 000	10 000

Health emergency insurance

Health emergency insurance covers the payment of unavoidable, necessary and expediently incurred costs in the event that you experience an emergency health condition during the insurance period that requires an urgent treatment or cure abroad. You are obliged to report this fact to the assistance company without undue delay, if this is possible with regard to your state of health. A detailed specification of the reimbursed costs is given in the Insurance Terms and Conditions, and we therefore recommend that you read them thoroughly before entering into insurance.

Accidental insurance

You are covered by accidental insurance in the event of permanent consequences of an Accident or death as a result of an Accident which occurred abroad during the period of the insurance validity and which was rightfully claimed as an Insured Event from health emergency insurance (medical expenses insurance).

Permanent consequences of the Accident are understood only as consequences that are no

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longer able to improve, that means they have a permanent influence on physical and mental functions. Insured benefit for death by Accident is provided if the death occurred as a result of an Accident that happened during the term of the insurance and you suffered this injury in everyday life, unless stated otherwise.

Personal liability insurance

From the liability insurance, we will reimburse you a legitimate claim for compensation for damage caused to another's health, property or animal, for example

- (i) activities in everyday civic life,
- (ii) carrying out a tourist activity,
- (iii) conducting sports activities, except for sports listed in the exclusions of Insurance Terms and Conditions.

Trip cancellation insurance

Regarding the trip cancellation insurance, we will reimburse you for the documented non-refundable costs (so-called cancellation fees) incurred in connection with the cancellation of travel services (tours, air tickets, tickets, accommodation reservations, etc.) in case it is not possible due to serious reasons to travel abroad (for example an accident, illness of you or your travelling companion, serious damage to your place of residence, etc.). Cancellation fees are paid only to the insured persons; in case of cancellation fees for a travel service with more participants, an aliquot part relating to the insured persons is paid.

Trip cancellation abroad

Regarding the trip cancellation insurance abroad, we will reimburse you for the documented non-refundable costs (so-called cancellation fees) incurred in connection with the cancellation of travel services abroad (optional trips, air tickets, tickets, accommodation or services booking), if you have to do so for serious reasons (for example accident, illness of you or your passenger, serious damage to your residence, etc.).

Luggage insurance

Luggage insurance covers luggage and personal belongings of the Insured commonly used in terms of length, nature and purpose of the trip, as well as items that the Insured has demonstrably acquired during the trip. We insure luggage and personal belongings for a new value.

Luggage delay insurance

Regarding luggage delay insurance, we will cover the costs incurred in connection with the purchase of personal belongings (necessary clothing, sanitary articles) in the event that your luggage is delayed by at least 6 hours (does not apply to cases of luggage delay when returning to the Czech Republic).

Insurance of Missed departure

Regarding the missed departure insurance, we will reimburse you for the cost of an alternative transport if you missed the originally planned and paid mode of transport due to a traffic restriction caused by, for example, a natural disaster, traffic accident, a lockout or unexpected strike.

Legal assistance in a traffic accident

If you need to protect your legitimate legal interests arising during your stay abroad, which require a necessary and urgent legal solution, if you are accused of a misdemeanor or criminal offense after a traffic accident:

- (i) we provide a basic and general telephone service in the event of general questions concerning the Insured Event,
- (ii) we will reimburse the expediently incurred costs of your legal representation (in particular the remuneration of a lawyer, interpreter, translator or court expert, court fees and reimbursement of legal costs which you are obliged to pay on the basis of a court decision), or the cost of cash delivery in the event of a deposit in order to exclude pre-trial detention. If necessary, we will ensure the delivery of the deposit, but only on the basis of your sufficient financial guarantee or the guarantee of another person (depositing cash on the account of the assistance company, other secured liability).

Personal documents insurance

Insurance of personal documents covers the cases of loss of your travel document, vehicle registration document or driving license. We will reimburse you for the costs associated with the acquisition of new documents.

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Exclusions	<p>Please note that the insured benefit will be provided only if the Insured Event does not fall under any of the exclusions, which are listed in detail in the Insurance Terms and Conditions; we therefore recommend that you read these exclusions carefully before entering into insurance.</p> <p>The insurer is not obliged to provide insured benefits, for example if:</p> <ul style="list-style-type: none">(i) medical care is related to an illness or injury or the consequences thereof, which you suffered or knew about during the 6 months before this insurance entered into force, whether or not they were treated - this exclusion of benefits does not apply to costs of averting an immediate threat to life and stabilized chronic diseases,(ii) the acute medical condition occurred in the state where you are a member of public health insurance,(iii) you have not fulfilled the obligation to avert the damage or did not prevent the occurrence of the already incurred damage.
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Information on insured persons, duration and territorial validity of individual insurance plans

Insured persons	<p>You are always the Insured person as the holder of the payment card. In addition to you, within the scope of insurance option My Travel Insurance Family, Travel Insurance of Golden personal cards and Travel Insurance of Premium Cards, a person who is your spouse or partner, within the meaning of the Registered Partnership Act or a similar law of another country, and all your children and grandchildren who are dependent and at the same time younger than 21 years of age at the moment of crossing the state border of the Czech Republic when leaving the Czech Republic are also insured. Your grandchildren are insured on the condition that they travel abroad together with you.</p>
Beneficiary	<p>The Beneficiary is a person who, as a result of the Insured Event, acquires the right to insured benefit. The Insured is the beneficiary, unless otherwise stipulated by law or the Insurance Terms and Conditions.</p>
Insurance inception	<p>The insurance arises automatically on the day following the signing of the KB Payment Card Agreement or the Amendment to the KB Payment Card Agreement.</p>
Provision of insurance documentation	<p>If you arrange a payment card in person (at a branch), the documentation for this insurance will be provided to you in the manner you choose during this meeting - either electronically (via Komerční banka, a.s. internet banking or to the e-mail address provided by you) or in a printed form (on a paper). If you arrange an individual insurance online (via mobile application or internet banking application of Komerční banka, a.s.), the documentation for this insurance will be provided to you electronically via internet banking. However, you can request these documents in hard copy at any time during the insurance duration.</p>
Territorial and time-effectiveness of insurance	<p>The insurance covers an unlimited number of private and business trips abroad starting and ending in the Czech Republic and made during the term of the insurance. The insurance is effective only during the first continuous 90 days of a foreign trip. The insurance is effective only Abroad. It does not apply to trip cancellation insurance and missed departure insurance.</p> <p>The effectiveness of the insurance occurs on each trip at the moment of crossing the state border of the Czech Republic at departure, in the case of air transport crossing of the border of the Czech Republic at the moment of boarding the aircraft. This does not apply in the case of trip cancellation insurance and missed departure insurance from the Czech Republic. The validity of the insurance ends on each trip at the moment of crossing the state border of the Czech Republic on return, in the case of air transport with crossing the border of the Czech Republic at the moment of disembarking from the aircraft in the Czech Republic. The validity of the insurance ends no later than 24:00 on the 90th day of a continuous stay Abroad.</p>

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Insurance amendments

Due to the collective nature of this insurance, the conditions of individual insurance plans may be changed without your consent, by agreement between the Policyholder and us. In the event of any amendments to your insurance, the Policyholder will inform you at least 2 months before they take effect.

Information on the price of insurance and the insured period

Insured period

Insured period is one calendar month.

Premium

Regarding insurance agreed according to the collective insurance contract, the premium is paid in the amount agreed in this specific contract. Premiums are paid by the Policy holder, Komerční banka, a.s. Its amount is changed only under the conditions set out in the Civil Code and the collective insurance agreement.

Insurance fee (price)

An insurance fee is paid for the inclusion in the insurance; in the case of the Additional Service, it is a part of the fee for a debit/credit card issued by Komerční banka, a.s. The amount of the fee is agreed in a specific Debit/Credit Card Agreement or in an addendum to this Agreement, concluded between the Policyholder, Komerční banka, a. s., and the Insured, by you, and is also stated in the Policyholder's tariff. Please note that you are not the Policyholder, which means that the Policyholder may unilaterally change the amount of the insurance fee, under the conditions agreed in the contract concluded between the Policyholder and you. The content of the contract concluded between the Policyholder and you also includes an agreement on the manner and form of payment of the insurance fee.

Method and form of payment

You pay the insurance fee or the debit/credit card fee in accordance with the Debit/Credit Card Agreement, or in accordance with an amendment to this Agreement.

Maturity

The insurance premium is always payable by the 15th day of the calendar month following the issuance of the debit/credit card and subsequently every month until the insurance termination.

Information on methods of insurance termination

Reasons for termination of individual insurance

The insurance ends on the last day of the calendar month in which:

- the payment card expires and is not automatically renewed, or
- the payment card is stop listed and no new payment card is issued after the stop listing, or
- the payment card is canceled or returned to the Policyholder or is not activated within the agreed period or there is another reason for which the holder loses the right to use the payment card and which is not mentioned in this provision, or
- the contractual relationship on the basis of which the insurance was established terminates.

The account holder is entitled to terminate the insurance, which is an Optional Additional Service, in the second and the next year of the duration of this service, at any time. The insurance expires on the last calendar day of the month in which the notice of termination was delivered to KB.

KB is entitled to terminate individual insurance, which is an Optional Additional Service, in the second and next year of the duration of this service, at the end of the insurance period. If the notice of termination is delivered later than six weeks before the date on which the insurance period expires, the insurance expires at the end of the following insurance period.

Termination of collective insurance

We or the Policyholder can terminate the collective insurance by delivering the notice at least 6 weeks before the end of the insurance period, after which the insurance terminates. Collective insurance may also terminate by agreement between us and the Policyholder or by other means stipulated by law.

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Information on measures in case of breach of obligations

Termination of insurance for non-payment

Collective insurance (that means also individual insurance related to it) may also terminate due to non-payment of premiums under the collective insurance contract by the Policyholder in accordance with legal regulations and the collective insurance contract.

Reduction of Insured benefit

We have the right to reduce the insurance benefit proportionately in the event that:

- (i) you have knowingly breached your obligation to avert the Insured Event to the best of your ability or to prevent an increase in its consequences;
- (ii) if your violation of legal regulations had a significant effect on the occurrence of the Insured Event, its course or increase in its scope, its consequences or on the determination of the insured amount of the insured benefit.

We have the right to reduce the insurance indemnity by the amount

- (i) which you have obtained as compensation from a liable third party or other legal relationship, or
- (ii) which you have waived as your right to damages or other similar right or you have not exercised this right in time or you have otherwise thwarted the transfer of your claims to the Insurer.

Violation of other obligations

In the event of non-fulfillment of certain obligations stated in the Insurance Terms and Conditions, we are not obliged to provide insurance indemnity or we are entitled to demand reasonable compensation for costs incurred as a result of breach of your obligations or the obligations of beneficiaries.

Information on the procedure for exercising the right to insured benefit

Reporting of an Insured Event

In the event of a loss event, you must, without undue delay, contact the headquarters of the assistance company in Prague by phone at +420 272 101 030 (for My Travel Insurance / My Travel Insurance Family / Travel Insurance of Golden Personal Cards) or +420 272 101 033 (for Travel Insurance of Premium Cards). This service is available 24 hours a day all year round.

Documents to prove the Insured Event

Insured Event (Claim)	Documents and obligations required when reporting an Insured Event
Health emergency insurance	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of original documents related to the Insured Event, in particular medical reports and prescriptions, ▪ proof of the beginning of the foreign trip (for example air ticket, ticket), ▪ submission of other required documents and information.
Insurance in case of permanent consequences of an Accident and death by an Accident	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ documentation of a medical report and confirmation, or autopsy report, ▪ submission of other required documents and information.
Personal liability insurance	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of documents proving the occurrence of the Insured Event, ▪ submission of other required documents and information.

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Trip cancellation	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of documents on the booked travel service and its cancellation, ▪ certificate of incapacity for work or dismissal report from the hospital, ▪ submission of other required documents and information.
Trip cancellation abroad	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of documents on the booked travel service and its cancellation, ▪ a certificate of medical treatment or a discharge report from the hospital, ▪ submission of other required documents and information.
Luggage insurance	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of all documents proving the occurrence of the Insured Event, in particular documents proving the notification of the event to the police or a similar body, ▪ submission of other required documents and information.
Luggage delay insurance	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of copies of tickets and flight details (name of the air carrier, flight number, airport of departure, airport of arrival and times according to the timetable), ▪ submission of an air carrier's certificate confirming the actual delay of the flight, ▪ submission of other required documents and information.
Insurance of Missed Departure	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of a confirmation of the reasons for the traffic restriction, ▪ submission of a document entitling to participate in the originally planned mode of transport, ▪ submission of other documents or receipts proving the costs incurred for alternative transport or accommodation.
Legal assistance insurance	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of documents issued by public institutions, ▪ proof of legal representation costs.
Insurance of Personal documents	<ul style="list-style-type: none"> ▪ reporting of the Insured Event to the Assistance company, ▪ filling in the form describing the occurrence of the Insured Event, ▪ submission of documents and declarations certifying the loss

INFORMATION FOR PERSONS INTERESTED IN TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

	<p>of personal documents,</p> <ul style="list-style-type: none">▪ submission of receipts proving the expenditure of costs for replacement documents,▪ other necessary documents proving the occurrence of damage.
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Information on relevant taxes and tax regulations

Income tax	Act No. 586/1992 Coll., On income taxes, as amended, applies to benefits from this insurance; according to the provisions of section 4 par. 1 let. l) of this Act, the insurance benefit is exempt from income tax.
Value added tax	According to the provisions of section 51 par. 1 let. e) of Act No. 235/2004 Coll., on value added tax, as amended, insurance activity is exempt from value added tax.

Information about personal data management

Information about personal data	The information about the processing of your personal data, its scope, purpose and the period of the data processing can be found in the Information Memorandum with which the Policyholder had acquainted you before inclusion in the insurance. It is also available at the websites www.kb-pojistovna.cz of the Insurer.
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For My travel insurance and My travel insurance family of 1. 5. 2021
For Travel insurance related to Gold personal cards and Travel
insurance related to premium cards of 1. 7. 2021

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PART A. GENERAL PART

Article A1. Introductory provisions

- A1.1** Travel insurance related to KB personal payment cards is group non-life insurance. The insurance provides protection in accidental situations that may occur during both private and business trips Abroad. Accident insurance is designed as insurance against an agreed sum, other types of insurance as insurance against loss or damage.
- A1.2** This insurance is governed by Czech law, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, as well as by the **Contract on Collective Insurance for Payment Cards No. 2149500001**, entered into by Komerční banka, a.s., with its registered office in Prague 1, Na Příkopě 33/ 969, post code 114 07, registered with the Municipal Court in Prague, Section B, Insert 1360, Company Registration Number 45317054, (hereinafter referred to as the "Policyholder") and Komerční pojišťovna, a.s., with its registered office in Prague 8, Karolinská 1/650, post code 186 00, registered at the Municipal Court in Prague, Section B, Insert 3362, Company Registration Number 63998017 (hereinafter referred to as the "Insurer"), and these **Insurance Terms and Conditions for Travel Insurance related to KB Personal Payment Cards** (hereinafter referred to as the "Insurance Terms and Conditions").

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

- A1.3** This insurance is an Additional Service or an Optional Additional Service related to the KB payment card. The additional service is an automatic part of the payment card. The optional additional service can be arranged separately for the payment card. The Policyholder provides the service to holders of international payment cards under the conditions set out in these Insurance Terms and Conditions and in the current version of Conditions for Debit Cards and Conditions for Personal Credit Cards when traveling Abroad.

KB payment card	Travel insurance of premium cards	Travel insurance of Gold personal cards	My travel insurance	My travel insurance family
	Additional service		Optional additional service	
World Elite credit card	✓	-	-	-
Visa Platinum	✓	-	-	-
Gold personal card	-	✓	-	-
Other selected personal cards	-	-	✓	✓

- A1.4** Any dispute related to the insurance will be submitted to the competent court in the Czech Republic for decision. It is also possible to contact the Czech Trade Inspection Authority (www.coi.cz) for an out-of-court dispute resolution. If you have taken out insurance in the form of distance trading (online), you can also use the platform set up by the European Commission to resolve online disputes, available at <http://ec.europa.eu/odr/>.
- A1.5** Czech is the language of communication. All amounts and payments related to the insurance are payable in territory of the Czech Republic and stated in the currency valid in the Czech Republic.
- A1.6** In these Insurance Terms and Conditions, we sometimes use terms that have their specific meaning defined either directly in the given provision or in Part L. - Definition of Terms of these Insurance Terms and Conditions. We use these terms with capital letters.

Article A2. Insurance participants

- A2.1** **Policy holder:** Komerční banka, a. s., Na Příkopě 33/969, 114 07 Prague 1 (hereinafter referred to as "KB"). The Policyholder is a legal entity that has concluded a framework Agreement with the Insurer on collective insurance for payment cards and is, in accordance with Act No. 170/2018 Coll. on the distribution of insurance and reinsurance, entitled to perform the activity consisting in offering of the opportunity to become an Insured.
- A2.2** **Insurer:** Komerční pojišťovna, a. s., Karolinská 1/650, P. O. Box 39, 186 00 Prague 8 (hereinafter also referred to as "We"). The Insurer is a legal entity which is obliged, in the event of an Insured Event, to provide insured benefits to the Authorized Persons (Beneficiaries).
- A2.3** **Assistance company:** AXA ASSISTANCE CZ, s.r.o., Hvězdova 1689/2a, 140 62, Prague 4. The assistance company designated by us is a legal entity that provides insured benefits and the related assistance services to the Authorized Persons on our behalf. The assistance company represents us in the application, investigation and loss adjustment of Insured Events. The assistance company or another representative authorized by us have the right to act on our behalf regarding all Insured Events defined by this insurance.
- A2.4** **Insured persons:** the insured person (hereinafter referred to as the "Insured") is always You as the holder of the card that is issued to the account maintained by Komerční banka, a. s. and to which the Additional Service or Optional Additional Service is provided. The Insured person within the scope of the insurance option **My Travel insurance Family, Travel insurance of Gold personal cards, Travel insurance of Premium cards** is also:
- a person who is in a relationship with you of a husband, wife or a partner within the meaning of the Registered Partnership Act, or in a relationship of two persons of the same sex considered under a law other than Czech law as a relationship similar to the registered partnership, or a partner living in the Joint Household with the holder (hereinafter referred to as the "Partner"),
 - a person who is in a relationship with you of a husband, wife or a partner within the meaning of the Registered Partnership Act, or in a relationship of two persons of the same sex considered under a law other than Czech law as a relationship similar to the registered partnership, or a partner living in the Joint Household with the holder (hereinafter referred to as the "Partner"),

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

- c) the child/children of the holder and the child/children of the Partner, dependent, under the age of 21 at the time of crossing the state border of the Czech Republic when leaving the Czech Republic, including the dependent children, adopted, entrusted to custody or foster care (hereinafter referred to as the "Child" or "Children"),
- d) grandchild/grandchildren of the Cardholder or grandchild/grandchildren of the Partner, dependent, under the age of 21 at the time of crossing the state border of the Czech Republic when leaving the Czech Republic, including dependent grandchildren, adopted, and entrusted to custody or foster care (hereinafter referred to as the "Grandchild" or "Grandchildren").

The travel insurance **applies** to the Insured persons listed in Article A2.4 letter a) and b) **even if they do not travel together with You**.

For insured persons listed in Article A2.4 letter c) **that means the Grandchildren** the travel insurance applies **only if they travel together with You**, that means with the cardholder (the so-called Joint travel).

Article A3. Insurance inception, end of insurance, insured period

A3.1 The insurance arises on the first day following the day of signing the KB Payment Card Agreement or the amendment to the KB Payment Card Agreement and is linked to the period of validity of the provision of the Additional Service or Optional Additional Service. KB reserves the right to cancel these services, change their content or introduce new ones at any time, and KB must inform you of such a change with the means of communication agreed with you, at least two months before the proposed effective date of this change. The Insured acknowledges that these Insurance Terms and Conditions are amended by agreements entered into by Us and KB due to their nature as group insurance.

The insurance terminates on the last day of the calendar month in which:

- the payment card expires and is not automatically renewed, or
- the payment card is stoplisted and no new payment card is issued after the stoplisting, or
- the payment card is cancelled or returned to the policyholder or is not activated within the agreed period or there is another reason for which the holder loses the right to use the payment card and which is not mentioned in this provision, or
- the contractual relationship on the basis of which the insurance arose is terminated.

The insurance period for which the premium is paid is one calendar month.

The insurance period for the Optional Additional Service (that means insurance that is separately agreed with the payment card) is one year. The insurance period is automatically extended for another year, unless the Account Holder notifies KB that he/she is not interested in further insurance, no later than one month before the expiry of the insured period.

The account holder is entitled to terminate the insurance, which is an Optional Additional Service, in the second and the following year of the duration of this service, at any time. The insurance expires on the last calendar day of the month in which the cancellation of the contract was delivered to KB.

KB is entitled to terminate an individual insurance plan, which is an Optional Additional Service, in the second and the following year of the duration of this service, at the end of the insured period. If the cancellation of the contract is delivered later than six weeks before the date on which the insured period expires, the insurance expires at the end of the following insured period.

Article A4. Territorial and time effectiveness of insurance

A4.1 The insurance covers an unlimited number of private and business trips Abroad, always starting and ending in the Czech Republic and made during the insured period. If a foreign trip lasts longer than 90 days, the insurance is effective only during the first continuous 90 days of this trip. The insurance is effective only Abroad. It does not apply to trip cancellation insurance and insurance of missed departure.

The effectiveness of the insurance occurs on each trip at the moment of crossing the state border of the Czech Republic during the departure, in the case of air transport crossing the border of the Czech Republic at the moment of boarding the aircraft. This does not apply to trip cancellation insurance and missed departure insurance from the Czech Republic.

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

The effectiveness of the insurance ends on each trip at the moment of crossing the state border of the Czech Republic on return, in the case of air transport crossing the border of the Czech Republic at the moment of disembarking from the aircraft in the Czech Republic. The effectiveness of the insurance ends no later than 24:00 on the 90th day of a continuous stay Abroad.

The insurance does not cover the territory of the state where the Insured is staying illegally. The effectiveness of the insurance is not conditioned by the use of the payment card.

Article A5. Concurrence with other insurance

- A5.1** If the conditions of this insurance and at the same time the conditions of some other insurance of international payment cards issued by KB apply to any Insured Event, we shall provide insured benefits from only one insurance program / insurance that has the highest insurance limits or sums insured.

Article A6. Information on the processing of personal data

- A6.1** Immediately after the conclusion of the Agreement (but no later than within one month), KB will provably acquaint you with the Information Memorandum, which contains information concerning the processing of personal data and the related rights and obligations, and will inform you that the current version of this Information Memorandum can be found at our website <https://www.kb-pojistovna.cz/cs/kb-pojistovna/ochrana-osobnich-udaju.shtml>.

Immediately after the moment you provide us with personal data concerning the Insured Persons, but no later than within one month of the provision, you are obliged to acquaint these Insured Persons with this Information Memorandum and also to inform them that the current version of this Information Memorandum can be found at our website.

At the same time, we would like to inform you that due to the certification of the entitlement to the insured benefits, to provision of assistance services and the loss adjustment of the Insured Event, we process the personal data of the Insured Persons, that means your personal data and also the personal data of the persons entitled to insured benefits based on these Insurance Terms and Conditions.

Article A7. Scope and limits of the insured benefit

- A7.1** **Insured benefit limits.** The limits for insured benefits specified in Article **A7.3** apply to one Insured Event and one Insured person. In the case of **Insurance of trip cancellation Abroad**, the indemnity limit applies to one Insured for all Insured Events that occur Abroad during the effectiveness of the insurance.
- A7.2** The insured benefit is always payable in the currency valid in the territory of the Czech Republic according to the CNB exchange rate valid on the day of the Insured Event and in the territory of the Czech Republic with the exception of direct payments to foreign medical facilities, foreign injured parties or other foreign entities, unless otherwise agreed or specified in the Insurance Terms and Conditions.

A7.3

My travel insurance / My travel insurance family Type of insurance protection	Insured benefit limit (in CZK)
Health emergency insurance (of which limit for dental treatment CZK 20 000)	2 500 000
Personal liability insurance for damage to health including the consequential financial damage	1 000 000
Personal liability insurance for damage to property/animal including the consequential financial damage	1 000 000
Death by Accident Insurance	100 000

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Travel insurance related to KB personal payment cards Type of insurance protection	Travel insurance Gold personal cards Insured benefit limit (in CZK)	Travel insurance premium cards Insured benefit limit (in CZK)
Health emergency insurance (of which limit for dental treatment CZK 50 000)	5 000 000	10 000 000
Insurance in case of permanent consequences of an Accident and death by the Accident – Accidental insurance	200 000	500 000
Personal liability insurance for damage to health/property/animal including the consequential financial damage	1 500 000	3 000 000
Trip cancellation insurance (20% co-participation of the Insured)	40 000	50 000
Trip cancellation insurance Abroad (20% co-participation of the Insured)	15 000	15 000
Luggage Insurance	30 000	50 000
Luggage delay insurance	5 000	10 000
Missed departure insurance	15 000	15 000
Insurance of legal assistance in a traffic accident / delivery of bail	200 000 / 200 000	200 000 / 200 000
Insurance of personal documents	5 000	10 000

Article A8. General exclusions from insurance

- A8.1 The insurance does not cover the damage that has arisen in connection with or as a result of:**
- a war or civil war, in relation to civil unrest, rebellion, coup and an international peacekeeping or a security mission,
 - terrorist attack (that means by political, social, ideological or religiously motivated violence) if the Insured participated directly in the event or if the Insured commences the trip after the Ministry of Foreign Affairs of the Czech Republic or state authorities of the Czech Republic have declared that they do not recommend traveling to the given state or region (for example due to security situation, etc.),
 - exposure to nuclear energy, radiation, exhalations and emissions,
 - alcohol consumption, drug or addictive substance use or drug abuse by the Insured,
 - HIV infection (AIDS), infectious sexually transmitted diseases and any of their consequences,
 - trips taken by the Insured after the Ministry of Foreign Affairs of the Czech Republic or another competent body of the state administration of the Czech Republic has declared that it prohibits, does not recommend or recommends considering travel to the given state or area (for example due to war, civil unrest, natural disasters, epidemics, pandemics, etc.), if the Loss Event was causally related to the reason stated in the travel ban /non-recommendation notification,
 - deliberate non-compliance with the legal regulations of the given country by the Insured; riots caused or criminal activity committed by the Insured or other persons at the initiative of the Insured (such as driving the motor vehicle by the Insured without the driving license) - this exclusion does not apply to the Legal Aid Insurance in the event of a traffic accident,
 - participation of the Insured in attempts to achieve record speed or as a result of any competitive activities with similar objectives,
 - intentional self-harm, suicide or attempted suicide.
- Other exclusions from the insurance may be stated in other parts of these Insurance Terms and Conditions.

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A8.2 We will not provide the insured benefit for damages that occur during the following dangerous activities:

- a) active participation of the Insured in races, competitions or in preparation for them as a driver or co-driver of motor vehicles on land, in water or in the air,
- b) activities using both parachute and non-parachute techniques (for example paragliding, parasailing, parachuting, flying by any means other than a scheduled air passenger transport aircraft or a special group flight registered with the OAG Worldwide Flight Guide); performing the function of a pilot or other member of the crew of an aircraft or helicopter, or other activities with a similar risk,
- c) the performance of the activities of a pyrotechnician, stuntman, artist or game tamer,
- d) bungee jumping, canyoning, speleology,
- e) operation of any winter sport (for example skialpinism, snowrafting, snowkiting, jumping, flying and acrobatics on skis, race bobsleigh, racing sledges, scooters, ski bobs, etc.) with the exception of skiing and snowboarding on marked tracks and cross-country skiing, sledging on marked tracks, ice hockey and ice skating, with the exception of riding in an ice trough,
- f) mountaineering,
- g) hiking and/or trekking in a difficult terrain of level 3UIAA and higher operated both on marked paths and off marked paths and routes/trails open to public, stay and movement in the mountains at an altitude of more than 4 500 meters above sea level, movement on secured road in a rocky terrain - via ferrata of C degree of difficulty (according to the Austrian classification), or D (according to the French /Italian classification) and higher,
- h) expeditions to places with extreme climatic or natural conditions, to geographically remote places or to large uninhabited areas (deserts, polar regions, the high seas, etc.); any extraordinary actions for the purpose of saving lives or finding a person in an environment with extreme climatic or natural conditions,
- i) cycling in a dangerous terrain that is not intended for cycling or in places where cycling is prohibited, downhill cycling,
- j) hunting, fishing at sea (with the exception of fishing from the shore or within the coastal sea), active herpetology, the exercise of the right to hunt,
- k) sailing outside the coastal sea, surfing at sea; descending a watercourse of level WW III and higher difficulty; diving with a breathing apparatus (with the exception of diving with a breathing apparatus to a depth of less than 30 m with an instructor or provided that the person is the holder of the necessary certificate (authorization) to carry out the activity),
- l) sailing on high seas (with the exception of commercial passenger transport),
- m) sailing other than on high seas, unless it is a recreational voyage on small-scale vessels,
- n) stay in a high-risk workplace, such as construction sites, workplaces situated below the water surface, mines, oil extraction facilities, etc.,
- o) performance of professional sports activities, active participation in sports competitions related to professional sports activities or preparations for them (with the exception of card and chess competitions),
- p) riding quad bikes

Article A9. General obligations of the Insured

- A9.1** In case of a Loss event, you must **call the headquarters of the assistance company Axa Assistance CZ, s.r.o., without undue delay**. The "+" symbol indicates the prefix for an international call from the country you are calling from. This service is available 24 hours a day all year round and its operators speak Czech and several other foreign languages.

Phone number **+420 272 101 030**

Applies to **My travel insurance / My travel insurance family / Travel insurance to Gold personal cards**.

Phone number **+420 272 101 033**

Applies to **Travel insurance to premium cards**.

A9.2 The Insured is also obliged to:

- a) in the event of any health problems, consult his/her attending physician in connection with the nature of the trip and follow his/her instructions before traveling Abroad;
- b) to have with him/her sufficient quantities of medicines that he/she regularly takes,
- c) take appropriate care of his/her state of health, in the event of illness or injury, undergo a medical

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- treatment without undue delay and follow the doctor's instructions,
- d) take preventive measures to reduce the possibility of a Loss event (for example professional adjustment of bindings for downhill skis, mandatory and recommended vaccinations before traveling to exotic countries) and use appropriate protective equipment (work protective equipment, helmet for cycling and downhill skiing, helmet and life jacket for water sports, etc.),
- e) do everything possible to avert the Insured Event.

Article A10. Obligations in case of an Insured Event (Claim)

- A10.1** In case of a Loss Event, you are obliged to:
- a) do everything possible to reduce the extent of the damage and its consequences,
 - b) report the Loss Event without undue delay after its occurrence to the assistance company and follow the instructions of its representatives,
 - c) proceed in proceedings for compensation of damages from the Loss Event in accordance with the instructions of the assistance company,
 - d) ensure the right to compensation against a third party,
 - e) report the Loss Event in writing to the address of the Assistance Company (**Article A2.3**) without undue delay after its occurrence, but no later than 31 days from the occurrence of the Loss Event, unless your state of health prevents this; it is necessary to state the name and address of the holder, the name and address of the Insured and details of the occurrence of the Loss Event,
 - f) submit to the assistance company the original documents related to the Loss Event, or the originals of duplicates of these documents, if the originals were taken over by the health insurance company or another third party, whereas the duplicates must contain a confirmation from the health insurance company or a third party of the receipt of the original and of the amount of costs paid by them; provide at own expense an official translation of these documents into Czech, if they are not issued in English, French, German, Russian or Spanish,
 - g) submit other necessary documents for the payment of the insured benefit that We or the assistance company require,
 - h) immediately send the receipts sent by a third party to the Insured's address to the assistance company and not to pay them,
 - i) provide true and complete information on the occurrence and consequences of the Loss Event and provide us with cooperation during the investigation of the Loss Event,
 - j) report all insurance plans regarding the same insurance risk, which were also concluded with other insurance companies and which were effective at the time of the occurrence of the Loss Event,
 - k) prove the start of the journey; in the case of Joint travel with the cardholder, prove this journey (for example by a ticket, boarding pass, card payment, stamp in the passport, etc.),
 - l) transfer any claims against third parties to us in writing, up to the amount of costs covered by the insurance, but not against persons living with you in the Joint Household (unless the damage is intentional or caused by alcohol or drugs),
 - m) announce and prove the amount that was paid to you in connection with the Loss Event by the health insurance company or another third party, even subsequently,
 - n) to be examined by a doctor appointed by us or by the assistance company, if we request this,
 - o) release the attending physician from confidentiality so that we can assess the given situation (actions of the attending physician and the physician authorized by us or the assistance service),
 - p) assist us in asserting all claims which have been transferred to us by the payment of the insurance indemnity, while providing us with all the necessary information and evidence.

Article A11. Transfer of insurance rights

- A11.1** By paying the insured benefit, your right to compensation for damage caused by the Insured Event passes to us, up to the amount of the indemnity we have provided to you.

Article A12. Limitation of the insured benefit and contractual sanctions for breach of duty by the Insured

- A12.1**
- a) If you have obtained compensation from a liable third party or from other legal relationships, we are entitled to reduce the indemnity for non-life insurance by this amount.
 - b) We are not obliged to provide the insured benefit if:
 - i) you do not release the attending physician from confidentiality towards us,

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- ii) you refuse to undergo the medical examination,
 - iii) you do not submit the documents within the meaning of Article **A10.1** letter f),
 - iv) you will not truthfully inform us about the occurrence of the Loss Event.
- c) If you have knowingly breached your obligation to avert the Insured Event to the best of your ability or prevent the increase of its consequences, we may reduce the indemnity in proportion to the effect of the breach on the extent of the obligation.
- d) If you have breached the obligations specified in Act No. 89/2012 Coll., the Civil Code, as amended or within these Insurance Terms and Conditions, and this breach had a material effect on the occurrence of the Insured Event, its course or increase in the extent of its consequences or to the finding or determination of the amount of insurance indemnity, we may reduce the insurance indemnity in proportion to the effect of this breach on the extent of the obligation.
- e) If the costs of the investigation incurred by us were caused or increased by a breach of the obligations of the Insured or the Beneficiary, we have the right to demand a reasonable compensation from the person who breached the obligation.
- f) If you have waived your right to compensation or any other similar right or have not exercised this right in time, or have otherwise thwarted the transfer of your claims to us, we have the right to reduce the indemnity up to the amounts you could otherwise receive.
- g) If our obligation to reimburse the travel expenses is stipulated within the provided insured benefit and if it is possible to use a ticket/air ticket that you have acquired and that you intended to use for the return journey, we may require that you use this ticket.

Article A13. Assistance service

- A13.1 Providing assistance services Abroad.** The scope of assistance services, which is related to individual types of insurance protection, is specified in other parts of these Insurance Terms and Conditions. As a part of the assistance services, you can have a message sent to your relatives or business partners in the event of an Insured Event. We will also reimburse any costs for telephone calls made from Abroad, and only with the assistance service, if these are calls in connection with the Insured Event and it will be provable that you made these calls with the assistance service (for example a statement of an itemized telephone bill). The fee for issuing an itemized telephone bill from the relevant operator is not the subject of this insurance. In case of problems, the assistance company will contact the Insured with the relevant embassy, or will provide the name and address of a local lawyer or provide assistance with communication in a foreign language in connection with the Insured Event.
- A13.2 Providing assistance services in the Czech Republic.** Before embarking on a trip, you have the right to contact the assistance company and request information on visas, health requirements, climate, currencies, local customs and the necessary information about foreign authorities.

Article A14. Rescue costs

- A14.1** Rescue costs mean the purposefully incurred costs to avert the imminent Insured Event, mitigate the consequences of an already occurring Insured Event, remove the insured property damaged by the Insured Event or its remnants, if it is necessary to do so for hygienic, environmental or safety reasons.
- A14.2** We will reimburse the rescue costs and the damage suffered in connection with the activity referred to in Article **A14.1** up to a maximum of: a) in the case of saving life or health of persons, 30% of the upper limit of indemnity for one Insured Event agreed for a specific scope of insurance; from which the occurrence of the Insured Event threatened or from which the Insured Event occurred, which is related to the occurrence of rescue costs or the occurrence of damage, b) in cases not specified in letter a) 10% of the upper limit of the insured benefit for one Insured Event agreed for a specific scope of insurance from which the occurrence of the Insured Event threatened or from which the Insured Event occurred, which is related to the occurrence of the rescue costs or the occurrence of damage.

Article A15. Form of communication and delivery

- A15.1 Delivery of written correspondence.** You can deliver the correspondence intended for us in person during the insurance period through a bank adviser at a Komerční banka, a. s. branch Or you can send it by post to the address Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava. Correspondence intended for the assistance company concerning the **reporting of an Insured Event** can be sent by post during the insurance period to the address Axa Assistance CZ, s.r.o., Hvězdova 1689/2a, 140 62, Prague 4.

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Correspondence in connection with **complaints** can be sent to Komerční pojišťovna, a.s., Palackého 53, 586 01 Jihlava, or it is possible to contact the Czech National Bank as the financial market supervisory authority in the Czech Republic.

A15.2 Delivery of electronic correspondence. You can also send us documents for which a written legal form is not required via **e-mail** to the e-mail address published by us. You may communicate through an **electronic system** if you are expressly permitted to do so. Electronic system is a means of communication, including an electronic system of a third party (for example direct banking means of Komerční banka, a. s.), which enables the identification of the content of your legal proceedings, its determination and whose records are made systematically, sequentially and are protected against changes.

A15.3 Moment of delivery of your correspondence. Correspondence that you deliver to us through a **bank adviser** at Komerční banka, a. s. branches is delivered on the day you hand it over to the bank adviser at the branch. Correspondence that you send to us through a **postal service provider** (hereinafter referred to as the "Post" or "Post office") is delivered on the day it is delivered to the address of Komerční pojišťovna, a. s., Palackého 53, 586 01, Jihlava. Correspondence that you deliver to us in the form of **electronic correspondence** will be deemed as delivered the next working day after its provable sending. If you communicate through an electronic system, it is considered that we have received the expression of will on the first working day after its provable sending.

A15.4 How we deliver to you. We may send legal proceedings, notices and other communications (hereinafter referred to as the "Documents") to a pre-agreed correspondence address or the last known address of your residence (hereinafter referred to as the "Delivery Address") by post or by e-mail if a written form is not required for the given type of correspondence, or hand it over to you through our employee or another person authorized by us. If you have a residence address outside the Czech Republic, you must provide a delivery address in the Czech Republic during the entire duration of the insurance. If you do not obtain a delivery address during this period, we are entitled to charge you the costs associated with sending of the correspondence Abroad. If you have taken out the insurance in the form of a distance selling (online or through a call centre), the preferred method of communication is always an electronic mail (e-mail).

A15.5 Changing delivery data. You are required to promptly notify us of any change in the address of residence, postal address, or e-mail address. If we are unable to deliver you any correspondence on the grounds that you are violating this obligation, then it applies that such message is delivered to you within the deadlines listed below.

A15.6 Moment of delivery of our written correspondence. The correspondence that we send you by post is considered as delivered:

- a) on the day of the receipt of the consignment, even if such a consignment was taken over by another person instead of you at the relevant address,
- b) on the day on which the acceptance of the consignment was refused,
- c) on the day of return of the consignment as undeliverable for other reasons.

If the consignment has been deposited for collection at the Post Office, the document shall be deemed to have been delivered on the seventh working day following the day on which the consignment was deposited for collection at the Post Office; even if you picked it up after the lapse of the seven working days after the day of storage.

Unless stated otherwise in the above provision and the consignment was sent by Post as registered mail, then on the seventh working day after its dispatch, but if the consignment was sent by Post as ordinary mail, then on the third working day after its dispatch and when delivering outside the Czech Republic, the fifteenth day after sending it. You have the opportunity to prove the existence of objective reasons that prevented you from securing the delivery of the shipment, or caused it to be undeliverable for other reasons, to accept the shipment or to pick up the stored shipment at the post office.

A15.7 Moment of delivery of our electronic correspondence. The correspondence we send you electronically will be deemed delivered on the next working day after it is sent to the last known electronic address.

A15.8 Delivery of the Insurance Terms and Conditions. In case of concluding the Contract in person (at a branch), we will provide you with the Insurance Terms and Conditions in the manner you have chosen during this negotiation.

If you have agreed to the electronic form of provision when negotiating the Agreement through Komerční banka, a.s. (you have signed the document Consent to the method of providing pre-contractual information and conditions or otherwise expressed the interest in this method of providing documentation), the written Insurance Terms and Conditions will be sent to you preferentially to the relevant mailbox in the direct banking service of Komerční banka, a.s., if you have established such a

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service. After the delivery, download these documents and save them on your own permanent data carrier; Please note that the time for archiving them in the relevant mailbox of your direct banking service may be limited. If you do not have a direct banking service set up by Komerční banka, a. s., these documents will be sent to the e-mail address of your choice.

In the case of concluding the Contract in the form of distance selling, the Insurance Terms and Conditions will be sent to the e-mail address provided by you. Even in this case, download the documents after the delivery and save them on your own permanent data carrier, as the time of their archiving may be limited. You can request the provision of the Insurance Terms and Conditions in a printed form (on paper) at any time during the insurance period.

PART B. HEALTH EMERGENCY INSURANCE

Article B1. Scope of insurance

- B1.1** **Scope of insurance.** Health emergency insurance covers the necessary costs of your treatment and other costs referred to in Article **B3**, which you were forced to incur as a result of the Insured Event, which occurred during the period of validity of the insurance Abroad.

Article B2. Insured Event (Claim)

- B2.1** **Insured Event.** The Insured Event is the occurrence of an emergency medical condition of the Insured as a result of an illness or Accident, which occurred during the insured period Abroad and which requires an urgent treatment or examination Abroad and which the Insured reports to the assistance company without undue delay, if it is possible with regard to his/her medical condition. The day of the occurrence of the Insured Event means the day of occurrence of the acute medical condition. We also consider as an Insured Event a confirmed reasonable suspicion (for example a proof of contact with an infectious person issued by local authorities, etc.) of a highly infectious disease and the related placement of the Insured in an ordered quarantine Abroad.
- B2.2** In the event of an Insured Event for which the period of treatment of the Insured exceeds the effectiveness of this insurance, we will reimburse the necessary, unavoidable and purposefully incurred costs related to this treatment to the extent necessary to stabilize the Insured's health to such an extent that he/she is able to be transported (repatriated) back to the Czech Republic. If the Insured decides to continue in his/her stay Abroad, we will reimburse the costs associated with the subsequent treatment only up to the costs corresponding to the repatriation of the Insured to the Czech Republic, after agreeing with the assistance service.

Article B3. Insured benefit

- B3.1** In the event of an Insured Event, we will reimburse the necessary, unavoidable and reasonable costs of:
- medical treatment** in the event of an emergency medical condition,
 - dental treatment** to the extent of providing first aid to eliminate a sudden pain within the limit for dental treatment specified in Article **A7** or as a result of an Accident, (for dental treatment as a result of an Accident we will provide the insurance indemnity up to the Health Emergency Insurance Limit),
 - medicines** prescribed by a doctor in connection with the Insured Event,
 - stay in a hospital (hospitalization)** in a standard room with the usual equipment and standard medical care for the time strictly necessary, diagnostic examinations, treatment incl. surgery, anaesthesia, material and hospital food costs,
 - necessary medical aids** (for example crutches, corsets, orthoses etc.) in connection with the Insured Event,
 - medical transport with the necessary medical equipment** to a doctor or to the nearest suitable medical facility Abroad (also calling a doctor to the Insured, if this service is available in the given area), transport between the medical facilities, if required by the Insured's condition and this is confirmed by the attending physician and the physician or medical team authorized by the assistance company, the medically justified transport from the medical facility back to the place of residence Abroad,
 - transport to a follow-up examination and back** during the treatment, if it is not possible to use

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- public transport for such transport,
- h) **transport by helicopter**, that means transport from the place of injury or illness to the nearest medical facility, if required by the condition of the Insured,
 - i) **repatriation accompanied**, that means the transport of the Insured with the necessary medical equipment to a hospital in the Czech Republic, or to a hospital in the state where the Insured is the participant in public health insurance,
 - j) **repatriation**, that means (transport of the Insured) to the Czech Republic, or to the state where the Insured is a participant of public health insurance (however, up to the amount of costs corresponding to the repatriation to the Czech Republic) in case the Insured is not be able to use the originally planned means of transport (we reserve the right to decide with the consent of the attending physician on the repatriation of the Insured),
 - k) **transport of the Insured's remains** in the event of his/her death to the Czech Republic or to the state where the Insured is a participant in public health insurance (up to a maximum of the costs corresponding to the transport of the remains to the Czech Republic),
 - l) **burial or cremation** of the Insured in the state where he/she died, if the laws of the country do not allow the transport of mortal remains or in agreement with the survivors, a burial or cremation in the state where he/she died and the subsequent transport of the urn to the country of origin or homeland (however, up to the costs corresponding to the transport of mortal remains to the Czech Republic), the method and arrangement must be approved in advance by Us/the assistance company,
 - m) **a visit by a Closely related person** in the hospital in case it is not possible to transport the Insured to the Czech Republic for health reasons, and if he/she has to stay in the hospital for more than ten calendar days, the assistance company will arrange this and We will pay for an adequate return ticket (airplane ticket, ticket etc.) for one closely related person of the Insured,
 - n) **premature necessary repatriation** in case of death of a Person close to the Insured or in case of a sudden hospitalization of a Person close to the Insured due to a serious medical condition that occurred during the Insured's stay Abroad, if it is assumed that this person must remain in hospital for more than five calendar days or if he/she is in a condition of a serious threat to life,
 - o) **extension of stay** in the event that the Insured must, on the recommendation of a doctor (for example after discharge from the hospital or for other medically justified reasons) extend his/ her stay Abroad, up to a maximum of CZK 2,500 per night, but not more than five nights,
 - p) **extension of stay for one Travelling Companion**, if required by the current state of health of the Insured and if this is confirmed and approved by a doctor or a medical team authorized by the assistance company, up to a maximum of CZK 2,500 per night, but not more than five nights. If under aged children also travel with the Travel Companion, who, for this reason, cannot return from Abroad by the originally planned means of transport, the extension of the stay would also apply to them,
 - q) **return of the Travelling Companion to homeland** within the meaning of Article B3.1 p) after the extension of the stay by an adequate transport, provided that he/she could not return by the originally planned means of transport. If under aged children who also could not return from Abroad by the originally planned means of transport travel with this Passenger, the provisions of this Article would also apply to them,
 - r) **return of other Insured persons** from Abroad to homeland in the event of repatriation of the Insured within the meaning of Article B3.1 letter i) to l), by appropriate means of transport, provided that they could not return by the originally planned means of transport, must be approved in advance by Us or the assistance company,
 - s) **accompanying children on their return home** for a person designated by the Insured or another person Closely related to the Insured by an adequate transport from the Czech Republic and back, if none of the Insured or **Travelling Companion** over 18 years of age is able (due to the emergency health condition or death of the Insured) to take care of Insured children under the age of 15 traveling with the Insured,
 - t) **arrival of a substitute employee** in the event of repatriation of the Insured within the meaning of Article B3.1 i) to l), or in the case of hospitalization of the Insured due to a serious medical condition, if it is assumed that the Insured must remain in hospital for more than five calendar days, who replaces the Insured and continues in his/her mission, by appropriate means of transport to the place from which the Insured was repatriated or where he/she was hospitalized.

With regard to technical and health aspects, only physicians authorized by the assistance company are entitled to decide on the repatriation, the means of transport and the choice of a suitable hospital, who, if necessary, will also consult the Insured's attending physician.

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Article B4. Scope of assistance services in connection with Health Emergency Insurance

B4.1 Assistance services provided in connection with Health Emergency Insurance include:

- a) recommendation of an appropriate procedure in case of an Insured Event,
- b) informing the client about claims arising from insurance and about the agreed exclusions,
- c) informing the client about the procedure during the cost recovering,
- d) recommendation of a medical facility to the client,
- e) decision on the means of transport and the choice of a suitable hospital,
- f) ensuring and verifying the client's admission for treatment during office hours,
- g) arranging a doctor if this service is available in the given area,
- h) in the event of necessary hospitalization, the provision of a guarantee of reimbursement or a financial advance payment and the provision of financial compensation with the hospital,
- i) monitoring the development of the client's health condition during hospitalization and maintaining contact with the client or persons dependent on him/her or other persons involved,
- j) professional consultations concerning the Insured's state of health with a doctor or medical team authorized by the assistance company,
- k) ensuring the dispatch of medicines and medical supplies, if they are not locally available,
- l) arranging and organizing the transport of the Insured in the event of medical justification to the nearest hospital,
- m) ensuring and organizing the repatriation of the client in case of medical justification and professional accompaniment within the repatriation,
- n) ensuring and organizing of adequate transport there and back to one Person Closely related to the Insured in the sense of Article B3.1 letter m),
- o) decision on the method of transport of the Insured's remains in the sense of Article B3.1 letter k) and securing and organizing this transport,
- p) provision and organization of adequate transport in case of a premature return to the homeland within the meaning of Article B3.1 n),
- q) ensuring and organizing adequate transport in the case of the return of one Passenger or his/her minor children from Abroad to their home country within the meaning of Article B3.1 q),
- r) securing and organizing adequate transport in the event of the return of other Insured persons from Abroad to their homeland within the meaning of Article B3.1 r),
- s) provision and organization of adequate transport in the case of accompanying children on their return home within the meaning of Article B3.1 s) and the designation of the accompanying person, if it was not designated by the Insured or another person closely related to the Insured,
- t) provision and organization of adequate transport in the event of the arrival of a replacement employee within the meaning of Article B3.1 t), if this service was used immediately after the assistance company decides on the repatriation of the Insured.

Article B5. Exclusions from Health Emergency Insurance

B5.1 In addition to the exclusions set out in Article A8, we are not obliged to pay out the insured benefit if:

- a) the emergency medical condition is related to an illness or Accident or their consequences that the Insured suffered from or knew about during the six months before the insurance came into force, regardless of whether or not they were treated - this exclusion does not apply to the costs of averting an immediate threat to life or stabilized chronic disease,
- b) the Insured took a trip during the period of incapacity for work or despite the doctor's disapproval, or took it for the purpose of his/her treatment Abroad,
- c) medical care was provided without the consent of the assistance company or Us, with the exception of acute medical care to avert permanent damage to health or imminent danger to life,
- d) the treatment was not necessary or urgent, or if the Insured could return to the Czech Republic immediately after the recommendation of the doctor of the assistance company after the diagnosis or the necessary treatment,
- e) the treatment took place after the date after which, in the opinion of the doctor authorized by the assistance company, the Insured's state of health allowed a repatriation, if the repatriation was technically feasible and if such treatment costs exceed the Insured's repatriation costs,
- f) Loss event occurred due to the action of microbial poisons and immunotoxic substances or due to nuclear radiation.

B5.2 We do not cover the costs of:

- a) treatment, transport and other services, if the emergency health condition occurred in the state

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- where the Insured is a participant in public health insurance,
- b) generally scientifically unrecognized methods of treatment and medicine and elimination of the consequences of their application; acts performed by a person without appropriate qualifications; treatment by the Insured or a Person closely related to the Insured,
 - c) treatment, medical transport and repatriation in connection with mental illness, depression and nervous disorders,
 - d) abortion and its complications,
 - e) treating complications of high-risk pregnancy or any complications related to pregnancy after the 24th week of pregnancy; examinations to detect pregnancy, childbirth, examination and treatment of infertility, artificial insemination and costs associated with contraception and hormonal treatment related to pregnancy and planned parenthood,
 - f) rehabilitation; stay in spas, convalescent homes, sanatoriums and similar facilities,
 - g) cosmetic interventions,
 - h) dental procedures, with the exception of the necessary treatment of natural teeth in the event of acute pain or after an Accident which is an Insured Event,
 - i) above-standard care; preventive medical care, preventive vaccinations, vitamins, supportive drugs, prostheses and aids (insoles, contact lenses, glasses, etc.),
 - j) treatment that took place after returning to the Czech Republic or to the state where the Insured is a participant in public health insurance,
 - k) rescue operations related to the search for the Insured, if his/her health or life has not been endangered,
 - l) purchase of medicines for a disease known before traveling Abroad.

Article B6. Obligations of the Insured

B6.1 In addition to the obligations set out in Article A10, you are obliged to submit immediately after your return from the trip:

- a) a completed and signed form describing the occurrence of the Insured Event,
- b) the original of the medical report, the bill for treatment with the name and date of birth of the Insured, diagnosis, description of the disease, list of procedures, address of the medical facility, name and signature of the attending physician,
- c) a copy of the medical prescription with the name and date of birth of the Insured, the name and signature of the attending physician; receipt from the pharmacy with an indication of the type of medicine, price and address of the pharmacy,
- d) the police report in the event of an Accident in a traffic accident or in the event of a Loss event investigated by the police,
- e) the original or an officially certified copy of the death certificate and a medical certificate of the cause of death (submitted by the person who is entitled to insurance benefits),
- f) all unused tickets that could have been used and were not used due to the repatriation,
- g) proof of the use of protective equipment within the meaning of Article A9.2 d) in the event of an Accident during work or sports activities.

PART C. ACCIDENTAL INSURANCE

Article C1. Scope of insurance

C1.1 The insurance covers the case of death due to an Accident and the permanent consequences of the Accident.

Article C2. Insured Event (Claim)

C2.1 **Insured Event.** The Insured Event is the stabilization of the permanent consequences of the Accident or death as a result of the Accident, which occurred no later than one year after the Accident occurred, which occurred Abroad during the insurance period and which was rightfully claimed as an Insured Event from the Health Emergency Insurance (medical expenses insurance).

The date of the occurrence of the Insured Event means:

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- a) the day on which the permanent consequences of the Accident stabilized, but no later than the day on which three years after the occurrence of the Accident pass (if the stabilization does not occur by this time, the situation on the day on which three years from Accident pass is considered as the moment of the stabilization), or
- b) the day of death as a result of the Accident.

Article C3. Insured benefit

C3.1 Insured benefit for permanent consequences of the Accident. Permanent consequences of the Accident mean only the consequences of the Accident, which are no longer able to improve, that means they have a permanent influence on the physical and mental functions.

- a) If the Accident causes permanent consequences to the Insured, we will pay out the insured benefit in the amount of a percentage of the sum insured, which for individual damage according to the Classification corresponds to the extent of permanent consequences after their stabilization and if they did not stabilize, within three years of the date of the Accident, according to the percentage which corresponds to the condition as of the date on which three years have elapsed since the Accident occurred. If the Classification specifies a percentage margin, the amount of indemnity shall be determined so that within the given margin the indemnity corresponds to the nature and extent of the damage caused by the Accident. We determine the amount of benefits on the basis of the report and the result of the examination of the Insured by our medical examiner. We will arrange the examination to determine the permanent consequences at our own expense.
- b) If one Accident causes several permanent consequences to the Insured, the total permanent consequences are assessed by the sum of percentages for individual items, but not more than 100%.
- c) If the individual permanent consequences of an Accident after one or more Accidents concern the same limb, organ or a part thereof, we evaluate them as a whole, up to the percentage specified in the Classification for anatomical or functional loss of the relevant limb, organ or part thereof.
- d) If the permanent consequences of the Accident relate to a part of the body or organ that was damaged before the Accident, we will reduce the insured benefit by as much as the percentage corresponding to the extent of prevention of damage, also determined according to the Classification.
- e) If we cannot pay out the insured benefit because the permanent consequences of the Accident are not yet stable after six months from the date of the Accident, however, it is known what their minimum extent will be, we will provide the Insured with a reasonable advance payment upon his/her written request.
- f) If the Insured dies before the payment of the indemnity for the permanent consequences of the Accident, however, not as a result of this Accident, we will pay out to his/her heirs an amount corresponding to the extent of the permanent consequences of the Insured's Accident at the time of his/her death, however, the highest agreed limit of insurance indemnity in the event of death as a result of the Accident.

C3.2 Insured benefit regarding death as a result of an Accident. In the event of the death of the Insured as a result of an Accident, we will pay out the Beneficiary the agreed sum insured in the event of death as a result of the Accident. If the Insured died as a result of an Accident and We have already paid out the benefit for the permanent consequences of this Accident, we will pay out only the difference between the sum insured in the event of death as a result of the Accident and the amount already paid out.

C3.3 The sum insured for the Insurance in the event of permanent consequences of the Accident and death due to the accident is the limit of the insured benefit specified in Article **A7.3**.

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Article C4. Exclusions from the Insurance in case of permanent consequences of the Accident and death due to the Accident

- C4.1** In addition to the exclusions listed in Article A8, we also do not pay out the insured benefit:
- a) for death and permanent consequences which are a direct consequence of any disease,
 - b) for damage to health caused by pregnancy, childbirth, premature birth and abortion,
 - c) for the consequences of diagnostic, medical and preventive interventions that were not performed for the purpose of treating the consequences of the Accident,
 - d) for the onset and worsening of hernias and tumours of all kinds and origins, shin ulcers, diabetic gangrene, onset and worsening of aseptic tendonitis, muscle attachments, gravity sacs, synovitis, epicondylitis, intervertebral disc herniation and the related problems including vertebral glands algic syndromes, even if the cause of the listed problems is the Accident, sudden vascular events,
 - e) for mental illness, even if they occurred as a result of the Accident,
 - f) for collapses, epileptic or other seizures and convulsions that engulf the whole body, unless they have occurred solely as a result of the Accident,
 - g) for infectious diseases, even if they were transmitted by an injury caused during the Accident,
 - h) for accidents at work and for occupational diseases, if they do not have the nature of an Accident as defined in these Insurance Terms and Conditions,
 - i) for aggravation or manifestation of the disease as a result of the Accident,
 - j) for heart attacks or strokes,
 - k) in the event of a suicide, attempted suicide, intentional self-harm or declaring himself/herself dead,
 - l) if the Insured's Accident occurred in connection with the Insured's conduct, for which the Insured was found guilty of an intentional criminal offense or when he/she intentionally damaged his/her health,
 - m) if the Beneficiary intentionally caused the Insured Event by himself/herself or on his/her own initiative by another person,
 - n) if the initial medical treatment after the Accident did not take place in the territory of the state where the Accident occurred.

Article C5. Insured benefit limitation

- C5.1** We have the right to reduce the insured benefit by up to one half:
- a) if we find out that the Insured or the Authorized Person (Beneficiary) has been provided with information on the occurrence of the Accident other than which resulted from our investigation,
 - b) if the Insured or the Beneficiary fails to fulfil its obligation to report the Loss Event in accordance with Article A10.1 letter e),
 - c) if the Accident occurred in connection with an act by which the Insured or the Beneficiary caused a serious damage to health or death to another person;
 - d) if the Accident occurred as a result of the Insured's consumption of alcohol or applying an addictive substance or a preparation containing such a substance, if justified by the circumstances under which the Accident occurred; however, if the Accident resulted in the death of the Insured, we may reduce the insurance indemnity only if the Accident occurred in connection with the Insured's act, which caused a serious injury to health or death to another.
- C5.2** **Limitation of insured benefit in case of concurrence of several Accident insurance plans or supplementary insurance plans.** If the Insured has arranged more Accident Insurance plans or supplementary insurance plans with us (Death as a result of an Accident, Permanent Consequences of an Accident and Damage caused by an Accident), these Accident Insurance plans are in parallel. In the event of such concurrence, we are entitled to limit the indemnity from all these insurance plans due to one and the same cause (Insured Event) to the amount of CZK 10 million so that the total indemnity amounts to a maximum of CZK 10 million. If the insurance indemnity paid out from other concurrent Accident Insurance or supplementary insurance plans as a result of one and the same cause (Insured Event) reaches or exceeds CZK 10 million, we have the right not to pay out the insurance indemnity from this insurance.
- C5.3** **Limitation of insured benefit in the event of an intentional criminal offense.** A person who is to acquire the right to insured benefit by the death of the Insured shall not have this right if he/she caused the death of the Insured by an intentional criminal offense or participated in the commission of such a criminal offense and was

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convicted by a court. We are not obliged to pay out the insured benefit until the judgment becomes final.

Article C6. Obligations of the Insured

C6.1 In addition to the obligations set out in Article A10, the Insured is obliged to submit:

- a) a completed form describing the occurrence of the Insured Event,
- b) documents issued by local authorities describing the circumstances of the Accident (in the case of an Accident caused by a traffic accident, a police report), when and how the Accident occurred and who caused it, including an official translation into Czech, if the text is not in English, French, German, Russian or Spanish,
- c) a medical report issued by a doctor who provided immediate treatment after the Accident in the territory of the state where the Accident occurred,
- d) a document proving the cause of death, including the fact that the death occurred as a result of the Accident,
- e) a medical report regarding the impact of the Accident on the extent of permanent consequences,
- f) the necessary documents for the payment of the insured benefit that we require.

The Insured is also obliged to undergo a medical examination at our request, to prove himself/herself with an identity card or other valid identification document and to notify us of changes that affect the payment of insured benefits. If these obligations are not met, we are not obliged to pay out the insured benefit.

In the case of an examination requested by the Insured, the costs of this examination shall be borne by the Insured. If we provide further insured benefit on the basis of this examination, we will reimburse the Insured for the costs of this examination.

PART D. PERSONAL LIABILITY INSURANCE

Article D1. Scope of insurance

D1.1 Personal liability insurance for damage applies to the statutory obligation of the Insured to compensate a third party for damage under the conditions and to the extent stipulated by these Insurance Terms and Conditions regarding:

- a) health and life (bodily harm or death),
- b) an item (damage, destruction or loss of third party property),
- c) an animal (injury or death),
- d) consequential financial loss suffered in a causal connection with the previous damage referred to in point a) to c) of this paragraph - but it does not apply to the loss of profits.

Article D2. Insured Event (Claim)

D2.1 **Insured Event.** The Insured Event is the assertion of a right for compensation, which according to this part of the Insurance Terms and Conditions applies to the Insured, provided that the legal fact, which results in the obligation to indemnify, occurs during the effectiveness of this insurance and if other conditions stipulated by the insurance contract and these Insurance Terms and Conditions are met at the same time.

Article D3. Insured benefit

D3.1 **Insured benefit.** From the Personal liability Insurance, the Insured has the right, in the event of an Insured Event, that we reimburse the asserted and proven claims for damages to the extent and in the amount specified by the relevant legal regulation for which the Insured is liable under the relevant legal regulation, up to the limit of insured benefits referred to in Article A7.

Furthermore, within the limit of the insurance indemnity, we will also reimburse all costs incurred on the

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basis of our prior expressly given written consent in connection with this Insured Event.
We shall provide compensation for damage to the injured party on the basis of his/her request. If the court or another public authority decides on the compensation for damage, we are obliged to pay out the insured benefit only after we have received the final court decision about the termination of such proceedings.

Article D4. Exclusions from Personal liability Insurance

D4.1 In addition to the exclusions listed in Article 86, we are not obliged to provide the insured benefit for damage:

- a) caused by non-fulfilment of the obligation to avert the damage and to prevent the increase of the already incurred damage,
- b) caused also through negligence by the introduction or spread of a contagious disease of humans, animals or plants,
- c) caused by the operation or driving of means of transport with the exception of bicycles and scooters,
- d) on movables that the Insured or his/her Closely related persons or Travelling Companion use for their own needs (including items that have been lent to them or they have borrowed, leased, including leasing),
- e) which occurred as a result of alcohol consumption or application of narcotics or psychotropic substances by the Insured,
- f) caused by any of the Insured to another Insured within the meaning of Article **A2.4**, a Passenger or a Closely related Person or persons living with him/her in the Joint Household,
- g) caused by an activity common in civil life, if the Loss Event occurred on items in the household which the Insured visited during his/her stay Abroad,
- h) taken over contractually or otherwise beyond the scope stipulated by legal regulations, in case of the Insured's liability arising from any contract or agreement, except in cases where the Insured would be liable even without the existence of such a contract or agreement,
- i) arising from a breach of the legal obligation of the Insured before the commencement of the insurance,
- j) for which the legal regulation imposes an obligation to take out liability insurance or stipulates that the insurance arises on the basis of another legal fact,
- k) on items that the Insured uses illegally,
- l) caused intentionally,
- m) on items taken over by the Insured for the purpose of processing, repair, modification, sale, custody, storage or provision of professional assistance, if they are damaged, destroyed or stolen,
- n) on items on which the Insured performed the ordered activity, or damage to items that the Insured delivered to another person, and the damage arose due to the fact that the delivered items were of poor quality,
- o) during the application of which by a third party the Insured has not raised an objection to the statute of limitations or, without our consent, has entered into a settlement agreement or a court settlement,
- p) caused by the environment (for example contamination of water, soil, air, damage to flora and fauna, etc.),
- q) for a lost profit,
- r) incurred during the performance of work duties or in the performance of a profession, trade or other gainful activity,
- s) caused by the ownership, possession or use of weapons,
- t) caused by the ownership and keeping of animals,
- u) caused in connection with the ownership, possession, rent or management of real estate or on real estate.

Article D5. Obligations of the Insured

D5.1 Before making any declaration, acknowledgment of liability, payment or promise, the Insured is obliged to contact the assistance company immediately, notify it of the occurrence of the damage, if a claim has been made against him/her, provide all information about its occurrence and follow the instructions of the assistance company.

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- D5.2** The Insured cannot fully or partially acknowledge or satisfy any claim for liability for damage without the prior consent of Us or the assistance company. If it is not possible to obtain this consent and the Insured acknowledges and satisfies the claim for liability for damage, he/she is obliged to provide us with documents for the purposes of the investigation, which prove the origin of his/her liability for damage and the extent of the damage caused.
- D5.3** **In addition to the obligations set out in Articles A9 and A10, the Insured is also obliged to:**
- a) submit a completed and signed form describing the occurrence of the Insured Event,
 - b) submit documents proving the occurrence of the Loss Event (for example police report, medical report, etc.),
 - c) immediately inform us that criminal proceedings have been initiated against the Insured in connection with the Loss Event and inform us about the course and results of these proceedings and further inform us immediately that the injured party is exercising the right to compensation in court,
 - d) proceed in proceedings for damages from the Loss Event in accordance with the instructions of the assistance company, in particular the Insured may not, without the consent of the assistance company, undertake to compensate an expired claim and may not enter into a court settlement without the assistance company's consent; the Insured is obliged to appeal against a possible decision on compensation in time, unless he/she receives another instruction from the assistance company,
 - e) immediately inform the injured party about his/her liability insurance for damage and try to make a record of the damage caused and its extent, including the settlement of compensation claims,
 - f) if a Loss Event occurred under circumstances giving rise to suspicion of a criminal offense, or if damage to property higher than CZK 5,000 was caused, to immediately report this fact to the police or other bodies active in criminal proceedings,
 - g) if We or the assistance company request so, to document the amount of the damage incurred and allow an inspection of the item to which the Loss Event relates,
 - h) if the Insured has a claim for damages against third parties, to assign these claims to the assistance company; if the Insured waives such claims or the right to reinsurance without the consent of the assistance company, then we are released from the payment of insured benefit to the extent to which we could demand compensation from a third party,
 - i) immediately notify us/the assistance company that, in connection with the given Loss Event, he/she has accepted the insured benefit from other insurance contracts or is claiming it.

PART E. TRIP CANCELLATION INSURANCE

Article E1. Scope of insurance

- E1.1** **Scope of insurance.** Trip cancellation insurance applies to cases of the Travel Service provider's right to fees associated with the cancellation of the Travel Service in connection with a trip Abroad, which the Insured is obliged to pay as a result of the Insured Event.

Article E2. Insured Event (Claim)

- E2.1** **Insured Event.** The Insured Event is the cancellation of bindingly ordered and paid Travel services (accommodation, transport, or other costs) in the period before departure Abroad due to:
- a) Accident or **illness** of the Insured, as a result of which the Insured is hospitalized at the time of the planned departure or his/her attending physician does not recommend the Insured to travel due to this Accident or this illness,
 - b) Accident or **illness of a person closely related to the Insured**, as a result of which the person closely related to the insured is hospitalized due to a serious medical condition (if it is assumed that this person must stay in hospital for more than five calendar days) or the attending physician recommends that the Insured takes care of this person after his/her return from the hospital,
 - c) Accident or **illness of the Travelling Companion of the Insured**, as a result of which the Traveller is hospitalized at the time of the planned departure or his/her attending physician does not recommend traveling due to this Accident or this illness, this only applies if the Travel service would not be possible to perform for these reasons or the Insured would have to use the Travel Service himself/herself,

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- d) **sudden death** of the Insured, his/her Closely related person or his/her Travelling Companion, if this death occurred less than 90 days before the planned departure for the foreign trip,
- e) **rape** of the Insured or his/her Closely related person notified to the body active in criminal proceedings,
- f) **summoning the Insured to court** at the time of the planned departure/stay Abroad, if the Insured proves that he/she received the summons only after the binding travel order,
- g) **serious damage to the Insured's residence** or premises intended for the Insured's business activities due to a Natural disaster or a criminal offense of a third party, if the Insured's presence on the day of the planned departure is demonstrably necessary to determine the amount of the damage or reduction of the extent of the damage,
- h) **robbery or theft at the place of residence** of the Insured, which occurred in the period of ten calendar days before the planned departure, if the Police of the Czech Republic or the insurance company requires a maximum of seven days before the date of departure the presence of the Insured on the spot and the estimated damage to property exceeds CZK 200,000.

Article E3. Insured benefit

- E3.1 Insured benefit.** In the event of an Insured Event, we will pay the documented non-refundable costs for the purchase of the Travel Service (tour, ticket, reservation of accommodation or services incurred in connection with the Insured Event), however, only if the Insured does not have the right to reimbursement from a third party. The Insurance is arranged with a co-participation in the amount of 20% of the documented non-refundable costs for each Insured Event and for each Insured person up to the amount of the indemnity limit specified in Article A7.

Article E4. Exclusions from Trip Cancellation Insurance

- E4.1 In addition to the exclusions listed in Article A8, we will not provide insured benefits if:**
- a) The travel service was cancelled due to an illness which was known to the Insured within the meaning of Article E2.1 letter a), the person closely related to the Insured in the sense of Article E2.1 letter b) or the Insured's Travelling Companion in the sense of Article E2.1 letter c) or they have been treated for it before the binding order of the Travel Service or before the origin of this insurance (the exception is a stabilized chronic disease),
 - b) The Travel service was cancelled due to an Accident that occurred before the binding order of the Travel Service,
 - c) The Insured could already have foreseen the occurrence of the Insured Event when ordering the Travel service,
 - d) The travel service was cancelled due to a change in the itinerary, failure to obtain a visa or the inability to take the Insured's or Travelling Companion 's leave,
 - e) The Insured or the Travelling Companion caused the Loss Event intentionally or through a gross negligence,
 - f) The Insured or the Travelling Companion did not show up for the departure, missed it or was excluded from using the Travel Service.
- E4.2 The insurance does not cover:**
- a) costs or services that were incurred or ordered only after the Insured learned about the reason for the cancellation of the trip,
 - b) breach of obligations or bankruptcy of the provider or intermediary of travel services,
 - c) trips within the Czech Republic.

Article E5. Obligations of the Insured

- E5.1 If any of the situations specified in provisions of Article E2.1 occurs and it is clear that it will be necessary to cancel the use of the Travel Service, the Insured is obliged, in addition to the obligations specified in Article A10 of these Insurance Terms and Conditions:**
- a) to immediately report to the assistance company that a fact has occurred for which it will be necessary to cancel the use of the Travel service,
 - b) to cancel the ordered Travel Service immediately after it is clear that he/she cannot make the trip (in the event of a breach of this obligation, we will only pay the costs that would arise if the trip

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- was cancelled in time),
- c) to submit a completed and signed form describing the occurrence of the Insured Event, document the costs of purchasing or binding reservation of the Travel Service, a copy of the certificate of incapacity for work or a discharge report from the hospital, or other confirmation according to the reason for Travel Service cancellation (death certificate, police confirmation, etc.), or other documents requested by Us or the assistance service (for example confirmation issued by the carrier of a non-refund of the ticket, tour and transport ticket, confirmation of non-receipt of the right to substitute performance for the cancelled Travel Service etc.)

PART F. TRIP CANCELLATION INSURANCE ABROAD

Article F1. Scope of Insurance

- F1.1** **Scope of insurance.** Trip cancellation insurance Abroad applies to cases of the Travel Service Provider's right to fees associated with the cancellation of the Travel Service, which the Insured is obliged to pay as a result of an Insured Event Abroad.

Article F2. Insured Event (Claim)

- F2.1** **Insured Event.** The Insured Event is the cancellation of bindingly ordered and paid Travel Services (accommodation, transport, or other costs) during the stay Abroad due to:
- a) **Accident or illness** of the Insured after the start of the trip Abroad, as a result of which the Insured is hospitalized or his/her attending physician Abroad does not recommend the Insured to perform the Travel Service due to this Accident or illness, and this is confirmed by a doctor or a medical team authorized by the assistance company,
 - b) **Accident or illness** of the Insured's Travelling Companion after the start of the trip Abroad, as a result of which the Travelling Companion is hospitalized or the attending physician Abroad does not recommend the Travelling Companion to use the Travel Service due to this Accident or Illness, and this is confirmed by a doctor or medical team authorized by the assistance company (this applies only if it would not be possible to use the Travel Service for these reasons or the Insured would have to use the Travel Service himself/herself),
 - c) **death of a Person closely related to the Insured** or death of the **Travelling Companion**,
 - d) **urgent and unexpected hospitalizations** of a Person closely related to the Insured due to a serious medical condition (if it is assumed that this person must remain in hospital for more than five calendar days),
 - e) **damage to the Insured's property** caused by a Natural disaster, the fall of trees and other objects, a shock wave, smoke, explosion, implosion or a criminal offense of a third party, the amount of which is estimated to be at least CZK 200,000.

Article F3. Insured benefit

- F3.1** **Insured benefit.** In the case of an Insured Event, we will reimburse the proved non-refundable costs for the purchase of the Travel Service (tour, air ticket, ticket, optional trip, reservation of accommodation or services, etc.) incurred in connection with the Insured Event during the insurance period. The insurance is arranged with a co-participation in the amount of 20% of the documented non-refundable costs up to the amount of the limit of insurance indemnity specified in Article **A7**. The indemnity limit applies to all Insured Events that occur Abroad during the effectiveness of the insurance (that means during one continuous stay Abroad).

Article F4. Exclusions from Trip Cancellation Insurance Abroad

- F4.1** **In addition to the exclusions listed in Article A8, we will not provide insured benefits if:**
- a) The Travel service was cancelled due to an illness which was known or treated regarding the Insured or the Insured's Travelling Companion at the time of the binding order or before the binding order of the Travel Service (with the exception of Stabilized Chronic Illness),

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- b) The Travel Service was cancelled due to an Accident of the Insured or his/her Travelling Companion, which occurred at the time of the binding order or before the binding order of the Travel Service,
- c) The Insured or the Travelling Companion could already have foreseen the occurrence of the Insured Event when ordering the Travel Service,
- d) The travel service was cancelled due to a change in the travel plan, failure to obtain a visa or the inability to take the Insured's or Passenger's vacation,
- e) The Insured or the Travelling Companion caused the Loss event intentionally or through a gross negligence,
- f) The Insured or the Travelling Companion did not show up for the departure, missed it or was excluded from using the travel service.

Article F5. Obligations of the Insured

F5.1 If any of the situations specified in provisions of Article F2.1 occurs and it is clear that it will be necessary to cancel the use of the Travel Service, the Insured is obliged to, in addition to the obligations specified in Article A10 of these Insurance Terms and Conditions:

- a) immediately report to the assistance service that a fact has occurred for which it will be necessary to cancel the use of the Travel Service,
- b) cancel the ordered Travel Service without undue delay, no later than the next working day, (in the event of a breach of this obligation, we will pay only the costs that would arise if the trip was cancelled in time),
- c) submit a completed and signed form describing the occurrence of the Insured Event, document the costs of purchasing or binding reservations of the Travel Service, a copy of the certificate of incapacity for work or a discharge report from the hospital, or other confirmation according to the reason for cancellation of the Travel Service (death certificate, police confirmation, etc.), or other documents requested by Us or the assistance service (for example confirmation issued by the carrier of a non-refund of an air ticket, trip, ticket, confirmation of non-receipt of the right to a substitute performance for the cancelled Travel Service, etc.).

PART G. LUGGAGE INSURANCE

Article G1. Scope of insurance

G1.1 **Scope of insurance.** Luggage insurance covers cases of a sudden Damage, Destruction, Loss or Theft of luggage and personal belongings usual for the given purpose of the trip (hereinafter also referred to as "Baggage" or "Bags"), which the Insured took for the trip, or he/she demonstrably acquired them during the trip.

Article G2. Insured Event (Claim)

G2.1 **Insured Event.** An Insured Event means an Accidental Damage, Destruction, Loss or Theft of the Insured's Baggage during or in connection with the trip due to:

- a) a Natural disaster,
- b) fall of trees and other objects,
- c) shock wave,
- d) smoke, explosion, implosion,
- e) unexpected and sudden leakage of steam, water or liquid from the water supply system, heating, etc.,
- f) a traffic accident in which the Insured was a party; however, the insurance applies to the loss of the item only if the Insured was deprived of the opportunity to take care of his/her items during this accident as a result of the Accident,
- g) theft with demonstrable overcoming of barriers and measures protecting Baggage from Theft, while the right to the insured benefit arises only if the Baggage has been stolen from an enclosed and locked area (including the means of transport - Baggage must be stored in the luggage compartment so that it is not visible from the outside) or from an enclosed and locked space intended for the carriage of luggage (for example a box trailer or a roof box),

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- h) theft of bicycles in the period from 6:00 am to 10:00 pm with demonstrable overcoming of barriers protecting bicycles from theft,
- i) robbery, if the Insured had Luggage with him/her,
- j) loss, damage or destruction of Baggage which the Insured as a passenger has handed over to the Carrier operating public transport for the purpose of their transport separately from the passengers in the luggage compartment or other designated area of the means of transport by which the Insured travels.

G2.2 Conditions for the occurrence of an Insured Event. The insurance indemnity from the Luggage Insurance will be provided only if the Insured Event occurs during the period of the validity of this insurance and if all other conditions stipulated by these Insurance Terms and Conditions are met at the same time. The date of occurrence of the Insured Event means the day on which the Damage, Destruction, Loss or Theft of the Luggage occurred.

Article G3. Insured Benefit

G3.1 Insured Benefit. In the event of an Insured Event regarding Destruction, Loss or Theft of Luggage, we will provide the insured benefit in the amount of the new value of the item, that means the amount needed to acquire a new item of the same type and parameters, at prices usual in the Insured's place of residence. In the event of Damage to the Luggage, we provide insured benefit in the amount of purposefully incurred costs for the repair of the item, but not more than the amount of the value of a new item.

G3.2 The limits of insured benefits for Luggage Insurance are specified in Article A7.

Article G4. Exclusions from Luggage Insurance

G4.1 Luggage does not include:

- a) valuables,
- b) payment cards, tickets, air tickets, passports, driving licenses and other documents, licenses and authorizations of all kinds,
- c) consumer electronics except mobile phones, laptops, tablets, MP3 players, smart watches, cameras, binoculars, camcorders and their accessories,
- d) data, audio or video recordings on any information medium.

G4.2 Luggage insurance also does not apply to Luggage Theft, if it has been stolen or robbed:

- a) from a motor vehicle, if the vehicle is parked during the journey in the destination, or more precisely at a transit point (the parking place of transit is considered to be a place of an overnight stay, not a short interruption of the journey) in the period from 22:00 to 6:00 (except when the Insured is present inside the car or the car is supervised by its driver or another authorized person over 18 years of age),
- b) from a tent, trailer or a similar device not having fixed walls or ceilings (canvas, etc.), even if they have been locked,
- c) from unlocked Baggage,
- d) in a non-destructive manner, for example by pulling over the bars of an object or vehicle,
- e) being pulled out of the hand or pulled from the shoulder, neck, back or another part of the body, unless it is a Robbery,
- f) from a motor vehicle or the luggage compartment of a vehicle, where the intrusion occurred in an undetected manner,
- g) from the roof rack of a motor vehicle, even if the Baggage has been locked (except for a locked roof trunk),
- h) items which have been handed over for safekeeping and items stored in automatic safes.

G4.3 The following damage is not insured:

- a) caused by wear or defecting packaging,
- b) caused intentionally or by neglect of the usual care or protection on the part of the Insured,
- c) caused by seizure, confiscation, damage or destruction by public authorities.

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Article G5. Obligations of the Insured

- G5.1** In addition to the obligations specified in Article A10 of these Insurance Terms and Conditions, the Insured is also obliged to prove the occurrence of the Insured Event in particular:
- by submitting a completed and signed form describing the occurrence of the Insured Event,
 - by submitting documents proving the occurrence of the Loss Event (for example the police report, proof of the manner of overcoming barriers protecting things from theft, confirmation from the carrier about the receipt of the Luggage, etc.),
 - by submitting documents proving the acquisition of the stolen, damaged, destroyed and lost items,
 - by a list of stolen, damaged, destroyed and lost items.
- G5.2** In the event of a traffic accident or a suspected criminal offense, the Insured is obliged to notify the Police (security) authorities about the Loss Event without undue delay and to provide data on all items that have been stolen or damaged or destroyed by the offender.

PART H. LUGGAGE DELAY INSURANCE

Article H1. Insured Event

- H1.1** **Insured Event.** An Insured Event is a situation where duly registered Luggage carried by the airline is not delivered to the Insured within six hours of his/her arrival at the destination, which is located outside the Czech Republic (that means not when returning to the Czech Republic).

Article H2. Insured benefit

- H2.1** **Insured benefit.** In the event of an Insured Event, we will reimburse reasonable expenses that the Insured demonstrably incurs for the purchase of the necessary clothing and sanitary articles that he/ she has to purchase due to the delay of his/her Baggage. Limits of indemnity from one Insured Event are specified in Article A7.
- H2.2** The expenses will be reimbursed on the basis of the original bills for the relevant goods. We will not provide insured benefits to the extent in which the air carrier has provided the compensation.

Article H3. Exclusions from the Luggage delay insurance

- H3.1** **Apart from the exclusions mentioned in Article A8, the insurance does not cover:**
- flights terminating in the Czech Republic,
 - cases where the Insured does not submit a written confirmation of the Luggage delay from the airline,
 - delays caused by customs clearance,
 - reimbursement of expenses incurred subsequently after the delivery of the Baggage to the Insured by the Carrier

Article H4. Obligations of the Insured

- H4.1** In addition to the obligations specified in Article A10 of these Insurance Terms and Conditions, the Insured is also obliged to prove the occurrence of the Insured Event, in particular by submitting:
- a completed and signed form describing the occurrence of the Insured Event,
 - copies of air tickets with flight details (name of the airline, flight number, airport of departure, airport of arrival and times according to the flight schedule),
 - airline certificate confirming the delay in delivery of the Baggage upon arrival,

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- d) tags (coupons) of delayed Baggage provided by the airline or copies thereof,
- e) receipts of all the necessary expenses caused by the delay of the Luggage.

PART I. MISSED DEPARTURE

Article I1. Scope of insurance

- 11.1** | **Scope of insurance.** Missed departure insurance applies to cases when the Insured misses the originally planned departure to or from Abroad due to an Insured Event.

Article I2. Insured Event (Claim)

- 12.1** | **Insured Event.** The Insured Event is the fact that the Insured cannot use the originally planned and paid method of transport to or from Abroad (from or to the Insured's place of residence in the Czech Republic) because of **traffic restrictions**, due to which he/she cannot arrive in time for the originally planned departure caused by:
- a) Natural disaster,
 - b) fall of trees and other objects,
 - c) shock wave,
 - d) smoke, explosion, implosion,
 - e) a traffic accident of a motor vehicle or train by which the Insured travels to the place designated for departure,
 - f) unexpected closures or delay of the Public Transport Means by which the Insured is transported to the place of departure,
 - g) an unannounced strike.

Article I3. Insured benefit

- 13.1** | **Insured benefit.** In the case of an Insured Event, we will pay the necessary and reasonable costs of alternative transport, or the costs of accommodation or meals, if this is necessary with regard to the possibility of alternative transport up to the amount of the indemnity limit specified in Article **A7**.

Article I4. Exclusions from Missed departure insurance

- 14.1** | **In addition to the exclusions listed in Article A8, we are not obliged to** pay out the insured benefit if the delay was caused by a strike or other reasons known more than 48 hours before the date of the scheduled departure.

Article I5. Obligations of the Insured

- 15.1** | **In addition to the obligations specified in Article A10 of these Insurance Terms and Conditions, the Insured is also obliged to prove the occurrence of the Insured Event, in particular by submitting:**
- a) a completed and signed form describing the occurrence of the Insured Event,
 - b) a credible document proving the reason for the missed departure (for example police report, confirmation from the carrier, etc.),
 - c) a document entitling the Insured to participate in the originally planned means of transport,
 - d) other documents or receipts proving that the costs of alternative transport or accommodation have been incurred.

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PART J. INSURANCE OF LEGAL ASSISTANCE IN A TRAFFIC ACCIDENT

Article J1. Scope of insurance

- J1.1** **Scope of insurance.** The insurance covers the payment of legal services and the bail delivery in the event of the need to protect the legitimate legal interests of the Insured within the Insured Event.

Article J2. Insured Event (Claim)

- J2.1** **Insured Event.** An Insured Event is the need to protect the legitimate interests of the Insured, which require a necessary and urgent legal solution, arising during the stay Abroad, if the Insured is accused of an offence or criminal offence, after a **traffic accident**. We consider the moment of the occurrence of the Insured Event to be the moment of alleged or actual commission of an offence or criminal offence in a traffic accident.

Article J3. Insured benefit

- J3.1** In case of an Insured Event, the assistance company will provide the Insured with a basic and general telephone service in the event of general questions relating to the Insured Event. Furthermore, the assistance company will reimburse the costs of legal representation of the Insured efficiently incurred and approved by the assistance company (especially the remuneration of a lawyer, interpreter or forensic expert, court fees and reimbursement of legal costs, which the Insured is obliged to pay on the basis of a court decision) or the cost of delivering cash in the event of a bail in order to exclude pre-trial detention, up to the limits set out in Article A7. If necessary, the assistance company will ensure the delivery of the bail to the Insured or at the Insured's request to another person (for example the Insured's legal representative), but only on the basis of a sufficient financial guarantee of the Insured or another person (depositing cash to the assistance company's account, other ensuring of the obligation).
- J3.2** Other costs associated with the proceedings and the consequences arising therefrom are not covered by the insurance.

Article J4. Exclusions from Legal assistance insurance in a traffic accident

- J4.1** **In addition to the exclusions listed in Article A8, we do not reimburse the costs of legal services if:**
- The Insured has authorized a legal representative to promote his/her legitimate interests without the prior approval of the assistance company, but not in the case of:
 - the need to immediately avert a damage,
 - police custody and/or detention of the Insured, if he/she has been assigned a lawyer in accordance with local laws,
 - they relate to the commission of an intentional criminal offense by the Insured, an intentional offence or intentional infliction of damage,
 - the Insured does not deliver to the assistance company the documentation necessary to promote his/her legitimate interests,
 - they relate to a dispute between the Insured and his/her Closely related person, between the Insured and the Policyholder, between the Insured and the Insurer or the assistance company,
 - the Insured's claim has been transferred, assigned or where he/she asserts a claim on behalf of a third party.

The insurance does not cover imposed fines or other sanctions of state authorities, public administration, self-government or legal protection against them.

The insurance does not cover disputes concerning the cargo transported by the vehicle, nor any insurance risks related to the transported cargo.

After reporting the Loss Event by the Insured, the assistance company shall first check the legal situation of the Insured and analyse his/her prospects for a successful settlement of the Loss Event. It informs the

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Insured about the result of this analysis. If necessary, the assistance company also performs an analysis during the individual stages of resolving of the Insured's Insured Event.

If the assistance company finds out, on the basis of the performed analysis, that the prospects for a successful settlement of the Loss Event are not sufficient, it is obliged to inform the Insured in writing without undue delay that based on the performed analysis he/she is not entitled to the insured benefit, state the reasons for the decision and explain them. In the event that the Insured - after being informed that, due to the lack of prospects for a successful settlement of the Loss event, he/she is not entitled to the insured benefit – he/she decides to pursue the case at his/her own expense and he/she succeeds in reaching a more favourable result than the state of settlement of the Loss Event on the day when the assistance company refused the insurance indemnity on the basis of its decision, and if the Insured proves this fact to the assistance company, the assistance company will reimburse the costs of the Insured reasonably spent on the settlement of the event after the refusal of the indemnity, up to the amount of the indemnity limits specified in Article A7.

PART K. INSURANCE OF PERSONAL DOCUMENTS

Article K1. Scope of insurance

- K1.1** | **Scope of insurance.** The insurance covers the organization of issuing of replacement documents, the payment of the related costs and the organization of sending of these documents to the Insured's place of residence Abroad or the payment of the costs of the transport of the Insured from the place of stay Abroad to the nearest embassy and back for the purpose of providing the replacement documents.

Article K2. Insured Event (Claim)

- K2.1** | **The Insured Event** is the Loss, Destruction, Theft or Robbery of travel documents, registration documents of a vehicle or a driver's license Abroad.

Article K3. Insured benefit

- K3.1** | In the case of an Insured Event, we will pay out the Insured Benefit to cover the costs associated with the issue of replacement travel documents, vehicle registration documents or driver's license up to the maximum limit specified in Article A7 for each of the Insured.

Article K4. Exclusions from the Insurance of Personal Documents

- K4.1** | **In addition to the exclusions mentioned in Article A8, we do not reimburse the costs** associated with the issue of replacement documents, which were issued to him/her in the Czech Republic after his/her return from Abroad.

Article K5. Obligations of the Insured

- K5.1** | **In addition to the obligations specified in Article A10 of these Insurance Terms and Conditions, the Insured is also obliged to prove the occurrence of an Insured Event in particular:**
- by submitting a completed and signed form describing the occurrence of the Insured Event,
 - by submitting documents proving the occurrence of the Loss Event (for example police report, proof of the method of overcoming barriers protecting the items from the theft, statement of the consulate, etc.),
 - by submitting receipts proving the costs for replacement documents,
 - other necessary documents proving the occurrence of the damage.

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PART L. DEFINITION OF TERMS

Article L1. Terms used

- L1.1** **Health emergency** means an Accident or sudden illness of the Insured, which occurred during the effectiveness of the insurance outside the territory of the Czech Republic and which requires a necessary and urgent treatment.
- L1.2** **Valuables** mean money, checks, tokens of value, passbooks, securities, jewelry, precious stones, precious metals, items of collector's interest, antiques, items of artistic or historical value (for example paintings, graphic works, glass, porcelain, ceramic products, etc.).
- L1.3** **Travel service** is a service provided to the final consumer in order to satisfy his/her needs in the field of recreation, tourism, culture and sports, as a combination of individual services or as a separate service (that means transport, accommodation, vehicle rental, optional trips, ski passes, sports and training courses and other similar services).
- L1.4** **Means of public transport** is a regular passenger bus, a taxi vehicle, a public rail passenger train (and also a cable car, but not a chairlift), a regular public transport vehicle, a regular public passenger transport vessel (including a ferry boat), a regular aircraft passenger transport and aircraft of a flight registered in the OAG Worldwide Flight Guide ABC (ABC World Airways Guide).
- L1.5** **Downhill** means the descent of technically very demanding tracks with natural or artificial obstacles on bikes.
- L1.6** **Hospitalization** is medical care provided in a hospital requiring the patient to stay for at least 24 hours or for one night.
- L1.7** **Yacht** is a seagoing vessel whose hull length exceeds 2.5 m and does not exceed 24 m, equipped with sails or an engine, or both, intended for seagoing service.
- L1.8** **Ride in a means of public transport** is a ride (flight, cruise) of the Insured in a means of public transport (including boarding/disembarking at the start/destination of the journey) with a valid ticket, in the case of a taxi service a journey of the Insured (including boarding / disembarking at the start / destination) for a fee.
- L1.9** **Theft** means the unauthorized appropriation of an item by seizing it from a locked area (vehicle, wardrobe, etc.) or by overcoming a barrier or a measure to protect the object from theft with tools other than those intended for proper opening.
- L1.10** **Robbery** means the appropriation of an object or an item by an offender using violence or the threat of immediate violence.
- L1.11** **Account Holder** is a person who enters into a Debit or Credit Card Agreement with KB and for whom KB maintains a current or credit Account.
- L1.12** **Small-scale vessel** is a vessel whose hull length does not exceed 2.5 m, which is not subject to registration in the Maritime Register of the Czech Republic or a similar register of another country if operated under maritime regulations, or a vessel for a maximum of 12 persons whose length is less than 20 m, with a total weight including permissible load up to 1,000 kg or with its own mechanical drive with an output of up to 4 kW or with a total sail area of up to 12 m², not subject to registration in the navigation register of the Czech Republic or a similar register of another country.
- L1.13** **We** means company Komerční pojišťovna, a.s., based in Praha 8, Karolinská 1/650, post code 186 00, company registration number 63998017, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 3362.
- L1.14** **Stealing** for the purposes of this insurance means the occurrence of damage to the insured items in the form of Theft or Robbery.
- L1.15** **Closely related person.** is a person who is in a close relationship with the Insured in the sense of section 116 of the Civil Code, that means a relative in the direct line, a sibling, spouse, Partner; other persons in a family or a similar relationship are considered to be close to each other if the damage suffered by one of them was reasonably felt by the other as his/her own damage.
- L1.16** **Authorized person (Beneficiary)** is a person who, as a result of an Insured Event, acquires the right to the insured benefit. The Insured is the Beneficiary, unless otherwise stipulated by law or the Insurance Terms and Conditions.

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

- L1.17** **Coastal seas** are parts of the sea along the coast, in the width specified by the given state, but not more than 12 nautical miles from the coastline.
- L1.18** **Insured Event (Claim)** is a specified random event, with which the Insurer's obligation to provide insured benefits is connected.
- L1.19** **The Insured** is a natural person whose health, life, property or other values of the insured interest are covered by this insurance. These can be persons who are holders of an international KB payment card and persons defined in Article A2.4.
- L1.20** **Damage** means a change in the condition of an item or thing that can objectively be removed by a repair, or such a change that cannot objectively be removed by a repair, yet the item/object can be used for the original purpose.
- L1.21** **Professional sport** is any sports activity that athletes perform for a fee, we also include a sports internship or a sports scholarship stay.
- L1.22** **Adequate transport** is a transport by air "Economy Class", transport by first class train or other mode of transport, if approved in advance by the assistance company.
- L1.23** **Exchange rate** is the exchange rate of the foreign currency versus the Czech crown in the case of payments in a foreign currency. The exchange rate on the date of the Insured Event will be used as the exchange rate.
- L1.24** **Agreement** is a contract/amendment regarding a credit card or an agreement regarding a debit card concluded between the Policyholder and the Insured.
- L1.25** **Joint travel** is the joint departure of the payment card holder and his/her Grandchildren to the same destination, their joint stay and joint return to the place of residence.
- L1.26** **Joint household** is a household made up of natural persons who live together permanently and jointly cover the costs of their needs.
- L1.27** **Travelling companion** is a person who has demonstrably purchased a travel service together with the Insured and travels together with the Insured.
- L1.28** **Stabilized chronic illness** is such illness that existed before the Insured's departure, but the Insured was not treated or hospitalized during the 12 months before the start of the journey because of the worsening of this chronic illness, nor was there any change in the Insured's treatment or medication and the health condition of the Insured during this period did not indicate that there would be a deterioration or that the deterioration of his/her health would occur during the trip or that it would be necessary to seek medical help Abroad because of this disease.
- L1.29** **Loss event** is the fact from which the damage arose and which could be the reason for the creation of right to insured benefit.
- L1.30** **Account** is a current account or an account for a card from which, depending on the type of payment card, the relevant prices and fees for services provided to a KB client in connection with the Agreement are paid.
- L1.31** **Accident** is an unexpected and sudden action of external forces or one's own physical force independent of the Insured's will, or an unexpected and uninterrupted and independent action of high or low external temperatures, gases, vapours, radiation (except nuclear), electric current and poisons (with the exception of microbial poisons and immunotoxic substances), which caused damage to the Insured's health or the Insured's death during the insured period. Death by drowning, drowning and lightning strike are also considered an Accident if they are independent of the Insured's will.
- L1.32** **High seas** are all parts of the sea which are not included in the exclusive economic zone, in the coastal sea or in the inland waters of a State or in the archipelago waters of an archipelago State.
- L1.33** **You** means a person who holds an international payment card issued by Komerční banka, a. s., for which the Additional Service or Optional Additional Service is provided. If it results from the context of the Insurance Terms and Conditions, this term also includes the Insured (especially in the case of provisions that impose obligations).
- L1.34** **Abroad** is the territory of a state other than the Czech Republic. The stay of the Insured on board of an aircraft is also considered to be Abroad if at least the place of the planned departure, arrival or stopover is in the territory of a state other than the Czech Republic.
- L1.35** **Destruction** is a change in the condition of an object or item that cannot objectively be removed by a repair, and therefore the object/item can no longer be used for its original purpose.

INSURANCE TERMS AND CONDITIONS FOR TRAVEL INSURANCE RELATED TO KB PERSONAL PAYMENT CARDS

- L1.36** | **Loss** is a situation in which the Insured, independently of his /her will, has lost the opportunity to continue to dispose of the item.
- L1.36** | **Natural disaster** is a fire, storm, lightning strike, hail, flood, earthquake, landslide, rockslide and avalanches, rock and soil collapse, volcanic activity, the weight of snow or icing.

CLASSIFICATION OF INSURED BENEFITS FOR PERMANENT CONSEQUENCES OF AN ACCIDENT

Principles of evaluating the permanent consequences of an Accident

1. The amount of the insured benefit for permanent consequences of an Accident is determined according to the **Classification of insured benefit for permanent consequences of an Accident** issued by us (hereinafter referred to as the Classification). The insured benefit is determined as a percentage of the sum insured for permanent consequences caused by an Accident, which for individual damages corresponds to the extent of permanent consequences after their stabilization. If they have not stabilized within three years from the date of the Accident, according to the percentage corresponding to the condition at the end of this period.
2. If the Classification stipulates a percentage margin, the amount of indemnity shall be determined so that within the given margin the indemnity corresponds to the nature and extent of the permanent consequences caused to the Insured by the Accident.
3. If a single Accident leaves the Insured with several permanent consequences of different types, the total permanent consequences are determined by the sum of the percentages for the individual partial permanent consequences, however, not more than 100% of the total share.
4. If the individual consequences of an Accident relate to one or more Injuries of the same limb, organ, or part thereof, they are assessed as a whole, up to a percentage specified in the Classification for anatomical or functional loss of the relevant limb, organ or part thereof.
5. If the permanent consequences of the Accident relate to a part of the body or organ that was damaged before the Accident, we will reduce our indemnity for the permanent consequences of the Accident by a percentage corresponding to the extent of previous damage determined by the percentage according to the Classification.
6. In cases where the identified permanent consequence is not stated in the Classification, or by its nature it does not exactly fulfil the wording of the given item in the Classification, we rely on the opinion of our medical examiner. The medical examiner determines the evaluation in the amount of the percentage corresponding to a similar damage in the Classification stated, or determines the percentage rating in proportion to the severity of the bodily injury.
7. The amount of the benefit is determined on the basis of a medical report on the result of the examination of the Insured by our medical examiner, or on the basis of medical reports documenting the current status and extent of the permanent consequences. We will arrange an examination to determine the extent of the permanent consequences at our own expense.
8. Scars on the face and neck can be assessed without an examination of the Insured by our medical examiner on the basis of photo documentation and a description of the scar by the Insured. We reserve the right to request from the Insured an examination of the permanent consequences by our medical examiner.
9. If the Accident leaves the Insured with the loss of a part or all of the parts of a finger or toe as the permanent consequence, it is possible to determine the amount of the insured benefit without an examination of the Insured by our medical examiner at the Insured's request if supported by a photo documentation of the permanent consequences, medical reports and X-ray documentation. We reserve the right to request an examination of the permanent consequences by our medical examiner.

Insured Benefit Classification

INJURIES TO THE HEAD AND SENSE ORGANS			DAMAGE TO NOSE OR SENSE OF SMELL			EYE INJURIES OR VISION DAMAGE		
001	Total cranial vault defect in the scope up to 10 cm ²	5 %	008	Damage to the face and other parts of the head and neck with function disorders	to 15 %	014	Post-traumatic perforation of nasal septum	5 %
002	over 10 cm ²	15 %	009	Scar on face and neck long from 1 cm to 2 cm ²	1 %	015	Partial or total loss of nose without breathing problems	to 20 %
003	Severe brain disorders and mental disorders after a severe head injury mild degree	up to 20 %	010	for each other started cm	0,5 %	016	with breathing problems	to 25 %
004	Facial nerve traumatic disorder moderate to severe degree	21–100 %	011	Maximum benefit for one scar is 10 %. Partial removal of lower jaw (lifting the whole section up by 1/2 of the maxillary bone)	15–40%	Items 015-016 cannot be used for evaluation of permanent consequences if the consequences are already evaluated according to items 012–014.		
005	Trigeminal nerve trauma according to the degree mild degree	up to 10 %	DAMAGE TO NOSE OR SENSE OF SMELL			017	Chronic atrophic inflammation of nasal mucosa – acid burn or burn	10 %
006	Facial nerve traumatic disorder moderate to severe degree	11–20%	External deformity of nose or nasal septum			018	Loss of smell	10 %
007	Trigeminal nerve trauma according to the degree	to 20 %	012	without significant nasal patency disorder	to 3 %	EYE INJURIES OR VISION DAMAGE		
			013	with significant nasal patency disorder	4-10 %	For complete loss of vision, the evaluation of total permanent consequences in one		

CLASSIFICATION OF INSURED BENEFITS FOR PERMANENT CONSEQUENCES OF AN ACCIDENT

	eye cannot exceed 35%, in the other eye more than 65%; in both eyes it cannot exceed 100%. However, cases of permanent damage listed under items 020, 026 to 029, 032, 035 and 036 can be evaluated above this limit.		053	bilateral according to the degree	21-40 %	090	with the other kidney functioning	25 %
			DENTAL DAMAGE			091	with the other kidney's decreased functioning	40 %
				The insurer provides the insured benefit for any loss of healthy teeth only if caused by external violence.		092	with the other kidney not functioning	60 %
019	The consequences of eye injuries resulting in a reduction of visual acuity shall be evaluated according to Additional Table 1.			The insurer does not indemnify for any loss, avulsion or damage of dental prostheses and deciduous (baby) teeth.		093	Loss of both kidneys	60 %
020	For anatomical loss or atrophy of an eye, it shall be added to the ascertained value of the permanent visual deterioration	5 %		Loss		094	Partial loss of a kidney	
	Loss of lens		054	one tooth	1 %	095	with the other kidney functioning	15 %
021	in one eye	3 %	055	each other tooth	1 %		Post-traumatic consequences of kidney and urinary tract injuries, incl. secondary infection	
022	in both eyes	6 %	056	tooth vitality	1 %	096	mild degree	up to 10 %
	If there is a replacement with an intraocular lens, the rating for accommodation failure is added.		057	Deformity of front teeth due to a proved accident of deciduous teeth, for each damaged permanent tooth	1 %	097	moderate degree	up to 15 %
023	Oculomotor nerve traumatic disorder or oculomotor muscle balance disorder according to the degree	to 25 %		Filing down of pillar teeth under caps of fixed dental prostheses or anchor teeth of removable dental prostheses for the teeth lost due to an accident, for each tooth filed down	0,5 %	098	severe degree	up to 40 %
024	Concentric reduction of visual field due to an accident shall be evaluated according to Additional Table 2.		TONGUE DAMAGE			099	Chronic urinary tract inflammation and secondary kidney diseases	15-50 %
025	Other reduction of visual field shall be determined according to the percentage of the visual field loss.		059	Conditions after a tongue injury with a tissue defect or cicatricial deformities (only if not being evaluated according to items 064 and 065)	5 %		This item can be used for evaluation unless it concerns a direct kidney or urinary tract injury (e.g. with spine, spinal cord or brain injury).	
	Nasolacrimal duct obstruction		060	Loss of taste according to the scope	to 10 %	100	Loss of one testicle (with cryptorchism, to be evaluated as loss of both testicles)	10 %
026	in one eye	5 %	NECK INJURIES				Loss of both testicles or loss of potency	
027	in both eyes	10 %		Laryngeal or tracheal stenosis		101	up to 50 years	40 %
	Defective position of eyelashes not corrected surgically		061	mild degree	10 %	102	from 50 to 65 years	20 %
028	in one eye	5 %	062	moderate degree	15 %	103	over 65 years	10 %
029	in both eyes	10 %	063	severe degree	16-30 %		Loss of serious deformities of penis	
030	Pupil dilation and palsy is evaluated according to position dysfunction without stenopeic correction according to Additional Table 1.		064	Post-traumatic voice disorders (hoarseness, croaking, voice breaking)	to 15 %	104	up to 50 years	30 %
031	Pupil dilation and palsy in a seeing eye	3 %	065	Loss of voice (aphonia)	30 %	105	from 50 to 65 years	20 %
032	Deformity of external segment and its vicinity arousing compassion or ugliness or upper eyelid ptosis, if it does not cover the pupil (independently of the hanging dysfunction), for each eye	5 %		If evaluating according to items 063 - 065, item 066 cannot be used at the same time and vice versa.		106	over 65 years	10 %
	Traumatic disorder of accommodation		066	Condition after tracheotomy with permanent cannula, including related function disorders (e.g. loss of voice)	50 %	107	Post-traumatic deformity of female genitalia	up to 45 %
033	unilateral (to be evaluated up to 50 years of age)	8 %	INJURIES TO THORAX, LUNGS, HEART OR OESOPHAGUS			SPINE AND SPINAL CORD INJURIES		
034	bilateral (to be evaluated up to 45 years of age)	5 %	067	Post-traumatic deformity of one or both breasts	to 10 %		Limitation of spine mobility without neurological symptoms	
	Lagophthalmus post-traumatic, no surgical correction			Amputation of one or both breasts as a result of an accident		108	mild degree	up to 8 %
035	unilateral	8 %	068	women up to 45 years	to 28 %	109	moderate degree	up to 20 %
036	bilateral	16 %	069	women over 45 years	to 18 %	110	severe degree	up to 40 %
	Item 032 cannot be used for evaluation of permanent consequences if the consequences are already evaluated according to items 035 and 036.			Limited thoracic mobility and adhesions of the lungs and the wall – clinically proved			If evaluating according to items 108 – 110, items 111 – 113 cannot be used at the same time and vice versa.	
037	Upper eyelid ptosis, not corrected surgically, if it covers the pupil in a seeing eye, shall be evaluated according to Additional Table 2.		070	mild degree	5 %		Post-traumatic damage to the spine, spinal cord, spinal meninges and roots with permanent objective symptoms of dysfunction	
DAMAGE TO EARS OR HEARING IMPAIRMENT			071	moderate degree	10 %	111	mild degree	up to 20 %
038	Deformity or partial loss of one auricle	5 %	072	severe degree	20 %	112	moderate degree	21-35 %
039	loss of one auricle	10 %		Other consequences of a pulmonary injury according to the degree and scope of functional disorder		113	severe degree	36-100 %
040	loss of both auricles	15 %	073	unilateral	to 40 %	PELVIS INJURIES		
041	Permanent post-traumatic perforation of the eardrum without obvious secondary infection	5 %	074	bilateral	to 80 %		Pelvic ring disruption with affected statics of the spine and lower limb functions	
042	Chronic purulent inflammation of the middle ear confirmed to be a consequence of an accident	8 %	075	Disorders of the heart and vessels (only after a direct injury) and clinically proved – according to the degree of functional disorder	to 80 %	114	women up to 45 years	15-65 %
	Hearing impairment unilateral		076	Esophageal fistula	25 %	115	women over 45 years	15-50 %
043	mild degree	2 %		Post-traumatic esophageal stenosis		116	men	15-50 %
044	moderate degree	4 %	077	mild degree	8 %	UPPER LIMB INJURIES		
045	severe degree	5-10 %	078	moderate degree	22 %		The given values apply to the right-handed, opposite evaluation applies to the left-handed.	
046	mild degree	5 %	079	severe degree	23-50 %		Damage to the shoulder joint area	
047	moderate degree	18 %	INJURIES TO ABDOMEN AND GI ORGANS				Loss of an upper limb in the shoulder joint or in the area between the elbow and the shoulder joint	
048	severe degree	19-30 %	080	Damage to abdominal wall with abdominal press disruption	to 10 %	117	right	60 %
	Hearing loss		081	Disruption of GI organ functions according to the degree of functional order	to 80 %	118	left	50 %
049	one ear with preserved function of the other ear	12 %		Loss of spleen, incl. related problems			Complete stiffness of the shoulder joint in an adverse position (complete abduction, abduction or positions similar to the aforementioned)	
050	one ear with deteriorated function of the other ear	22 %	082	partial	to 12 %	119	right	35 %
051	bilateral as a consequence of one accident	40 %	083	complete	20 %	120	left	30 %
	Labyrinthine dysfunction		084	Injury-related permanent stoma of the small or large intestine through abdominal wall	40 %		Complete stiffness of the shoulder in a good position in a position similar to that (abduction 50° - 70°, forward stretch 40° - 45° and internal rotation 20°)	
052	unilateral according to the degree	to 20 %		Rectal dysfunction as a result of an accident, post-traumatic rectal or anal stenosis		121	right	30 %
			085	mild degree	5 %	122	left	25 %
			086	moderate degree	12 %		Limited mobility of the shoulder joint, incl. limited rotation movements	
			087	severe degree	13-30 %		mild degree (incomplete forward stretch above 135°)	
				Rectal sphincter insufficiency		123	right	up to 7 %
			088	partial	15 %	124	left	up to 6 %
			089	complete	40 %		moderate degree (arms up by stretching them forward up to 135°)	
			GENITOURINARY TRACT INJURIES			125	right	up to 13 %
				Loss of one kidney				

CLASSIFICATION OF INSURED BENEFITS FOR PERMANENT CONSEQUENCES OF AN ACCIDENT

126	left	up to 11 %	158	right	up to 10 %		in hyperextension	
	severe degree (arms up by stretching them forward up to 90°)		159	left	up to 8 %	200	right	7 %
127	right	up to 23 %		severe degree		201	left	6 %
128	left	up to 20 %	160	right	up to 20 %		Complete stiffness the thumb's interphalangeal joint in a good position (slight bend)	
	False joint of the humerus, impossible to solve by surgery-orthopedically		161	left	up to 16 %			
129	right	20 %		False joint of the ulna and radius, or of both bones, impossible to solve by a surgery-orthopedically		202	right	6 %
130	left	15 %	162	right	20 %	203	left	5 %
131	Chronic bone marrow inflammation in the humerus only after open injuries or after a surgery necessary to treat consequences of an accident – impossible to solve by surgery-orthopedically	25 %	163	left	15 %		Complete stiffness of the thumb's basic joint	
	Shoulder joint replacement (endoprosthesis)		164	Chronic bone marrow inflammation in one or both forearm bones only after open injuries or a surgery necessary to treat the consequences of an accident – impossible to solve by a surgery-orthopedically	20 %	204	right	6 %
132	up to 50 years of age	30 %		Elbow joint instability		205	left	5 %
133	from 50 to 65 years	20 %	165	right	up to 25 %		Complete stiffness of the thumb's carpometacarpal joint in an adverse position (full abduction or adduction)	
	The evaluation according to items 132 and 133 already includes joint mobility disorders.		166	left	up to 20 %	206	right	9 %
	Habitual dislocation of the shoulder			Elbow joint replacement (endoprosthesis)		207	left	7 %
134	right	20 %	167	up to 50 years	30 %		Complete stiffness of the thumb's carpometacarpal joint in a good position (slight opposition)	
135	left	16 %	168	over 50 years	20 %	208	right	6 %
	Receiving the insured benefit according to items 134 and 135 excludes the right to a benefit for accident-related other luxations of the humerus (shoulder) according to the Classification of insured benefits for health impairment due to an accident.			Joint mobility disorders are included in the evaluation according to items 167 and 168.		209	left	5 %
	If evaluating according to items 134 and 135, items 136 and 137 cannot be used at the same time.			Loss of forearm with preserved elbow joint			Complete stiffness of all the thumb's joints in an adverse position	
	Shoulder joint instability		169	right	50 %	210	right	up to 25 %
136	right	up to 15 %	170	left	40 %	211	left	up to 21 %
137	left	up to 10 %		Loss of hand or damage to it			If evaluating according to items 192 - 211, the impairment of the thumb's grasp function cannot be evaluated at the same time	
	Uncorrected sternoclavicular dislocation			Loss of hand in the wrist			Dysfunction of the thumb grasp	
138	anterior	3 %	171	right	50 %		mild degree	
139	posterior	6 %	172	left	40 %	212	right	2 %
	Uncorrected acromioclavicular dislocation , excluding any potential shoulder joint dysfunction			Loss of all fingers (or potentially including metacarpal bones)		213	left	1 %
140	right	4 %	173	right	50 %		moderate degree	
141	left	3 %	174	left	40 %	214	right	up to 6 %
	Permanent consequences after rupture of the long head of biceps with fully functioning shoulder and elbow joints			Loss of finger apart from thumb (or potentially including metacarpal bones)		215	left	up to 4 %
142	right	3 %	175	right	45 %		severe degree	
143	left	2 %	176	left	38 %	216	right	up to 10 %
	Damage to the area of the elbow joint and forearm			Complete stiffness of the wrist in an adverse position or in similar positions (full palm or dorsal bend of the hand)		217	left	up to 8 %
	Complete stiffness of the elbow joint in an adverse position (full stretch or full bend and similar positions)		177	right	up to 30 %		Index finger injuries	
144	right	30 %	178	left	up to 25 %		Loss of the end phalang of the index finger	
145	left	25 %		Complete stiffness of the wrist in a good position (dorsal bend 20-40°)		218	right	up to 5 %
	Complete stiffness of the elbow joint in a good position or in similar positions (bend in angle 90° to 95°)		179	right	up to 20 %	219	left	up to 4 %
146	right	20 %	180	left	up to 17 %		Loss of two phalangs of the index finger	
147	left	16 %		False joint of the scaphoid, impossible to solve by a surgery-orthopedically		220	right	up to 10 %
	Limited mobility of the elbow joint		181	right	15 %	221	left	up to 8 %
	mild degree		182	left	12 %		Loss of all three phalangs of the index finger	
148	right	up to 6 %		Chronic bone marrow inflammation of hand bones only after open injuries or a surgery necessary to treat the consequences of an accident – impossible to solve by a surgery-orthopedically	15 %	222	right	up to 12 %
149	left	up to 5 %	183	Chronic bone marrow inflammation of hand bones only after open injuries or a surgery necessary to treat the consequences of an accident – impossible to solve by a surgery-orthopedically	15 %	223	left	up to 10 %
	moderate degree			Wrist instability			Loss of the index finger with the metacarpal bone	
150	right	up to 12 %	184	right	up to 12 %	224	right	up to 16 %
151	left	up to 10 %	185	left	up to 10 %	225	left	up to 13 %
	severe degree			Limited mobility of the wrist			Complete stiffness of all three joints of the index finger in extreme stretch	
152	right	up to 18 %		mild degree		226	right	up to 12 %
153	left	up to 15 %	186	right	up to 6 %	227	left	up to 10 %
	Complete stiffness of radioulnar joints (pronation or supination impossible) in an adverse position or in similar positions (in max. pronation or supination – max. inward or outward roll)		187	left	up to 5 %		Complete stiffness of all three joints of the index finger in extreme bend	
154	right	20 %		moderate degree		228	right	15 %
155	left	16 %	188	right	up to 12 %	229	left	12 %
	Limited pronation and supination of the forearm		189	left	up to 10 %		If evaluating according to items 218 – 229, index finger grasp function cannot be evaluated as well.	
	mild degree			severe degree			Position of the index finger prevents the neighbouring fingers from functioning	
156	right	up to 5 %	190	right	up to 20 %	230	right	3 %
157	left	up to 4 %	191	left	up to 17 %	231	left	2 %
	moderate degree			Damage to the thumb			Dysfunction of the index finger grasp – to fully clenched hand, there are missing:	
			192	right	up to 9 %		1 cm to 2 cm	
			193	left	up to 7 %	232	right	up to 4 %
				Loss of both phalangs of the thumb		233	left	up to 3 %
			194	right	up to 18 %		over 2 cm to 3 cm	
			195	left	up to 15 %	234	right	up to 6 %
				Loss of thumb with the metacarpal bone		235	left	up to 4 %
			196	right	up to 25 %		over 3 cm to 4 cm	
			197	left	up to 21 %	236	right	up to 10 %
				Complete stiffness of the thumb's interphalangeal joint in an adverse position (extreme bend)		237	left	up to 8 %
			198	right	8 %		over 4 cm	
			199	left	7 %	238	right	up to 12 %
						239	left	up to 10 %
							Impossible to fully stretch one of the index	

CLASSIFICATION OF INSURED BENEFITS FOR PERMANENT CONSEQUENCES OF AN ACCIDENT

345	Loss of the end phalang of the big toe	3 %	353	in both limbs	up to 25 %	360	Traumatic disorder of the tibial nerve distal part with toe function affected	5 %
346	Loss of other toe (including the little toe) for each toe	2 %		Post-traumatic atrophy of limb muscles with unlimited scope of mobility in the joint		361	Traumatic disorder of the fibular nerve stem with all innervated muscles affected	up to 30 %
347	Loss of the little toe with the metatarsal bone or its part	10 %	354	thigh	up to 5 %	362	Traumatic disorder of the nervus fibularis profundus branch	up to 20 %
348	Complete stiffness of a toe other than the big toe – for each toe	1 %	355	shank	up to 3 %	363	Traumatic disorder of the nervus fibularis superficialis branch	up to 10 %
	Complete stiffness of			Traumatic lower limb nerve disorders				
349	interphalangeal joint of the big toe	3 %		The evaluation already includes any potential vasomotor and trophic disorders.				
350	basic joint of the big toe	7 %		Traumatic disorder of the nerve				
351	both joints of the big toe	10 %	356	ischiatricus	up to 50 %	VARIOUS		
	Post-traumatic vasomotor and trophic disorders		357	femorialis	up to 30 %		Extensive scars (regardless of joint dysfunction)	
352	in one limb	up to 15 %	358	obturatorii	up to 20 %	364	from 0.5 % to 15 % of the body surface	up to 15 %
			359	Traumatic disorder of the tibial nerve stem with all innervated muscles affected	up to 35 %	365	over 15 % of the body surface	up to 40 %
						366	Decubitus ulcers in the scope from 2 cm	up to 15 %

ADDITIONAL TABLES FOR EVALUATION OF PERMANENT IMPAIRMENT TO VISION

Table no. 1 - Percentage of the benefit for a permanent bodily injury with visual acuity reduction with optimal spectacle correction

Visus	6/6	6/9	6/12	6/15	6/18	6/24	6/30	6/36	6/60	3/60	1/60	0
6/6	0	3	6	10	13	16	19	22	25	29	32	35
6/9	3	7	10	13	17	20	24	27	31	34	37	41
6/12	6	10	13	17	20	24	27	30	34	37	41	47
6/15	10	13	16	20	23	27	30	34	37	40	44	53
6/18	13	16	20	23	26	30	33	37	40	44	47	59
6/24	16	19	23	26	30	33	36	40	43	47	50	65
6/30	19	23	26	29	33	36	40	43	47	50	53	70
6/36	22	26	29	33	36	39	43	46	50	53	57	76
6/60	25	29	32	36	39	43	46	49	53	56	60	82
3/60	29	32	36	39	42	46	49	53	56	60	63	88
1/60	32	35	39	42	46	49	52	56	59	63	66	94
0	35	41	47	53	59	65	70	76	82	88	94	100

If, prior to the accident, visual acuity was decreased to such an extent that it corresponds with disability of more than 75 % and if the accident caused the better eye to be blind, or if one eye was blind before the accident and visual acuity of the other one was worse than 75 % disability and if this eye has become blind, the benefit shall be 35 %.

Table no. 2 – Percentage of the benefit for a permanent bodily injury with a concentric narrowing of visual field

degree of the narrowing	one eye	same for both eyes	one eye if the other blind
to 60°	0	10	40
degree of the concentric narrowing	one eye	same for both eyes	one eye if the other blind
to 50°	6	25	50
to 40°	13	35	60
to 30°	19	45	70
to 20°	25	55	80
to 10°	32	75	90
to 5°	35	100	100

If, prior to the accident, one eye was blind and the other was diagnosed with a concentric narrowing of 35° or more and this eye has become completely or practically blind or its visual field has narrowed to 5°, the benefit shall be 35 %.